

MEMORANDUM OF AGREEMENT
BETWEEN THE U.S. DEPARTMENT OF VETERANS AFFAIRS, THE CITY OF FORT
THOMAS, KENTUCKY, AND THE KENTUCKY HERITAGE COUNCIL (STATE
HISTORIC PRESERVATION OFFICE) REGARDING THE SALE OF A 12.554-ACRE
PARCEL OF LAND FROM THE FORT THOMAS CAMPUS OF THE CINCINNATI VA
MEDICAL CENTER IN FORT THOMAS, KENTUCKY

WHEREAS, pursuant to Public Law 109-461, Section 813, the United States Department of Veterans Affairs (VA) proposes to convey a 12.554 acre parcel of land from the Fort Thomas Campus of the Cincinnati VA Medical Center in Fort Thomas (the Parcel), Kentucky to the City of Fort Thomas (City), which in turn plans to sell a portion of the property to a real-estate developer as well as retain a portion of the property (the Undertaking); and

WHEREAS, VA has established the Undertaking's area of potential effects (APE), as defined at 36 CFR 800.16(d), to be the Parcel; and

WHEREAS, VA has determined that the Parcel is included within the National Register of Historic Places boundaries of the Fort Thomas Military District, and that the ten residential buildings and one barbeque pit located on this Parcel are contributing resources of said district; and

WHEREAS, VA has conducted an archaeological survey of the Parcel, which did not identify any significant archaeological sites; and

WHEREAS, VA has determined that transfer of the historic property out of Federal ownership, or control without adequate and legally enforceable restrictions or conditions to ensure the long-term preservation of the property, would constitute an adverse effect to the property; and

WHEREAS, VA has consulted with the City, the Kentucky Heritage Council, and the Campbell County Historical Society in accordance with Section 106 of the National Historic Preservation Act, 16 U.S.C. § 470 (NHPA), and its implementing regulations (36 CFR Part 800.6(b)(1)) to resolve the adverse effects of the Undertaking on historic properties; and

WHEREAS, pursuant to 36 CFR 800.6(c)(2) VA has invited the City to sign this Memorandum of Agreement (MOA); and

WHEREAS, pursuant to 36 CFR 800.6(c)(3) VA has invited the Campbell County Historical Society to concur in this MOA;

NOW, THEREFORE, VA and the Kentucky Heritage Council agree that upon VA's decision to proceed with the Undertaking, VA shall ensure that the following stipulations are implemented in order to take into account the effects of the Undertaking on historic

properties, and that these stipulations shall govern the Undertaking and all of its parts until this MOA expires or is terminated.

Stipulations

VA and the City shall ensure that the following stipulations are implemented:

VA shall ensure that title restrictions are developed and included in the transfer instrument from VA to the City and recorded in the real estate records of Campbell County, Kentucky for the sale of the property. The title restrictions shall call for the preservation or rehabilitation of the exteriors of the National Register-listed properties in accordance with the *Secretary of the Interior's Standards for the Treatment of Historic Properties* in perpetuity to run with the land. Any additions or new construction within the Parcel shall also conform to these standards. Since, upon acquisition of the property, the City currently plans to immediately sell a portion of the property to a real-estate developer as well as retain a portion of the property, and since the City has an expressed interest in the long-term preservation of the property, the title restrictions shall identify the City as the Covenantee. Any subsequent deeds of conveyance by the City shall restate the same restrictions contained in the deed of transfer from the VA to the City. VA, KHC and the City have developed architectural design guidelines to facilitate the implementation of the preservation standards outlined in the title restrictions, and a copy of those guidelines are attached to this agreement as Exhibit A (Architectural Guidelines). The title restrictions will grant the Covenantee the right to inspect the property at all reasonable times to ensure that the treatment of the buildings is consistent with these standards.

If the terms of this agreement have not been implemented within two (2) years from the date of execution, this agreement shall automatically expire, and will be considered null and void, unless it is extended by all of the signatories identified in the signatures lines below.. If the parties to this agreement sign on different dates, "date of execution" is defined as the date on which the last party signs. In such event, VA shall notify the other parties to this agreement, and if VA chooses to continue with the Undertaking, shall re-initiate review of the undertaking in accordance with 36 CFR Part 800.

Execution of this MOA by VA and the Kentucky Heritage Council, and its submission to the Advisory Council on Historic Preservation (Council) in accordance with 36 CFR 800.6(b)(1)(iv), shall, pursuant to 36 CFR 800.6(c), be considered to be an agreement with the Council for the purposes of Section 110(l) of NHPA. Execution and submission of this MOA, and implementation of its terms evidence that VA has afforded the Council an opportunity to comment on the Undertaking and its effects on historic properties, and that VA has taken into account the effects of the Undertaking on historic properties.

