



OB-20

HISTORIC PRESERVATION RESTRICTION

THIS HISTORIC PRESERVATION RESTRICTION is made this 10 day of October, 2008, by and between **Semyon Dukach**, with a mailing address of 230 Lake Avenue, Newton, Massachusetts 02461 (hereinafter "Owner") and the **City of Newton**, a Massachusetts municipal corporation (hereinafter "City") acting through the Newton Historical Commission (the "Commission"), with a mailing address of 1000 Commonwealth Avenue, Newton, Massachusetts 02459.

WITNESSETH:

WHEREAS, Owner is the owner of certain real property located at 230 Lake Avenue in the City of Newton, Commonwealth of Massachusetts by deed of Lorraine A. Sciegienny, Trustee of the Crystal Lake Nominee Trust dated June 19, 2008, and recorded with the Middlesex South Registry of Deeds at Book 51395, Page 302, which property is more particularly described in Exhibit A attached hereto and incorporated herein (hereinafter "the Property");

WHEREAS, the Property includes a two-and-one-half story, side-gabled, six-by-one bay, Spanish Colonial residence with detached garage built in 1928, (hereinafter "the Building"), which is the subject of this Historic Preservation Restriction;

WHEREAS, the Building stands as an architecturally and historically significant example of Spanish Colonial architecture associated with the social and economic development of the Newton Highlands neighborhood;

WHEREAS, the City is authorized to accept historic preservation restrictions to protect property significant in national and state history and culture under the provisions of M.G.L. chapter 184, sections 31, 32, and 33 (hereinafter "the Act");

WHEREAS, Owner and the City recognize the architectural, historic and cultural values and significance of the Building, and have the common purpose of conserving and preserving certain key features of the Building's exterior, which key features are set forth in Exhibit B attached hereto and made a part hereof (the "Key Features").

WHEREAS, the grant of a preservation restriction by Owner to the City on the Building will assist in preserving and maintaining the Building and its architectural, historic and cultural features for the benefit of the people of the

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**City of Newton Law Department
1000 Commonwealth Avenue
Newton Centre, MA 02459**

City of Newton, Commonwealth of Massachusetts, and the United States of America; and

WHEREAS, to that end, Owner desires to grant to the City, and the City desires to accept, a preservation restriction in gross in perpetuity on the front façade of the Building on the Property pursuant to the Act;

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to M.G.L. chapter 184, sections 31, 32, and 33, Owner does hereby voluntarily grant and convey unto the City this preservation restriction (hereinafter "the Restriction") in gross in perpetuity over the exterior of the Building on the Property.

PURPOSE

1. **Purpose.** It is the Purpose of this Restriction to assure the continued architectural and historical integrity of the exterior Key Features of the Building, and to prevent any changes to the front exterior of the Building or the Property that will significantly impair or interfere with the Building's Key Features. Baseline photographs of the Key Features are contained in Exhibit B.

OWNER'S COVENANTS

2.1 **Owner's Covenant to Maintain.** Owner agrees at all times to maintain the front exterior of the Building in the sound structural condition and good state of repair in accordance with the terms of this paragraph and to maintain the landscape, lawns and plantings surrounding the Building in good appearance. It is Owner's intent that the front exterior of the Building and the immediate setting of the Building on the Property shall be maintained in a physical appearance and composition that is as close to its original appearance and composition as is reasonably possible. Owner's obligation to maintain shall require replacement, repair, and reconstruction by Owner whenever necessary to preserve the front exterior of the Building in sound structural condition and a good state of repair and to maintain the landscape, lawn and plantings in good, healthy condition. Subject to the casualty provisions of paragraphs 7 and 8, this obligation to maintain shall require replacement, rebuilding, repair, and reconstruction of the front of the Building whenever necessary in accordance with *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 (hereinafter "the Secretary's Standards").

