



The Commonwealth of Massachusetts
William Francis Galvin, Secretary of the Commonwealth
Massachusetts Historical Commission

MEMORANDUM

TO: Rev. Liz Goodman
Monterey United Church of Christ

FROM: *Paul Holtz, Historical Architect,
Co-Director, Grants Division
Massachusetts Historical Commission*

DATE: 2/9/2018

RE: Monterey Congregational Church (Monterey Meeting House)

The Massachusetts Historical Commission holds a Preservation Restriction in perpetuity or for a limited time period on the above-named property, which has benefited from a Massachusetts Preservation Projects Fund (MPPF) or other State Preservation Grant. The Restriction was recorded with the property's deed on 9/28/1998, in accordance with Chapter 184, sections 31-33 of the Massachusetts General Laws.

In order to update our records, we are asking that you complete or correct, the attached Ownership Information form and return it to the MHC offices. Please note if the ownership or use of the property has changed. MHC will be scheduling periodic site inspections of your property, at a mutually acceptable time, to ensure compliance with the Preservation Restriction. We have also attached a copy of your Preservation Restriction Agreement.

The Preservation Restriction requires the ongoing maintenance of the property and that you seek, and obtain, approval by the Massachusetts Historical Commission (MHC) for any proposed major alterations. If you are considering such alterations, please refer to the enclosed preservation restriction guidelines. We urge you to contact MHC on an informal basis early in the planning stages of alterations; our staff is always available to discuss preservation issues with you.

We encourage you to consider the Massachusetts Preservation Projects Fund (MPPF) (<https://www.sec.state.ma.us/mhc/mhcmppf/mppfidx.htm>), should you be interested in applying for grant funds. The MPPF program is available to properties in registered non-profit ownership (with IRS (501(c) 3 determination letter) or in municipal ownership. The MPPF program has received continuous annual funding since 1994. MPPF Round 24 application deadline is March 23, 2018.

If you have any questions, please feel free to contact Paul Holtz, Historical Architect, Co-Director Grants Division, Massachusetts Historical Commission.

Enclosures:

Preservation Restriction Agreement
between the Town of Monterey
by and through the Monterey Historical Commission
and the Monterey United Church of Christ.

The parties to this Agreement are the Town of Monterey, by and through the Monterey Historical Commission located at the Town Hall, Monterey, Massachusetts 01245, hereinafter referred to as the Commission, and the Monterey United Church of Christ, located at Main Road, Monterey, Massachusetts 01245, hereinafter referred to as the Grantor.

WHEREAS, the Grantor is the owner in fee simple of certain real property with improvements known as the Monterey Meeting House, located at the junction of Route 23 and Tyringham Road, Monterey, Massachusetts, thereon as described in a deed dated December 27, 1847 from Henry Mansir to the South Tyringham Meeting House Society of Tyringham, later Monterey, Massachusetts, recorded with the Berkshire County Registry of Deeds, Book 115, Page 258, and which is located at Pittsfield, Massachusetts, hereinafter referred to as the Premises.

WHEREAS, the Grantor wishes to impose certain restrictions, obligations and duties upon it as the owner of the Premises and on the successors to its right, title, and interest therein, with respect to maintenance, protection, and preservation of the Premises in order to protect the architectural, archeological and historical integrity thereof; and

WHEREAS, the preservation of the Premises is important to the public for the enjoyment and appreciation of its architectural, archeological and historical heritage and will serve the public interest in a manner consistent with the purposes of M.G.L. chapter 184, section 32, hereinafter referred to as the Act; and

WHEREAS, the Commission is a government body organized under the laws of the Commonwealth of Massachusetts and is authorized to accept these preservation

restrictions under the Act; and

NOW, THEREFORE, for good and valuable consideration, the Grantor conveys to the Commission the following preservation restrictions which shall apply for a period of three years to the Premises.

These preservation restrictions are set forth so as to ensure the preservation of those characteristics which contribute to the architectural, archeological and historical integrity of the Premises which are to be listed on the National and/or State Registers of Historic Places, under applicable state and federal legislation.

Characteristics which contribute to the architectural, archeological and historical integrity of the Premises include, but are not limited to, the artifacts, features, materials, appearance, and workmanship of the Premises, including those characteristics which would qualify the Premises for listing in the National and/or State Registers of Historic Places.