U.S. Department of Veterans Affairs

By: [Signature] Date: 8/6/14

Kentucky State Historic Preservation Officer

By: [Signature] Date: 7-10-14

City of Fort Thomas

By: [Signature] Date: 6-16-14

CONCUR:

Campbell County Historical Society

By: Pamela S. Casbolt Date: 6-26-14

**Memorandum of Agreement By and Between the United States Department Of
Veterans Affairs and the City of Fort Thomas, Kentucky**

PREAMBLE

This Memorandum of Agreement ("MOA") dated as of the Effective Date sets forth the terms and conditions by which, as authorized by Public Law 109-461, Section 813, the United States Department of Veterans Affairs ("VA") and the City of Fort Thomas, Kentucky ("City") will work together and proceed in good faith toward consummating the transactions necessary, for the Secretary of VA ("Secretary") to convey to City all right, title, and interest of the United States and its assigns, in and to a parcel of real property and 15 total structures (including five single family houses and five duplexes and three garages located thereon), on a parcel of land consisting of approximately 12.554 acres ("the Parcel" which is currently managed by VA and located in the northeastern portion of Tower Park in Fort Thomas, Kentucky, depicted as Parcel A on Attachment A. Any such conveyance shall be subject to lawful existing rights, easements, and rights-of-way.

MOA EXHIBIT LIST

VA and City hereby agree that the following constitute the Attachments to this MOA, and each of them are attached hereto and incorporated by this reference:

Attachment A	Legal Description of Parcel
Attachment B	Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Phase 1 Environmental Assessment of Parcel

MOA TERMS AND CONDITIONS

The Secretary, as described in the Preamble to this MOA, shall transfer Parcel to City pursuant to the requirements of P.L. 109-461, Section 813, subject to the following additional terms and conditions:

City's Responsibilities:

- 1) The appraisal obtained by VA of \$510,000 is acceptable to the City, and the City promptly upon completion of the terms and conditions hereinafter set forth agrees to:
 - a) Perform environmental abatement and remediation identified in Attachment B above to the extent required by all relevant Federal, State and Local laws, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA); the Residential Lead-Based Paint Hazard Reduction Act of 1992; the National Emission Standards for Hazardous Air Pollutants (NESHAP), 40 C.F.R. 61.140 through 61.157, and all relevant Kentucky Air Regulations, including 401 KAR 58:025, prior to transfer.

- b) Provide VA a copy of the City's environmental remediation and/or abatement plans prior to the start of such remediation/abatement work.
- c) Hire properly licensed, accredited, and certified asbestos and lead based paint abatement and or remediation contractor(s) to perform all required asbestos and lead paint remediation and or abatement work upon the Parcel in compliance with Section 1(a) above; Upon completion of remediation or abatement actions, the City agrees to conduct any required Federal, State or Local testing and or risk assessment and provide VA with documentation certifying that the required abatement and or remediation standards have been achieved.
- d) The City intends to enter into a Contract with a private third party purchaser ("Purchaser") of this real estate, which closing would occur immediately after the transfer from VA to the City. Therefore, the City intends to assign the environmental abatement and remediation responsibilities and duties, described in paragraphs a), b), and c), to the Purchaser to be completed prior to transfer from VA to the City.
- e) Include Notice of the presence of Asbestos and Lead Based Paint Hazards and the abatement process to address those Hazards in all future transfer deeds from the City to purchasers involving the Parcel, giving notice to future owners and occupiers;
- f) Include indemnification and hold harmless language acceptable to VA in future transfer deeds wherein VA will be indemnified to the extent allowed by law.
- g) Include a restrictive clause in the deed relevant to the Long-Term preservation of the historic integrity of the Parcel.
- h) Provide detailed, itemized descriptions of the costs incurred for environmental remediation.
- i) Reimburse VA the amount of \$166,711.76. ("administrative conveyance cost") which is the actual cost incurred by VA to carry out the conveyance, including survey costs and costs related to environmental documentation. The administrative conveyance cost may be deducted from the actual expenses incurred by the City to perform environmental asbestos and lead paint remediation. Should the cost of the remediation be less than \$166,711.76, the additional amount owed will be credited to the purchase price and paid by the City at closing.

VA Responsibilities:

1) VA agrees to:

- a) Not unreasonably withhold approval of City's proposed remediation and or abatement contractor(s);