2.2 Owner's Covenants: Prohibited Activities.

The Building or any part thereof shall not be demolished, removed, or razed (by affirmative action or through neglect or failure to repair and maintain) except as provided in paragraphs 7 and 8. Nothing shall be erected or allowed to grow on the Property which would impair the visibility from street level of the Building; the dumping of ashes, trash, rubbish or any other unsightly or offensive materials is prohibited on the Property.

OWNER'S CONDITIONAL RIGHTS

3.1 Conditional Rights Requiring Approval by the City. Without the prior express written approval of the City, which approval may not be unreasonably withheld but which may be subject to such reasonable conditions as the City in its discretion may determine, Owner shall not make any changes to the front exterior key features of the Building, including the alteration, partial removal, construction, remodeling, or other physical or structural change to the exterior and any change in material or color and the footprint, size, mass, ridge line and roof lines of the Building. Notwithstanding the foregoing, Owner may change the color, footprint, or size of the rear of the building or any part not visible from Lake Avenue. Activities by Owner to maintain the exterior of the Building which are not intended to change the exterior appearance of the Building and which are intended to be performed in accordance with provisions of section 2.1 shall not require the prior approval of the City.

Owner shall not place permanent yard structures or signage (excluding a sign stating the address of the property, or temporary signage advertising the sale of the property) on the Property, or undertake substantial permanent topographical changes to the Property without the prior express written approval of the City.

3.2 Archaeological Activities. The conduct of archaeological activities, including without limitation survey, excavation, and artifact retrieval, may occur only following the submission of an archaeological field investigation plan prepared by Owner and approved in writing by the City and the State Archaeologist of the Massachusetts Historical Commission (Massachusetts General Laws, chapter 9, section 27C, 950 C.M.R. 70.00).

3.3 Review of Owner's Requests for Approval. Owner shall submit to the City for the City's approval of those conditional rights set out at paragraph 3.1 one copy of information (including plans, specifications and designs), identifying the proposed activity with reasonable specificity. In connection therewith, Owner shall also submit to the City a timetable for the proposed activity sufficient to permit the City to monitor such activity. Within forty-five (45) days of receipt of the City's receipt of any plan or written request for approval hereunder, the City shall certify in writing that (a) it approves the plan or request, or (b) it disapproves the plan or request as submitted, in which case

the City shall provide Owner with written suggestions for modification or a written explanation for the City's disapproval. Any failure by the City to act within forty-five (45) days of receipt of Owner's submission or resubmission of plans or requests shall be deemed to constitute approval by the City of the plan or request as submitted and to permit Owner to undertake the proposed activity in accordance with the plan or request submitted.

4. **Standards for Review.** In exercising any authority created by the Restriction to inspect the Property; to review any construction, alteration, repair or maintenance; or to review casualty damage or to reconstruct or approve reconstruction of the Building following casualty damage, the City shall apply the Secretary's Standards.

5. **Public Access.** This Restriction does not require public access.

OWNER'S RESERVED RIGHTS

6. **Owner's Reserved Rights Not Requiring Further Approval by the City.** Subject to the provisions of paragraphs 2.1, 2.2, and 3.1, the following rights, uses, and activities of or by Owner on, over, or under the Property are permitted by this Restriction and by the City without further approval by the City:

(a) the right to engage in all those activities and uses that: (i) are permitted by governmental statute or regulation; and (ii) are not inconsistent with the Purpose of this Restriction;

(b) the right to maintain and repair the exterior of the front portion of the Building strictly according to the Secretary's Standards, provided that Owner uses in-kind materials, applied with workmanship comparable to that which was used in the construction or application of those materials being repaired or maintained, for the purpose of retaining in good condition the appearance and construction of the Building. Changes in appearance, materials, or workmanship from that existing prior to the maintenance and repair requires the prior approval of the City in accordance with the provisions of paragraphs 3.1 and 3.2;

(c) the right to make changes of any kind to the interior of the Building, as long as interior changes have no impact on the exterior view of the Key Features.