The terms of the Preservation Restriction are as follows:

1. Maintenance of Premises: The Grantor agrees to assume the total cost of continued maintenance, repair and administration of the Premises so as to preserve the characteristics which contribute to the architectural, archeological and historical integrity of the Premises in a manner satisfactory to the Commission according to the Secretary of the Interior's "Standards for the Treatment of Historic Properties." The Grantor may seek financial assistance from any source available to it. The Commission does not assume any obligation for maintaining, repairing or administering the Premises.

2. Inspection: The Grantor agrees that the Commission may inspect the Premises from time to time upon reasonable notice to determine whether the Grantor is in compliance with the terms of this Agreement.

* → 3. Alteration: The Grantor agrees that no alterations shall be made to the Premises, including the alteration of any interior, unless (a) clearly of a minor

nature and not affecting the characteristics which contribute to the architectural, archeological, or historical integrity of the Premises, or (b) the Commission has previously determined that it will not impair such characteristics after reviewing plans and specifications submitted by the Grantor, or (c) required by casualty or other emergency promptly reported to the Commission. Ordinary maintenance and repair of the Premises may be made without the written permission of the Commission. For purposes of this section, interpretation of what constitutes alterations of a minor nature and ordinary maintenance and repair is governed by the Restriction Guidelines which are attached to this agreement and hereby incorporated by reference.

4. Assignment The Commission may assign this agreement to another governmental body or to any charitable corporation or trust among the purposes of which is the maintenance and preservation of historic properties only in the event that the Commission should cease to function in its present capacity.

5. Validity and Severability: The invalidity of M.G.L. c. 184 or any part thereof shall not affect the validity and enforceability of this Agreement according to its terms. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

6. Recording: The Grantor agrees to record this Agreement with the appropriate Registry of Deeds and file a copy of such recorded instrument with the Commission and with the Massachusetts Historical Commission.

The burden of these restrictions enumerated in paragraphs 1 through 7, inclusive, shall run with the land and be binding upon future owners of an interest therein.

IN WITNESS WHEREOF, we have hereunto set our hands and seals
this 17th day of November, 1997.



Steven Snyder
Trustee, Monterey United Church of Christ

COMMONWEALTH OF MASSACHUSETTS

Berkshire, ss.

November 17, 1997

Then personally appeared the above named Steven Snyder
and acknowledging the foregoing instrument to be the free act and deed of
_____ before me,



Notary Public

My commission Expires 1/03/05



APPROVAL BY THE MONTEREY HISTORICAL COMMISSION

The undersigned hereby certifies that the foregoing preservation restrictions have been approved pursuant to Massachusetts General Laws, Chapter 184, section 32.

MONTEREY HISTORICAL COMMISSION

By Anne Marie Makuc

Anne Marie Makuc
Chairperson
Monterey Historical Commission

Berkshire, ss. November 17, 1997

Then personally appeared the above named Anne Marie Makuc and acknowledged the foregoing instrument to be the free act and deed of the Monterey Historical Commission, before me,

[Signature]

Notary Public

My commission expires on 1/3/05



THANK YOU! Irene M. Skorput
 Register of Deeds

21 Payment Check 11.00

Total 11.00

20 Rec:time 0203 Type AGMT 11.00
 DOC. 101520 BK 1046-158

MONTEREY UNITED CHURCH OF CHRIST PARK
 11/20/97

Registry of Deeds Berkshire South
 334 Main Street
 Great Barrington, Mass. 01230

Registry of Deeds Berkshire South
 334 Main Street
 Great Barrington, Mass. 01230

12/16/97

KATHLEEN WASIUK 15

6 Rec:time 1043 Type ADDM 10.00
 DOC. 101510 BK 1045-261

Total 10.00

7 Payment Cash 20.00
 # 8 Change 10.00

THANK YOU! Irene M. Skorput
 Register of Deeds

BK 1043 PG 261
12/16/97 10:43 AM. 131916

BERKSHIRE SOUTHERN DISTRICT
REGISTRY OF DEEDS
GT BARRINGTON, MA 01230

Jane M. Skerput

A R&D
10⁰⁰ - JMS

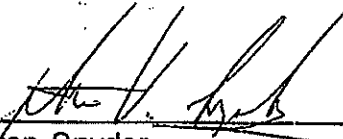
1)
10⁰⁰ -
1040/196

Kathleen Warwick
Monterey, MA 01245



Addendum to Preservation Restriction between the Monterey United Church of Christ
and the Monterey Historical Society
recorded November 20, 1997 at the Berkshire Registry of Deeds


Subordination: should allocation of funds be granted by the Massachusetts Historical Commission under the Massachusetts Preservation Projects Fund, this agreement will be subservient to a Preservation Restriction Agreement between the owners and the Massachusetts Historical Commission.