- b) Credit City with the City's total actual costs incurred for the City's environmental asbestos and lead paint remediation and or abatement on the Parcel, in the form of a discount from the agreed-upon fair market purchase price for acquiring title to the Parcel, as determined by the Secretary; and in no event shall such VA credit to the City be less than the total of the City's and its contractor's actual costs incurred, unless the costs exceed \$510,000 (see Para C).
 - c) As the Purchaser's contractor is to perform the remediation and/or abatement, those total actual costs will be discounted from the fair market purchase price and shall be approved by VA prior to commencement of the remediation and/or abatement. VA will have 60 days upon receipt of complete documentation from the City to approve or deny the cost proposed by the City and its contractors. **In no event shall VA be required to reimburse the City for costs that exceed the fair market value of the property, which is mutually agreed to be \$510,000.**
 - d) Comply with all legal requirements under the National Environmental Policy Act (NEPA) prior to the execution of the contract discussed in Paragraph 1(d) above.
 - e) Allow Access to the Parcel by providing for a revocable license compliant with applicable Federal law to the City to allow City and City's contractors and utility providers access to VA land for the purpose of performing the City's environmental remediation, and or abatement responsibilities, and activities related to the acquisition and sale of the Parcel, including installation, upgrade, repair and/or relocation of utilities at no cost to VA. Notwithstanding anything in this MOA to the contrary, the City agrees that it shall complete or cause to be completed per Paragraph 1(a) above, any and all abatement and remediation activities begun by or for the City under this MOA.
- 2) The Parties agree that "environmental remediation" as referenced in Public Law 109-461 Section 813, has been interpreted by the parties to mean abatement and/or remediation of lead and asbestos hazards and remedial/response actions as required under CERCLA. Therefore, "environmental remediation" for this property is limited to the actions identified in Attachment B. Additionally, VA will comply with all requirements of CERCLA § 120(h), which includes what is commonly referred to as the "CERCLA warranty" (CERCLA §120(h)(3)(ii)).
- 3) Federal Law requires VA to give notice of friable Asbestos Containing Materials and the presence of Lead Based Paint. The City agrees to be responsible for remediation and or abatement of these contaminants and may assign the remediation and or abatement to a private third party for completion pursuant to Section 1 above.
- 4) Costs and Expenses - Except as otherwise provided in Paragraph 2 above, each party shall bear its own costs and expenses (including attorney's fees and expenses) relating to negotiating, consummating, and meeting its respective obligations under this MOA.

- 5) The MOA term shall commence beginning on the date that the parties affix their signatures below (provided that, if it is signed on different days, the term shall commence as of the date of the second party's signature), which date shall be the "Effective Date" of this MOA.
- 6) Upon completion of the environmental remediation and abatement by the Purchaser as assigned by the City, VA agrees to transfer the title to the real estate to the City within ninety (90) calendar days.
- 7) The obligation of the City to purchase said real estate is contingent upon: (A) the entry of a Contract to Purchase said real estate between the City and to a Purchaser; and (B) the ability of the City's Purchaser to purchase the real estate immediately upon transfer from VA to the City.
- 8) VA authorizes the City to rezone the real estate and to adopt a Development Plan specifically stating in the Plan that it is only applicable if title to the Parcel is transferred from VA to the City. In the event that title to the Parcel is not transferred from the VA to the City, then the rezoning and Development Plan shall not be applicable to the Parcel
- 9) No agreement shall be effective to amend, change, modify, waive, release, discharge, or terminate this MOA, in whole or in part, unless such agreement is in writing, refers expressly to the MOA, and is duly signed by VA and City.
- 10) **Entire Agreement.** All terms and conditions with respect to this Agreement are expressly contained herein and supersede all previous oral and written statements and documents, and the City agrees that no representative or agent of VA has made any representation or promise with respect to this Agreement not expressly contained herein. This Agreement may be amended, modified or altered only by an agreement in writing, duly executed by or on behalf of the party or parties against whom enforcement of any waiver, change, modification, consent or discharge is sought.
- 11) **Counterparts.** This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 12) **Notices.** All notices, approvals, consent, requests and other communications required by this Agreement shall be sent in writing and directly to the appropriate party listed below:

If to City:

Attn: Don Martin
City of Fort Thomas
130 N. Fort Thomas Ave.
Fort Thomas, KY 41075

With a copy to:

Jann Seidenfaden
City of Fort Thomas
130 N. Fort Thomas Ave.
Fort Thomas, KY 41075

Bertelsman, Kaufmann, Seidenfaden & Kolentse
122 N. Ft. Thomas Ave
Ft. Thomas, Kentucky 41075

If to Government:

Director, Real Property Service
Real Property Services (003C1E)
Office of Construction and Facilities Management
Department of Veterans Affairs
425 I Street, NW
Washington, DC 20001
(202) 632-4641: phone
(202) 632-5831: fax

With a copy to:

Amanda Wehner (CFM)
Department of Veterans Affairs
Real Property Service (003C1E)
425 I Street, NW
Washington, DC 20001
(202) 632-5676: phone
(202) 632-5831: fax
Amanda.wehner@va.gov

With an additional copy to:
William Sexton, Esq. (OGC/025A)
Department of Veterans Affairs
Office of General Counsel
810 Vermont Ave NW
Washington, DC 20420

Each notice shall be deemed received at the earlier of (a) when delivered by hand, (b) forty-eight (48) hours after the same has been deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, or (c) twenty-four (24) hours after the same has been deposited for overnight delivery with a nationally recognized overnight delivery service which provides tracking and receipt services for such deposited notices, addressed in all cases to the respective party at their addresses set forth above.