CASUALTY DAMAGE OR DESTRUCTION; INSURANCE

7. **Casualty Damage or Destruction.** In the event that the exterior of the Building or any part thereof shall suffer major damage or destruction by fire, flood, windstorm, hurricane, earth movement, or other casualty, Owner shall notify the City in writing within fourteen (14) days of the damage or destruction

or such reasonable time thereafter, depending upon the circumstances of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Building and to protect public safety, shall be undertaken by Owner without the City's prior written approval. Within ninety (90) days of the date of damage or destruction, if required by the City, Owner at its expense shall submit to the City a written report prepared by a qualified restoration architect and an engineer who are acceptable to Owner and the City, which report shall include the following:

- (a) an assessment of the nature and extent of the damage;
- (b) a determination of the feasibility of the restoration of the Building and/or reconstruction of damaged or destroyed portions of the Building; and
- (c) a report of such restoration/reconstruction work necessary to return the Building to the condition existing as of the date hereof.

8. Review After Casualty Damage or Destruction. If, after reviewing the report provided in paragraph 7 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 9, Owner and the City agree that the Purpose of the Restriction will be served by such restoration/reconstruction, Owner and the City shall establish a schedule under which Owner shall complete the restoration/reconstruction of the Building in accordance with plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Owner.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 9, Owner and the City agree that restoration/reconstruction of the Building is impractical or impossible, or agree that the Purpose of the Restriction would not be served by such restoration/reconstruction, Owner may, with the prior written consent of the City, alter, demolish, remove, or raze the Building, and/or construct new improvements on the Property. Owner and the City may then agree to extinguish this Restriction in whole or in part in accordance with the laws of the Commonwealth of Massachusetts and paragraph 21.1 hereof.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 9, Owner and the City are unable to agree that the Purpose of the Restriction will or will not be served by such restoration/reconstruction, the matter may be referred by any party to binding arbitration and settled in accordance with the Commonwealth of Massachusetts's arbitration statute then in effect.

9. **Insurance.** Owner shall keep the Building insured by an insurance company rated "A1" or better by Best's for the full replacement value against loss from perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death, and property damage. Property damage insurance shall include change in condition and building ordinance coverage, in form and amount sufficient to replace fully the damaged Building without cost or expense to Owner or contribution or coinsurance from Owner. Owner shall deliver to the City, within ten (10) business days of the City's written request thereof, certificates of such insurance coverage. Provided, however, that whenever the Property is encumbered with a mortgage or deed of trust, nothing contained in this paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.

INDEMNIFICATION; TAXES

10. **Indemnification.** Except for any instance of gross negligence or willful misconduct on the part of the City or the City's agent, director, officer, employee, or independent contractor, the following shall apply: Owner hereby agrees to pay, protect, indemnify, hold harmless and defend at its own cost and expense, the City, its agents, directors, officers, and employees, or independent contractors from and against any and all claims, liabilities, expense, costs, damages, losses, and expenditures (including reasonable attorneys' fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person as a result of the existence of this Restriction; physical damage to the Property; the presence or release in, on or about the Property, at any time, of any substance now or hereafter defined, listed or otherwise classified pursuant to any law, ordinance, or regulation as a hazardous, toxic, polluting, or contaminating substance; or other injury, death or other damage occurring on or about the Property; unless such injury, death or damage is caused by the City or any agent, director, officer, employee, or independent contractor of the City.

11. **Taxes.** Owner shall pay immediately, when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien on the Property unless Owner timely objects to the amount or validity of the assessment or charge and diligently prosecutes an appeal thereof, in which case the obligation hereunder to pay such charges shall be suspended for the period permitted by law for prosecuting such appeal and any applicable grace period following completion of such action. In place of Owner, the City is hereby authorized, but in no event required or expected, to make or advance upon three (3) days prior written notice to Owner any payment relating to taxes, assessments, water rates, sewer

rentals and other governmental or municipality charge, fine, imposition, or lien asserted against the Property. The City may make such payment according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement, or assessment or into the validity of such tax, assessment, sale, or forfeiture. Such payment if made by the City shall constitute a lien on the Property.