Steven Snyder
Trustee, Monterey United Church of Christ

December 15, 1997

Then personally appearing before me the above named Steven Snyder and acknowledging the foregoing instrument to be the free act and deed of Steven Snyder before me,



Notary Public



Anne Makuc
Chair, Monterey Historical Commission

December 15, 1997

Then personally appearing before me the above named Anne Makuc and acknowledging the foregoing instrument to be the free act and deed of Anne Makuc,



Notary Public

For Preservation Restriction Agreement
See Book 1040 page 196.

11

Robert P. Wescor
Hathorn Hill
Burlington, MA 01245
Montgomery

W. W. Wescor
Montgomery

11/11/97

Notary Public for the State of Massachusetts
My Commission Expires on 11/11/97

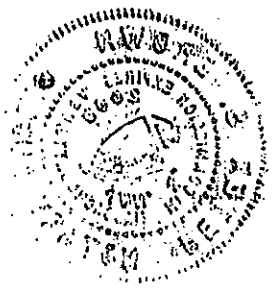
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11/20/97 02:05 DOC. 131530

REGISTERED SOUTHERN DISTRICT
REGISTRY OF DEEDS
GT BARRINGTON, MA 01230

James M. Stewart

PK Red PK
PK 11

COMPALED
BY JMS



RESTRICTION GUIDELINES

The purpose of the Restriction Guidelines is to clarify Paragraph Three of the Terms of the Preservation Restriction Agreement, which deals with alterations to the Premises. Under this Paragraph, prior permission from the Massachusetts Historical Commission is required for any major alteration. Alterations of a minor nature, which are part of ordinary maintenance and repair, do not require the Commission's prior review.

In an effort to explain what constitutes a minor alteration and what constitutes a major change, which must be reviewed by the Commission, the following list has been developed. By no means is this list comprehensive: it is only a sampling of some of the more common alterations, which may be contemplated by building owners.

PAINT

Minor - Exterior or interior hand scraping and repainting of non-decorative and non-significant surfaces as part of periodic maintenance.

Major - Painting or fully stripping decorative surfaces or distinctive stylistic features including murals, stenciling, wallpaper, ornamental woodwork, stone, decorative or significant original plaster.

WINDOWS AND DOORS

Minor - Regular maintenance including caulking, painting and necessary reglazing. Repair or in-kind replacement of existing individual decayed window parts.

Major - Wholesale replacement of units; change in fenestration or materials; alteration of profile or setback of windows as well as any level of stained glass window conservation/restoration. The addition of storm windows is also considered a major change; however, with notification it is commonly acceptable.

EXTERIOR

Minor - Spot repair of existing cladding and roofing including in-kind replacement of clapboards, shingles, slates, etc.

Major - Large-scale repair or replacement of cladding or roofing. Change involving inappropriate removal or addition of materials or building elements (i.e., removal of chimneys or cornice detailing; installation of architectural detail which does not have a historical basis); altering or demolishing building additions; spot repointing of masonry. Structural stabilization of the Premises is also considered a major alteration.

LANDSCAPE/OUTBUILDINGS

Minor - Routine maintenance of outbuildings and landscape including lawn mowing, pruning, planting, painting, and repair.

Major - Moving or subdividing buildings or Premises; altering of Premises; altering or removing significant landscape features such as gardens, vistas, walks, plantings; ground disturbance affecting archaeological resources.

WALLS/PARTITIONS

Minor - Making fully reversible changes (i.e., sealing off doors in situ, leaving doors and door openings fully exposed) to the spatial arrangement of a non-significant portion of the building.

Major - Creating new openings in walls or permanently sealing off existing openings; adding permanent partitions which obscure significant original room arrangement; demolishing existing walls; removing or altering stylistic features; altering primary staircases.

HEATING/AIR CONDITIONING/ELECTRICAL/PLUMBING SYSTEMS

Minor - Repair of existing systems.

Major - Installing or upgrading systems which will result in major appearance changes (i.e., dropped ceilings, disfigured walls or floors, exposed wiring, ducts, and piping); the removal of substantial quantities of original plaster or other materials in the course of construction.

Changes classified as major alterations are not necessarily unacceptable. Under the Preservation Restriction, such changes must be reviewed by the Commission and their impact on the historic integrity of the Premises assessed.

It is the responsibility of the owner of the Premises (Grantor) to notify the Commission in writing when any major alterations are contemplated. Substantial alterations may necessitate review of plans and specifications.