Department of Veterans Affairs



Jessica Kaplan, Director, Real Property Service (003C1E)

8/16/14

Date

City of Fort Thomas



Mary H. Brown, Mayor

3-19-13

Date

Property Description
12.554 Acre Parcel
Tower Park Military Reservation
City of Fort Thomas, Campbell County Kentucky
December 26, 2007

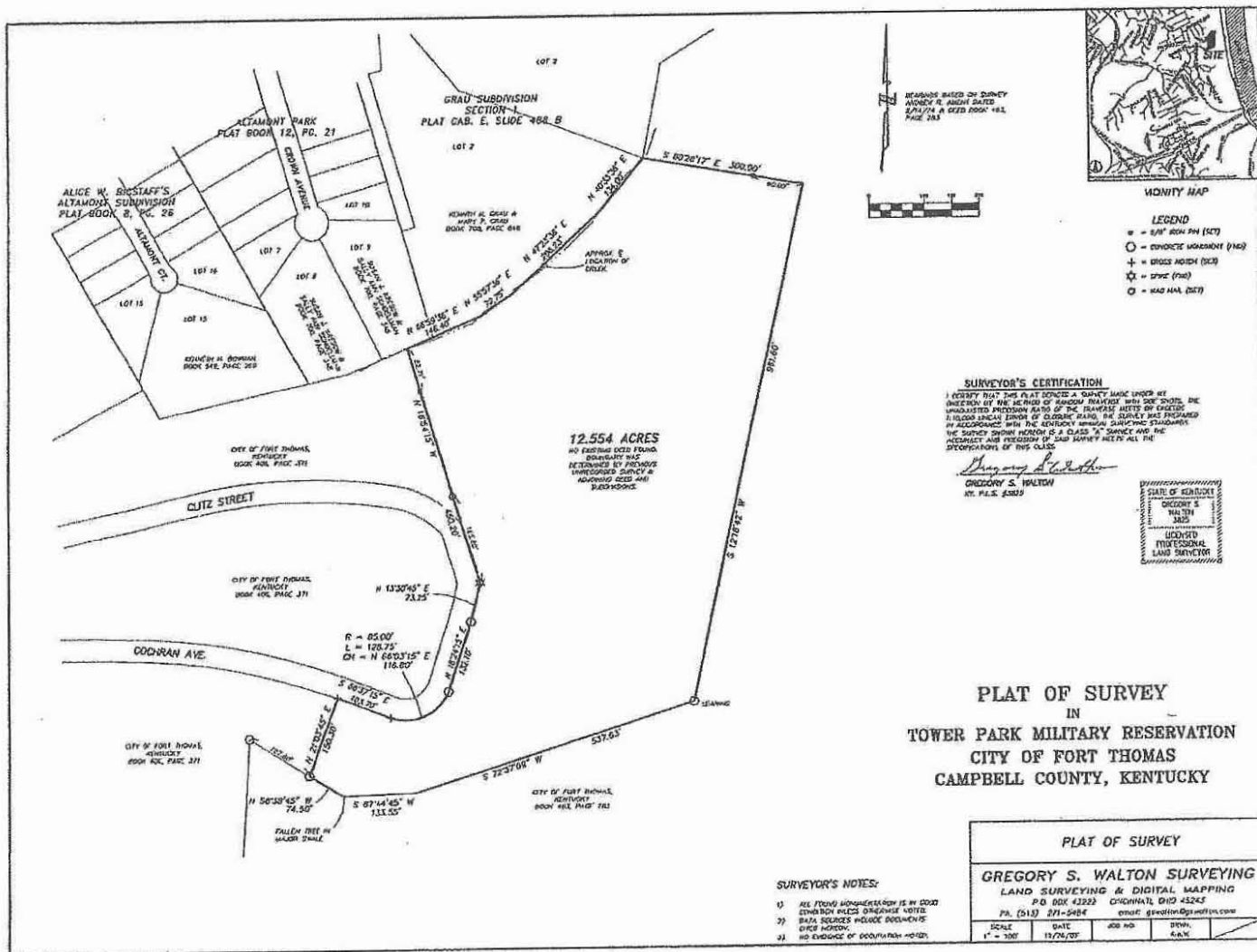
Situated in the Tower Park Military Reservation, City of Fort Thomas, Campbell County, Kentucky and being more particularly described as follows;