ADMINISTRATION AND ENFORCEMENT

12. **Written Notice.** Any notice which either Owner or the City may desire or be required to give to the other party shall be in writing and shall be delivered by one of the following methods - facsimile transmission, or by first class mail postage prepaid, or hand delivery;

if to Owner, at: 230 Lake Avenue
 Newton, MA 02461

and if to the City, at: Newton Historical Commission
 1000 Commonwealth Avenue
 Newton Centre, MA 02459

Each party may change its address set forth herein by a notice to such effect to the other party.

13. **Evidence of Compliance.** Upon request by Owner, the City shall promptly furnish Owner with certification that, to the best of the City's knowledge, Owner is in compliance with the obligations of Owner contained herein or that otherwise evidences the status of this Restriction to the extent of the City's knowledge thereof.

14. **Inspection.** With the consent of Owner, representatives of the City shall be permitted at reasonable times to inspect the Building on an annual basis at the convenience of Owner and the City. Owner covenants not to withhold unreasonably its consent in determining dates and times for such inspections.

15. **The City's Remedies.** The City may, after thirty (30) days' prior written notice to Owner, institute suit(s) to enjoin any violation of the terms of this Restriction by ex parte, temporary, preliminary, and/or permanent injunction, including prohibitory and/or mandatory injunctive relief, and to require the restoration of the Building to the condition and appearance that existed prior to the violation complained of. The City shall also have available all legal and other equitable remedies to enforce Owner's obligations hereunder.

In the event Owner is found to have violated any of its obligations, Owner shall reimburse the City for any reasonable costs or documented expenses incurred in connection with the City's enforcement of the terms of this Restriction, including court costs, and attorney's, architectural, engineering, and expert witness fees.

Exercise by the City of one remedy hereunder shall not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

16. Notice from Government Authorities. Owner shall deliver to the City copies of any notice of violation or lien relating to the Property received by Owner from any government authority within five (5) days of receipt by Owner. Upon request by the City, Owner shall promptly furnish the City with evidence of Owner's compliance with such notice or lien where compliance is required by law.

BINDING EFFECT; ASSIGNMENT

18. Runs with the Land. Except as provided in paragraphs 8 and 21.1, the obligations imposed by this Restriction shall be effective for thirty (30) years from the date of recording, as such term may be extended in accordance with the provisions of G.L. c. 184, §23, 26, and 27 and shall be deemed to run as a binding servitude with the Property. This Restriction shall extend to and be binding upon Owner and the City, their respective successors in interest and all persons hereafter claiming under or through Owner and the City, and the words "Owner", and "the City" when used herein shall include all such persons. Any right, title, or interest herein granted to the City also shall be deemed granted to each successor and assign of the City and each such following successor and assign thereof, and the word "the City" shall include all such successors and assigns.

Owner agrees to incorporate by reference the terms of this Restriction in any deed or other legal instrument by which Owner transfers any interest in all or a portion of the Property, including without limitation a leasehold interest for a term greater than one year.

Anything contained herein to the contrary notwithstanding, an owner of the Property shall have no obligation pursuant to this instrument where such owner shall cease to have any ownership interest in the Property by reason of a

bona fide transfer. The restrictions, stipulations, and covenants contained in this Restriction shall be inserted by Owner, by express reference, in any subsequent deed or other legal instrument by which Owner divests itself of either the fee simple title to or any lesser estate in the Property or any part hereof, including by way of example and not limitation, a lease of all or a portion of the Property, but excluding any lease with a term of fewer than ninety (90) days.

