

STATE OF VIRGINIA
COUNTY OF _____

REHABILITATION AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, by and between the **ASSOCIATION FOR THE PRESERVATION OF VIRGINIA ANTIQUITIES PRESERVATION VIRGINIA** a nonprofit corporation organized under the laws of Virginia, hereinafter referred to as the "Association," and _____ of _____ County, Virginia, hereinafter referred to as the "Purchaser";

WITNESSETH:

THAT WHEREAS both the Association and the Purchaser desire that the historic _____ be preserved in as authentic condition as possible and, at the same time, be altered where necessary to provide modern conveniences for its new owner; and

WHEREAS, the Association and the Purchaser on this day have made and entered into a Deed and Protective Covenants, incorporating by reference this Rehabilitation Agreement and the provisions herein;

NOW, THEREFORE, The Purchaser agrees to rehabilitate the historic _____ according to the following terms, conditions, and deadlines, adequate consideration having been acknowledged in the above mentioned Deed:

A. DEADLINES FOR REHABILITATION

(1) By _____ 200_, the Purchaser shall provide modern heating, electrical, and plumbing systems, as needed.

(2) By _____ 200_, the Purchaser shall complete all interior and exterior work needed to make the original _____ comfortably habitable and to comply with this Rehabilitation Agreement.

(3) Before rehabilitation work is begun, the Purchaser shall photograph all exterior sides of the building, and all interior walls and trim in order to document the appearance, configuration, and condition of said building prior to rehabilitation.

B. GUIDELINES FOR REHABILITATION

(1) General

(a) The Purchaser agrees to adhere to and abide by the Secretary of the Interior's Standards for the Treatment of Historic Properties (1992), a copy of which is attached as "Exhibit A" and which is specifically incorporated herein by reference.

(b) The terms and conditions of this Rehabilitation Agreement may be changed with the approval of both the Foundation and the Purchaser as new and unforeseen

circumstances arise. Changes in the terms and conditions of this Rehabilitation Agreement shall be made in writing and signed by both parties.

(c) This Rehabilitation Agreement does not constitute waiver of any rights of the Foundation retained by it in its Deed and Protective Covenants with the Purchaser.

(d) The Purchaser shall give priority to repairs needed to prevent deterioration of the building.

(2) Exterior

(a) The roof shall be repaired as needed with materials sympathetic to the age and design of the house.

(b) Masonry shall be repaired or replaced as needed with the same or comparable material that matches the bond, size, color and texture as the existing material. Mortar used shall match the color and texture of existing mortar.

(c) Doors, windows and decorative trim shall be retained and repaired with materials and in a style compatible with the character of the building.

(d) The Foundation encourages the Purchaser to have paint research undertaken on the exterior of the house and to use original colors.

(e) (Insert additional provisions as needed)

(3) Heating, Air Conditioning, and Insulation

(a) The Purchaser shall choose methods of insulation which will adequately protect and preserve the original fabric of the building. Methods of insulation which have not been tested for possible adverse effects on historic structures shall be strongly discouraged. Under no circumstances shall foam-in-place or loose-fill insulation be installed in the exterior walls of the house.

(b) The Purchaser shall consult the President or Chairman of the Board of Directors of the Foundation about locations and types of any new heating and/or air conditioning systems and duct chases introduced into the building.

(4) Interior

(a) Any interior alteration made by the Purchaser shall insofar as possible respect and preserve the original wood trim (including but not limited to the floors, moldings, mantels, window and door surrounds, and staircase). No removal or alteration of said wood trim shall be made without the written approval of the President or Chairman of the Board of Directors of the Foundation.

(b) The Purchaser shall consult with the President or Chairman of the Board of Directors of the Foundation prior to the addition of any new interior walls or prior to the removal of any existing interior walls.

(c) The Purchaser shall consult with the President or Chairman of the Board of Directors of the Foundation on the location and plans of any new kitchen or bathrooms to be installed.

(d) The Purchaser shall repair existing plaster walls and ceilings as needed. If necessary, the purchaser may replace plaster walls with sheetrock.

(5) Landscaping

(a) The Purchaser shall fully landscape the premises in a manner compatible with the style and period of the house.

(b) The Purchaser shall make the best effort to maintain a clean and neat construction site while rehabilitation of the _____ takes place.

C. ENFORCEMENT

(1) If the _____ shall not be rehabilitated according to the terms, conditions, and deadlines of this Rehabilitation Agreement, then the Foundation shall have an option to repurchase the premises for the lesser of (i) a price equal to the then market value of the premises, subject to restrictive covenants (said price to be determined by the procedure described in Paragraph (2) of this Section) or (ii) the initial purchase price paid by the Purchaser plus the amount spent (exclusive of interest, insurance, and ad valorem taxes) by the Purchaser toward the rehabilitation of said building. This option will expire on _____, or upon the completion of said rehabilitation, whichever occurs first. Provided, however, that if there are any 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.

(2) The price indicated in clause (i) of Paragraph (1) of this Section shall be determined by agreement of the Purchaser 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 Purchaser, and the other to be designated by the two appraisers selected by the Foundation and the Purchaser respectively.

(3) In the event of a violation of the terms, conditions, and deadlines of this Rehabilitation Agreement, any matters in dispute will be submitted to binding arbitration by a recognized arbitrator in North Carolina upon which the Purchaser and the Foundation can agree, or in the event of no agreement on a choice of arbitrator, by a committee of three arbitrators with the first designated by the Purchaser, the second by the Foundation, and the third be designated by the two arbitrators selected by the Foundation and the Purchaser respectively. Nothing in this clause shall be construed to deny the Foundation from seeking injunctive relief to prevent the Purchaser from pursuing further activities which might have or tend to harm interests of the Foundation as set forth in this agreement or prevent damage to other legitimate historical and archaeological concerns. No failure on the part of the Foundation to enforce any term herein nor the waiver of any right hereunder by the Foundation shall discharge or invalidate such term or other term, condition of deadline hereof, or affect the right of the Foundation to enforce the same in event of a subsequent breach or default.

IN TESTIMONY WHEREOF, the parties hereto have executed this Rehabilitation Agreement in duplicate the date first set out above.

**ASSOCIATION FOR THE PRESERVATION OF VIRGINIA ANTIQUITIES
PRESERVATION VIRGINIA**

BY: _____
Elizabeth Kostelny, Executive Director

WITNESS: _____

WITNESS: _____

VIRGINIA DEPARTMENT OF HISTORIC RESOURCES

BY: _____
Kathleen S. Kilpatrick, Director

WITNESS: _____

WITNESS: _____

EXHIBIT A
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.