Beginning at the extreme north corner of the original 116.62 acre Fort Thomas Military Reservation, said corner being common to Lot Number 45 in Kinney's Highland Home Subdivision as platted and recorded in Deed Book Number 22, Page 2,3,4,5 and 6 of the Campbell County, Kentucky records; thence with the boundary line of said original Fort Thomas Military Reservation South 59° 30' 00" West 535.04 feet; thence South 11° 08' 00" West 175.33 feet to a point on the south line of Grau Subdivision Section 1, Plat Cabinet E, Slide 488 B as recorded in the Campbell County records said point also being the TRUE POINT OF BEGINNING of the parcel herein described and running thence South 80° 26' 17" East 300.00 feet (crossing an iron pin at 210.00 feet) thence South 12° 18' 42" West 961.60 feet to a concrete monument (found) thence; South 72° 37' 09" West 537.63 feet; thence South 87° 44' 45" West 133.55 feet; thence North 58° 38' 45" West 74.50 feet to a concrete monument (found); thence North 21° 03' 45" East 150.30 feet to a cross notch (set) on the south line of Cochran Avenue as constructed; thence along said south line of Cochran Avenue as constructed South 68° 37' 15" East 103.70 feet to a cross notch (set) said point also being a point of curvature of a 85.00 foot radius curve to the left (chord bears North 66° 03' 15" East 116.80 feet) thence along the arc of said curve and south line of Cochran Avenue as constructed 128.75 feet to a concrete monument (found); thence North 18° 24' 15" East along said east line of Cochran Avenue as constructed 132.10 feet to a concrete monument found; thence North 13° 30' 45" East along said east line of Cochran Avenue as constructed 73.25 feet to a spike (found); thence North 16° 54' 15" West 450.20 feet (crossing a mag nail set at 165.80 feet and an iron pin set at 367.49 feet) to a point on the south line of Altamont Park Subdivision as recorded in Plat Book 12 Page 21 of the Campbell County records; thence North 66° 59' 36" East along said Altamont Park Subdivision and the aforementioned south line of Grau Subdivision Section 1, Plat Cabinet E, Slide 488 B as recorded in the Campbell County records 146.40 feet; thence eastwardly along the south line of said Grau Subdivision the next three (3) courses;

- 1) North 55° 57' 36" East 72.75 feet;
- 2) North 47° 25' 36" East 206.23 feet;
- 3) North 40° 35' 36" East 134.00 feet to the TRUE POINT OF BEGINNING.

Contains 12.554 Acres.

Subject to all restrictions and easements of record.





260 Northland Boulevard, Suite 114
Cincinnati, Ohio 45246 - 3610
Phone (513) 769-9057 • Fax (513) 772-5727
1-800-508-8034
keramida@keramida.com • www.keramida.com

**PHASE I ENVIRONMENTAL SITE ASSESSMENT
DEPARTMENT OF VETERANS AFFAIRS CINCINNATI MEDICAL CENTER
FORT THOMAS DIVISION
OFFICERS QUARTERS
FORT THOMAS, KENTUCKY
KERAMIDA PROJECT NO. 2-12496**

Submitted to:

ASPIRE GROUP
Mr. John Hurt
3666 Paxton Avenue
Cincinnati, Ohio 45208

Submitted by:

KERAMIDA ENVIRONMENTAL, INC.
260 Northland Boulevard, Suite 114
Cincinnati, Ohio 45246
(513) 769-9057

January 28, 2008



KERAMIDA

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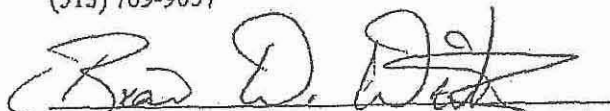
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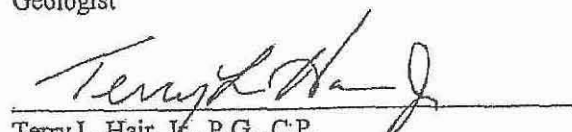
Submitted to: **ASPIRE**
Mr. John Hurt
3666 Paxton Avenue
Cincinnati, Ohio 45208

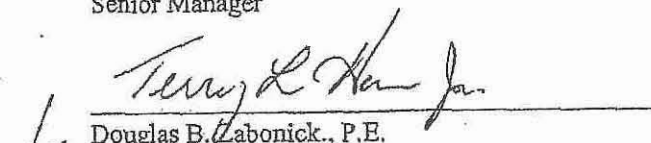
Submitted by: **KERAMIDA ENVIRONMENTAL, INC.**
260 Northland Boulevard, Suite 114
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Prepared by:


Brian Winter
Geologist

Reviewed by:


Terry L. Hair, Jr., P.G., C.P.
Senior Manager


Douglas B. Zabonick, P.E.
Senior Vice President

January 28, 2008



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KERAMIDA PROJECT NO. 2-12496**

Submitted to:

ASPIRE GROUP
Mr. John Hurt
3666 Paxton Avenue
Cincinnati, Ohio 45208

Submitted by:

KERAMIDA ENVIRONMENTAL, INC.
260 Northland Boulevard, Suite 114
Cincinnati, Ohio 45246
(513) 769-9057

January 28, 2008

EXECUTIVE SUMMARY

During November 2007, KERAMIDA Environmental, Inc. (KERAMIDA) performed a Phase I Environmental Site Assessment (Assessment) of the Former Officer's Quarters at the Veterans Affairs (VA) Hospital located at the Fort Thomas Military Reservation, Fort Thomas, Campbell County, Kentucky, (Site) at the request of Mr. John Hurt, Aspire Group (Client). KERAMIDA performed a Phase I Environmental Site Assessment (Assessment) in conformance with the scope and limitations of ASTM Practice E 1527-05 of the Site, at the request of the Client. Any exceptions to, or deletions from, this practice are described in Section 10.0 of this report. This Assessment has revealed no evidence of Recognized Environmental Conditions (RECs), Historical RECs, *de minimis* Conditions, or Business Environmental Risks in connection with the property.