The intent of the Preservation Restriction is to enable the Commission to review proposed alterations and assess their impact on the integrity of the Premises, not to preclude future change. Commission staff will attempt to work with Grantors to develop mutually satisfactory solutions, which are in the best interests of the Premises.

BK 1090 PG 315
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PRESERVATION RESTRICTION AGREEMENT
between the MASSACHUSETTS HISTORICAL COMMISSION
and the FINE CRAFTS CORPORATION, INC.

The parties to this Agreement are the Commonwealth of Massachusetts, by and through the Massachusetts Historical Commission located at the Massachusetts Archives Building, 220 Montserrat Boulevard, Boston, Massachusetts 02125, hereinafter referred to as the Commission, and the FINE CRAFTS CORPORATION, INC., a corporation organized under the laws of the State of Massachusetts, located at 1000 United Church of Christ, White Road, Westport, Massachusetts 01581, hereinafter referred to as the Grantor.

WHEREAS, the Grantor is the owner in fee simple of certain real property with improvements known as the Mottery Meeting House, thence as described in a deed dated December 27, 1845, from Henry Mantr to the South Tynningham Meeting House Society of Tynningham, later Mottery, Massachusetts, recorded with the Berkshire County Registry of Deeds, Book 115, Page 258, and which is located at the junction of R229 and Tynningham Road, Mottery, Massachusetts hereinafter referred to as the Premises. See also a deed dated January 6, 1990, recorded in book 1017, Page 27.

WHEREAS, the Grantor wishes to impose certain restrictions, obligations and duties upon it as the owner of the Premises and on its successors in fee right, title and interest therein, with respect to maintenance, protection, and preservation of the Premises in order to protect the architectural, archaeological and historical integrity thereof; and

WHEREAS, the Premises is eligible for listing in the National Register of Historic Places; and

WHEREAS, the preservation of the Premises is important to the public for the enjoyment and appreciation of its architectural, archaeological and historical heritage and will serve the public interest as a



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Page 1 of 7 03/20/1998 12:05PM

BK 1090 PG 316

manner consistent with the purposes of M.G.L. chapter 184, section 32, hereinafter referred to as the Act;
and

WHEREAS, the Commission is a government body organized under the laws of the Commonwealth of Massachusetts and is authorized to accept these preservation restrictions under the Act;

NOW, THEREFORE, for good and valuable consideration, the Grantor conveys to the Commission the following preservation restrictions which shall be for a period in Perpetuity to the Premises.

These preservation restrictions are set forth so as to ensure the preservation of those characteristics which contribute to the architectural, archaeological and historical integrity of the Premises which have been listed on the National and/or State Registers of Historic Places, under applicable state and federal legislation. Characteristics which contribute to the architectural, archaeological and historical integrity of the Premises include, but are not limited to, the artifacts, features, materials, appearance, and workmanship of the Premises, including those characteristics which originally qualified the Premises for listing in the National and/or State Registers of Historic Places.

The terms of the Preservation Restriction are as follows:

1. Maintenance of Premises: The Grantor agrees to assume the total cost of continued maintenance, repair and administration of the Premises so as to preserve the characteristics which contribute to the architectural, archaeological and historical integrity of the Premises in a manner satisfactory to the Commission according to the Secretary of the Interior's "Standards for the Treatment of Historic Properties." The Grantor may seek financial assistance from any source available to it. The Commission does not assume any obligation for maintaining, repairing or administering the Premises.
2. Inspection: The Grantor agrees that the Commission may inspect the Premises from time to time upon reasonable notice to determine whether the Grantor is in compliance with the terms of this Agreement.
3. Alterations: The Grantor agrees that no alterations shall be made to the Premises,

BK 1090 PG 317

including the alteration of any interior, unless (a) clearly of minor nature and not affecting the characteristics which contribute to the architectural, archaeological or historical integrity of the Premises, or (b) the Commission has previously determined that it will not impair such characteristics after reviewing plans and specifications submitted by the Grantor, or (c) required by casualty or other emergency promptly reported to the Commission. Ordinary maintenance and repair of the Premises may be made without the written permission of the Commission. For purposes of this section, interpretation of what constitutes alterations of a minor nature and ordinary maintenance and repair is governed by the Restriction Guidelines which are attached to this Agreement and hereby incorporated by reference.

4. Assignment: The Commission may assign this Agreement to another governmental body or to any charitable corporation or trust among the purposes of which is the maintenance and preservation of historic properties only in the event that the Commission should cease to function in its present capacity.