19. **Assignment.** The City may convey, assign, or transfer this Restriction to a unit of federal, state, or local government or to a similar local, state, or national organization that is a "qualified organization" that qualifies under the Act as an eligible donee whose purposes, *inter alia*, are to promote preservation or conservation of historical, cultural, or architectural resources, provided that any such conveyance, assignment, or transfer requires that the Purpose for which the Restriction was granted will continue to be carried out as a condition of the transfer. Owner shall give prior written approval of such conveyance, assignment, or transfer by the City, such approval not to be unreasonably withheld.

20. **Recording and Effective Date.** The City shall do and perform at its own cost all acts necessary to the prompt recording of this instrument in the land records of Middlesex County. Owner and the City intend that the restrictions arising under this Restriction take effect on the day and year this instrument is recorded in the land records of the Middlesex County.

EXTINGUISHMENT

21.1 **Extinguishment.** Owner and the City hereby recognize that circumstances may arise that may make impossible the continued ownership or use of the Building in a manner consistent with the purpose of this Restriction and necessitate extinguishment of the Restriction. Such circumstances may include, but are not limited to, partial or total destruction of the Building resulting from casualty. Extinguishment must be the result of a judicial proceeding in a court of competent jurisdiction and shall meet the requirements of the Act for extinguishment. In the event of any sale of all or a portion of the Property (or of any other property received in connection with an exchange or involuntary conversion of the Property), the proceeds of such sale shall be paid to Owner.

21.2 **Condemnation.** If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Owner and the City shall join in appropriate proceedings at the time of such taking to recover the full value of those interests in the Property that are subject to the taking and

all incidental and direct damages resulting from the taking. Such recovered proceeds shall be paid to Owner.

INTERPRETATION

22. **Interpretation.** The following provisions shall govern the effectiveness, interpretation, and duration of the Restriction.

(a) Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of Building shall not apply in the construction or interpretation of this Restriction, and this instrument shall be interpreted broadly to effect its Purpose and the transfer of rights and the restrictions on use herein contained.

(b) This instrument may be executed in two counterparts, one of which may be retained by Owner, and the other, after recording, to be retained by the City. In the event of any discrepancy between the counterparts produced, the recorded counterpart shall in all cases govern. In the event of any discrepancy between two copies of any documentation retained by the parties, the copy retained by the City shall control.

(c) This instrument is made pursuant to the Act, but the invalidity of such Act or any part thereof shall not affect the validity and enforceability of this Restriction according to its terms, it being the intent of the parties to agree and to bind themselves, their successors, and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law, or private agreement in existence either now or hereafter. The invalidity or unenforceability of any provision of this instrument shall not affect the validity or enforceability of any other provision of this instrument or any ancillary or supplementary agreement relating to the subject matter thereof.

(d) Nothing contained herein shall be interpreted to authorize or permit Owner to violate any ordinance or regulation relating to building materials, construction methods, or use. In the event of any conflict between any such ordinance or regulation and the terms hereof, Owner promptly shall notify the City of such conflict and shall cooperate with the City and the applicable governmental entity to accommodate the purposes of both this Restriction and such ordinance or regulation.

AMENDMENT

23. **Amendment.** If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Owner and the City may by mutual written agreement jointly amend this Restriction, provided that no amendment shall be made that will adversely affect the qualification of the

Restriction or the status of the City under the laws of the Commonwealth of Massachusetts. Any such amendment shall be consistent with the protection of the preservation values of the Building and the Purpose of this Restriction; shall not affect its perpetual duration; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural, historic, natural habitat, and open space values protected by this Restriction. Any such amendment shall be effective when the requirements of the Act with respect to amendments have been met and the amendment is recorded in the land records of the Middlesex County. Nothing in this paragraph shall require Owner or the City to agree to any amendment or to consult or negotiate regarding any amendment.

THIS RESTRICTION reflects the entire agreement of Owner and the City. Any prior or simultaneous correspondence, understandings, agreements, and representations are null and void upon execution hereof, unless set out in this instrument.