Exhibit A
ARCHITECTURAL GUIDELINES
VA HOMES, FT THOMAS, KENTUCKY

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INTRODUCTION

SITE AND SETTING

REHABILITATION

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- Ornamentation
- Paint Colors

NEW CONSTRUCTION

ENFORCEMENT

REFERENCES

INTRODUCTION

Mission:

In order to retain the historic character and architectural integrity of the homes located in Tower Park, the City of Fort Thomas has issued The VA Homes Architectural Standards to be followed when rehabilitating and renovating the following properties:

30 & 31 Cochran
32 & 33 Cochran
34 Cochran
35 Cochran
1 Alexander Circle
2 & 3 Alexander Circle
4 & 5 Alexander Circle
6 Alexander Circle
7 & 8 Alexander Circle
9 Alexander Circle

In addition, these Standards address the possibility of new construction within Tower Park, particularly the addition of garages to the existing residential properties and the construction of a new residence on the single family lot between 31 Cochran and 32 Cochran. To protect the integrity of the historic environment, the Standards call for new construction that is differentiated from, but compatible with, the existing historic buildings.

In keeping with the *Secretary of the Interior's Standards for Rehabilitation*, the principal philosophy behind these Standards is an emphasis on historic compatibility, preservation, and enhancement over complete replacement. The removal or alteration of historical material or distinct stylistic features is to be avoided. Whenever possible, repair, rather than replace. If replacement is necessary, replicate the original as closely as possible.

These Standards will do more than just ensure the preservation of the historic character and architectural integrity of a building. The Standards shall also ensure that in circumstances where replacement is necessary, materials are compatible with the original materials, and that the best possible *rehabilitation techniques* are employed. As a result, the lifespan of a historic building can often be extended as property owners invest in quality materials and craftsmanship.

What is the purpose of Architectural Standards?

The purpose of the VA Homes Architectural Standards is to provide the developer and future homeowners (property owners) with standard criteria on which to base design decisions. The Standards also offer information on appropriate rehabilitation and new construction to assist property owners in planning and designing the rehabilitation of their properties. The Standards regulate all aspects of construction, rehabilitation, and demolition. Appropriate additions, compatible new construction, and respectful rehabilitation will be outlined in detail for the

benefit of the property owners. The Standards set forth in this manual do not regulate the interiors of the buildings unless the design, construction, alteration, restoration, rehabilitation, demolition, or modification of the interior or interior components of any building could have an effect on an exterior historic feature of any property.

Design Review and Approval

Before any construction or rehabilitation takes place by the developer, the developer shall apply for the appropriate permits and submit designs, plans, and scopes of work regulated hereunder to the City for approval. The City, through its design professionals, shall review said designs, plans and scopes of work for compliance with the Standards contained herein and all applicable regulatory codes. The City, or its representative, shall inspect the work to determine compliance with the approved work.

Before any construction or rehabilitation takes place by a property owner subsequent to the developer, said property owner must apply for the appropriate permits and certificates, which includes a COA (Certificate of Appropriateness). An application for a Certificate of Appropriateness (COA), available from the General Services department at the City Building, must first be completed and submitted. Work shall not commence until a COA has been issued and any required zoning and/or building permits are obtained. In an effort to streamline the approval process, several types of routine maintenance can be approved at the City staff level. In instances where a COA is required from the Design Review Board (Board), or an applicant is appealing a decision of the staff, a completed hearing application must be submitted a minimum of twenty (20) calendar days prior to the scheduled hearing date. The Board meets monthly as necessary to review COA applications requiring Board approval. To issue a COA, the Board shall determine that the proposal is compatible with the Architectural Standards, with the applicant carrying the burden of proof. The Board should act upon all submitted applications within twenty (20) days from the date of the hearing. An applicant aggrieved by any action or decision of the Board may appeal to the appropriate court within thirty (30) days subsequent to final action of the Board. A COA is valid for one (1) year after it is issued, unless extended by the Board at the request of the applicant. The Board or City staff may conduct site visits to determine that the work complies with the provisions described in the COA.