5. Validity and Severability: The invalidity of M.G.L. c. 184 or any part thereof shall not affect the validity and enforceability of this Agreement according to its terms. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

6. Recording: The Grantor agrees to record this Agreement with the appropriate Registry of Deeds and file a copy of such recorded instrument with the Commission.

7. Other Provisions: None applicable.

The burden of these restrictions enumerated in paragraphs 1 through 7, inclusive, shall run with the land and be binding upon future owners of an interest therein.

BK 1090 PG 318

IN WITNESS WHEREOF, we have hereunto set our hands and seals this twenty-seventh day of September, 1998.

Arthur V. Snyder
Esq. C. Co.; Treasurer

COMMONWEALTH OF MASSACHUSETTS

Berkshire, ss. September 26, 1998.

Then personally appeared the above named Steven V. Snyder
and acknowledged the foregoing instrument to be the free act and deed of himself
before me,

Juliana J. Serna
Notary Public
My Commission Expires MARCH 15, 2002



BK 1090 PG 319

APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION

The undersigned hereby certifies that the foregoing preservation restrictions have been approved pursuant to Massachusetts General Laws, Chapter 184, section 32.

MASSACHUSETTS HISTORICAL COMMISSION

By Judith B. McDonough
Judith B. McDonough
Executive Director
Massachusetts Historical Commission

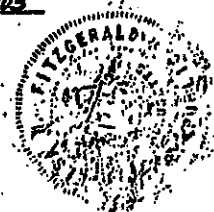
COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss. September 4, 1998

Then personally appeared the above named Judith B. McDonough and acknowledged the foregoing instrument to be the free act and deed of the Massachusetts Historical Commission, before

Notary Public

Eloa N. Fitzgerald
My Commission Expires 10/9/2003



BK 1090 PG 320

RESTRICTION GUIDELINES

The purpose of the Restriction Guidelines is to clarify paragraph three of the terms of the preservation restriction which deals with alterations to the premises. Under this section permission from the Massachusetts Historical Commission is required for any major alteration. Alterations of a minor nature which are part of ordinary maintenance and repair do not require MHC review.

In an effort to explain what constitutes a minor alteration and what constitutes a major change which must be reviewed by the MHC, the following list has been developed. By no means is this list comprehensive; it is only a sampling of some of the more common alterations which may be contemplated by building owners.

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WINDOWS AND DOORS

Minor - Regular maintenance including caulking, painting and necessary reglazing. Repair or in-kind replacement of existing individual decayed window parts.

Major - Wholesale replacement of units; change in fenestration or materials; alteration of profile or setback of windows. The addition of storm windows is also considered a major change, however, with notification it is commonly acceptable.

EXTERIOR

Minor - Spot repair of existing cladding and roofing including in-kind replacement of clapboards, shingles, slates, etc.

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LANDSCAPE/OUTBUILDINGS

Minor - Routine maintenance of outbuildings and landscape including lawn mowing, pruning, planting, painting, and repair.

Major - Moving or subdividing buildings or property; altering of property; altering or removing significant landscape features such as gardens, vistas, walks, plantings; ground disturbance affecting archaeological resources.

WALLS/PARTITIONS

BK 1090 PG 321

Minor - Making fully reversible changes (i.e. sealing off doors in situ, leaving doors and door openings fully exposed) to the spatial arrangement of a non-significant portion of the building.

Major - Creating new openings in walls or permanently sealing off existing openings; adding permanent partitions which obscure significant original room arrangement; demolishing existing walls; removing or altering stylistic features; altering primary staircases.

HEATING/AIR CONDITIONING/ELECTRICAL/PLUMBING SYSTEMS

Minor - Repair of existing systems.

Major - Installing or upgrading systems which will result in major appearance changes (i.e. dropped ceilings, disfigured walls or floors, exposed wiring, ducts, and piping); the removal of substantial quantities of original plaster or other materials in the course of construction.

Changes classified as major alterations are not necessarily unacceptable. Under the preservation restriction such changes must be reviewed by the MHC and their impact on the historic integrity of the premise assessed.

It is the responsibility of the property owner to notify the MHC in writing when any major alterations are contemplated. Substantial alterations may necessitate review of plans and specifications.

The intent of the preservation restriction is to enable the Commission to review proposed alterations and assess their impact on the integrity of the structure, not to preclude future change. MHC staff will attempt to work with property owners to develop mutually satisfactory solutions which are in the best interests of the property.

SOUTHERN BERKSHIRE REGISTRY OF DEEDS