TO HAVE AND TO HOLD, the said Historic Preservation Restriction, unto the said City and its successors and permitted assigns forever. This HISTORIC PRESERVATION RESTRICTION may be executed in two counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but both of which together shall constitute one instrument.

IN WITNESS WHEREOF, Owner and the City have set their hands this 10 day of October, 2008.

OWNER:

THE CITY:

City Of Newton

BY:

[Signature]
Semyon Dukach

BY:

[Signature]
Donald Lang, Chairman
Newton Historical Commission

APPROVED:

[Signature]
David B. Cohen, Mayor

Approved as to legal character and form: [Signature]

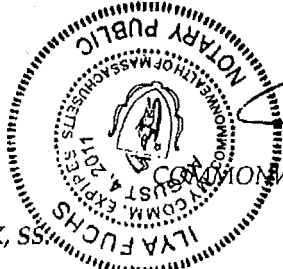
Assistant City Solicitor

COMMONWEALTH OF MASSACHUSETTS

Notary K
MIDDLESEX, SS.

October 10, 2008

On this 10 day of October, 2008, before me, the undersigned notary public, personally appeared the above-named Semyon Dukach, proved to me through satisfactory evidence of identification, which was MA 01, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose, as Executive Director of Citizens for Affordable Housing in Newton Development Organization, Inc.



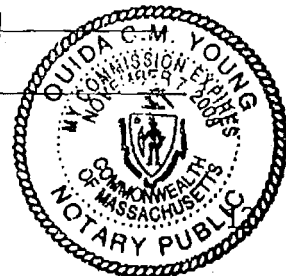
[Signature]
Notary Public
My Commission expires: _____

MIDDLESEX, SS.

Sept 25, 2008

On this 25th day of Sept, 2008, before me, the undersigned notary public, personally appeared the above-named David Cohen proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Mayor of the City of Newton.