SITE AND SETTING

1. Preservation Principle #1: ORIGINAL LANDSCAPE AND SITE FEATURES SHALL BE PRESERVED AND MAINTAINED.
 - a. Mature trees shall be retained and protected. Mature trees help to define the character of the historic neighborhood. If it becomes necessary to remove a mature tree, and authorization is granted by the Fort Thomas Tree Commission as necessary, the stump shall be removed to below ground level.
 - b. Open spaces, particularly the lawn in the center of the "Loop," shall be preserved.
 - c. Existing circulation patterns shall be maintained.
2. Preservation Principle #2: NEW AND REPLACEMENT LANDSCAPE AND SITE FEATURES SHALL BE COMPATIBLE WITH THE CHARACTER OF THE SITE AND PRESERVE THE TRADITIONAL RELATIONSHIP BETWEEN THE BUILDINGS AND LANDSCAPE.
 - a. New plantings shall be consistent with current and historical landscape design.

- i. If trees or other plant materials are removed, replacement with plantings that will grow to reach a similar size and scale is encouraged. Native plants, trees, and shrubs are recommended.
 - ii. Landscaping shall not conceal or obscure the primary façade or other character-defining features of a historic structure.
 - iii. Trees and shrubs shall not be planted too close to the building as the roots may damage its foundation.
 - b. The construction of new driveways and parking facilities shall not result in damage to significant historic landscape features including mature trees, paths, walkways, and spatial relationships.
 - i. Driveways shall be located to the side or rear of the house with garages in the rear. Parking areas shall be constructed so that the main facade of the house is not obscured.
 - ii. Driveway paving materials shall be unobtrusive and compatible with the materials traditionally found on site.
 - c. Since no historical precedent for exterior lighting exists within the neighborhood, new lighting fixtures shall replicate the style of fixtures used for Queen Anne residences built between 1870 and the early 1900's or utilize simple contemporary design.
 - i. All exterior lighting shall be of consistent design in reference to finish and style.
 - ii. New fixtures shall be mounted directly to the porch ceiling, or recessed therein, or adjacent to the primary entrance.
 - iii. Small footlights are acceptable. Footlights should be simple and unobtrusive in design.
 - iv. Freestanding, post-mounted lights for illumination of walks and driveways are permitted. Post-mounted lights shall not exceed seven (7) feet in height.
 - v. Security lighting is not prohibited but fixtures shall be mounted on secondary and rear facades and directed away from adjacent properties so as to be unobtrusive.
 - vi. Uplighting of primary façade is permissible when lights are ground mounted and/or concealed from view.
- 3. Preservation Principle #3: ANY NON-COMPATIBLE LANDSCAPE AND SITE FEATURES SHALL BE SITUATED SO THAT THEY ARE NOT READILY VISIBLE FROM THE PUBLIC RIGHT-OF-WAY.
 - a. Swimming pools, basketball courts, and other recreational structures and facilities shall be located in rear yards. Such facilities shall utilize appropriate materials and scale so as to not detract from the landscape as seen from the right-of way.
 - b. HVAC units and other modern utilities shall not be placed on the primary façades of the residences.
 - i. The preference shall be to install exterior HVAC units at rear elevations or non-visible areas of secondary elevations. Such HVAC units shall not require screening.
 - ii. If an exterior HVAC unit must be placed in a location that will be visible from the public right-of-way, it shall be screened with appropriate fencing and/or landscaping utilizing materials compatible with those found on site.
 - iii. HVAC units shall not be installed on any building roof.
 - iv. Utility meters shall be installed so they are not visible from the right-of-way.
 - v. Window air conditioning units shall not be installed.

REHABILITATION

STRUCTURAL SYSTEM

1. Preservation Principle #1: MAINTAIN AND PRESERVE THE STRUCTURAL SYSTEMS OF THE BUILDING.
 - a. Repairing or upgrading structural systems of the building shall be completed in a manner that does not diminish the historic character of the exterior, such as, but not limited to, installing strapping channels or removing a decorative cornice.
 - b. Features of the structural system that are either extensively deteriorated or are missing shall be replaced in kind or with substitute material. Substitute material shall convey the same form, design, and overall visual appearance as the historic feature; and, at a minimum, should be equal to its load bearing capabilities.
 - c. Any new excavations adjacent to historic foundations shall be limited in scope to avoid undermining the structural stability of the building or adjacent historic building.