[Signature]
Notary Public
My Commission expires: _____



COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

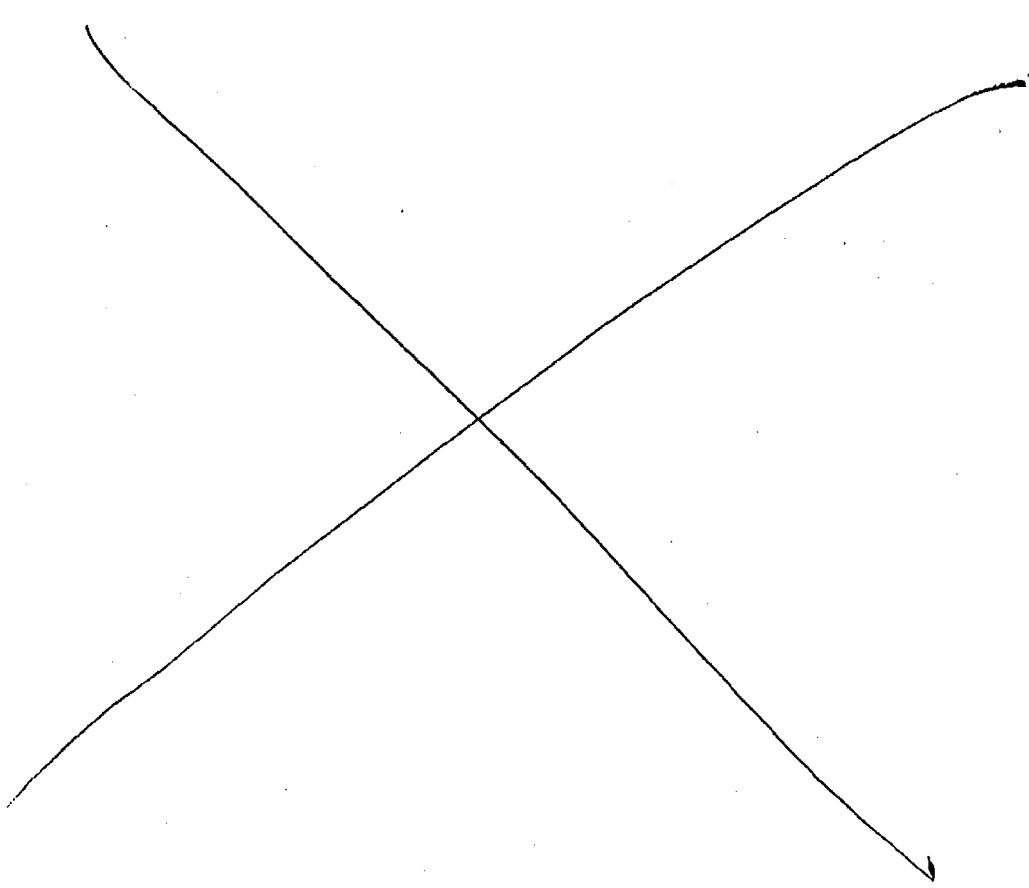
September 25, 2008

On this 25th day of September, 2008, before me, the undersigned notary public, personally appeared the above-named Donald Lang, proved to me through satisfactory evidence of identification, which was Personal Knowledge to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Chairman, Newton Historical Commission, for the City of Newton.



Anne Phelps
Notary Public

My Commission expires:



SCHEDULE OF EXHIBITS

- A. Description of 230 Lake Avenue and Site Plan
- B. Key Features, including photographs

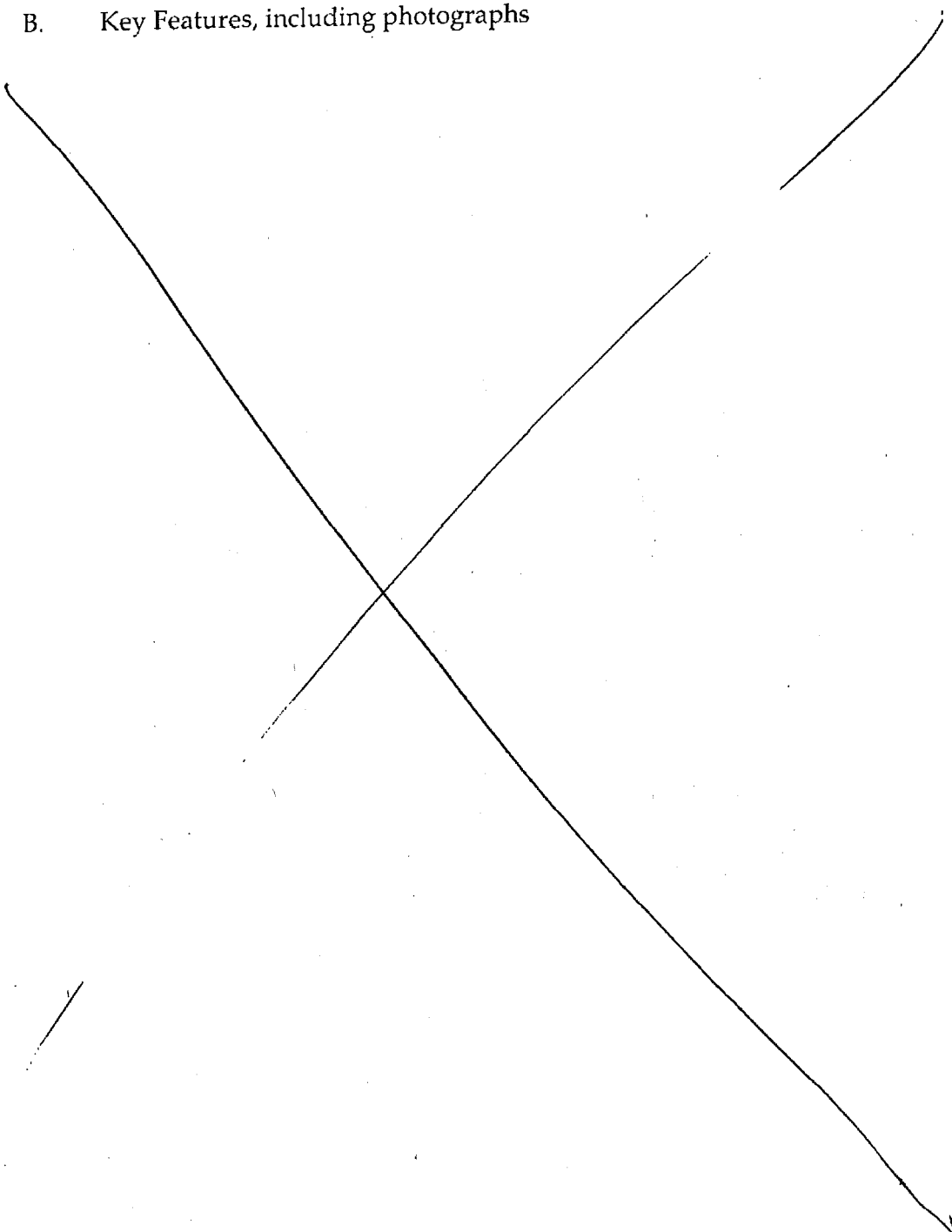


EXHIBIT A

1. Property: 230 Lake Avenue, Newton, Massachusetts

The land with the buildings and improvements thereon situated in Newton, Middlesex County, Massachusetts, now known and numbered as 230 Lake Avenue, being shown as Lot 1 on "Plan of Land Showing Lot Division, Conservation Restriction Area, and Conservation Restriction and Easement Area, 230 Lake Avenue, Newton, Massachusetts, April 16, 2008, Scale: 1" = 20', City of Newton D.P.W. Engineering Division, 1000 Commonwealth Avenue, Newton Mass", said Lot 1 being bounded and described as follows:

- Northerly: by the margin of Crystal Lake one hundred thirty-seven and 70/100 (137.70) feet;
- Northwesterly: by land of the City of Newton fifty-four and 24/100 (54.24) feet, and by a curving line by land of said City of Newton twenty and 81/100 (20.81) feet;
- Westerly: by the broken line of Lake Avenue and Rogers Street by three lines measuring respectively twenty and 88/100 (20.88) feet, fifty-one (51.00) feet and thirty-nine and 91/100 (31.91) feet;
- Southerly: by land of the City of Newton by two lines measuring respectively sixty-two and 03/100 (62.03) feet and twenty-nine and 09/100 (29.09) feet;
- Southeasterly: by land of the City of Newton by three lines measuring respectively forty-four and 48/100 (44.48) feet, thirty and 77/100 (30.77) feet, and twenty and 90/100 (20.90) feet.

Said Lot 1 contains 15,032 sq. ft., more or less, according to said plan.

For title see deed of Lorraine A. Sciegienny, trustee of the Crystal Lake Nominee Trust, dated June 19, 2008 and recorded with the Middlesex South Registry of Deeds at Book 51395, Page 302.

EXHIBIT B
Key Features

Any changes which would impact the front facade of the Building must be reviewed and approved by the Newton Historical Commission prior to receiving a building permit. The Commission will give special consideration to changes which will impact the key architectural features ("Key Features") of the Building, including the following architectural elements on the front façade, visible from public view:

- Style, form, and massing of the original 1928 Spanish Colonial structure.
- Prominent front entrance with shed tile roof flanked by narrow fixed pane windows (at the front of the building only) on gabled and hip-roofed towers.
- Exterior materials (stucco) and roof materials (Spanish tile).
- Exterior door openings including the gate entrance on the courtyard wall between house and garage.
- Window openings and original windows including fixed pane windows at the front of the building only, casement windows, and balconets.
- Open front yard with plantings.