MASONRY

1. Preservation Principle #1: ORIGINAL MASONRY ELEMENTS THAT ARE IMPORTANT IN DEFINING THE OVERALL HISTORIC CHARACTER OF THE BUILDING SHALL BE RETAINED, PRESERVED, AND PROPERLY MAINTAINED.
 - a. Existing architectural features that give buildings their character, such as brick walls, brick and stone foundations, stone window sills and lintels, and decorative corbelling, shall be preserved.
 - i. Chimneys, including all decorative corbelling and recessed brick panels, shall be maintained and preserved, and character-defining features such as original brick corbelling and clay chimney caps shall not be removed or concealed.
 - ii. Original foundations shall not be altered or concealed.
 - b. Masonry surfaces shall not be painted unless there is evidence that they were painted historically. Non-historic paint shall be removed using approved methods.
 - c. Masonry cleaning and paint removal shall be done using the gentlest method possible.
 - i. Sandblasting brick or stone surfaces using dry or wet grit or other abrasives shall not be permitted. These methods of cleaning permanently erode the surface of the material and accelerate deterioration.
 - ii. Only low and medium pressure spray water cleaning may be used. Low pressure spray: 100-400 psi 3-6 gallons per minute. Medium Pressure spray: 400-800 psi 3-6 gallons per minute.
 - iii. If chemical cleaning is necessary, use only those chemical cleaners and paint removers that will not damage the masonry.
 1. Cleaning and paint removal products should be tested in a discrete location before being applied to large areas.
 2. Acid based products should only be used on non-acid sensitive surfaces, including unglazed brick, concrete, slate, unglazed terra cotta, and cast stone. Alkaline cleaners are for use on acid-sensitive surfaces such as limestone, marble, and glazed brick.
 - d. Plant, moss, and shrub growth shall be completely removed from masonry surfaces.
 - i. Carefully remove plants, creepers, and vegetation by cutting roots and then allowing them to dry prior to removal.
 - ii. Completely remove loose soil or debris from open masonry joints.
 - iii. Apply root killing material to the plant roots in accordance with manufacturer's instructions.

- e. Waterproofing, water repellent, or non-historic coatings, such as stucco, shall not be applied to the masonry.

2. Preservation Principle #2: MASONRY SHALL BE REPAIRED INSTEAD OF REPLACED WHENEVER FEASIBLE.

- a. Repair masonry walls and other masonry features by repointing the mortar joints where there is evidence of deterioration such as disintegrating mortar, cracks in mortar joints, loose bricks, damp walls, or damaged plasterwork.
 - i. Repoint any joints where mortar has separated from the stone by more than 1/16 inch, or where mortar joints are loose, cracked, missing, disintegrating or crumbling. For all joints, remove mortar to a minimum depth of 2 to 2.5 times the width of the joint, leaving square corners at the back of the cut. Any loose, cracked or disintegrated mortar beyond this minimum depth shall also be removed.
 - ii. Remove deteriorated mortar by carefully hand-raking the joints to avoid damaging the masonry.
 - iii. Mortar shall be removed only by traditional method through use of hand chisels, mash hammers, or related hand tools. The use of power tools, including power saws, power chisels or grinders is prohibited as these tools increase the likelihood of damage to the historic building materials. Small pneumatically-powered chisels can be used to remove mortar. The AS160 or AS170 masonry saw is an acceptable saw to use on this project as manufactured by Arbortech USA.
 - iv. Nondeteriorated mortar shall not be removed and repointed in order to achieve a uniform appearance.
 - v. Tuck pointing shall be done with a soft mortar, simulating the original lime and sand mortars in appearance and composition. A mixture consisting of 1 part of white masonry cement, 2 parts of lime and 7 to 9 parts of the smallest available mesh sand (to match the original sand) is required. The use of a softer mortar will insure that during periods of freezing and thawing, the expansion and contraction characteristics of the brick and mortar will be nearly the same. To prevent damage to original bricks during freeze/thaw periods, modern mortar with a high Portland cement content shall not be used.
 - vi. Synthetic caulking compound shall not be used to repoint masonry.
 - vii. No "scrub" coating technique shall be used to repoint masonry.
 - viii. The original tooling of the masonry joint shall be matched by new repointing.
 - ix. The mortar shall be tinted to match the color of the original mortar as closely as possible.

3. Preservation Principle #3: DAMAGED MASONRY ELEMENTS SHOULD BE REPLACED IN KIND.

- a. If replacement of brick is necessary, the new brick shall match the old in color, texture, profile, and bond. Brick bond shall not be mixed.
- b. If, due to structural conditions, a chimney requires replacement, it shall be replaced to match the original chimney configuration, decorative detailing, and materials.
- c. If original brick corbelling or clay chimney caps are deteriorated in a manner which requires replacement, these elements shall match the originals in configuration, profile, and materials.
- d. If original foundation components require replacement, replacement shall be completed using materials which match the original as closely as possible.
- e. Patching concrete shall occur only after the source of deterioration has been eliminated.

- i. Cut damaged concrete back to eliminate the source of deterioration (often corrosion on metal reinforcement bars). The new patch shall be applied in a manner which allows it to bond satisfactorily with, and match, the historic concrete.

WOOD

1. Preservation Principle #1: ORIGINAL WOOD ELEMENTS THAT ARE IMPORTANT IN DEFINING THE OVERALL HISTORIC CHARACTER OF THE BUILDING SHALL BE RETAINED, PRESERVED, AND PROPERLY MAINTAINED.
 - a. Existing architectural features that give buildings their character, such as siding, cornices, brackets, porch details, and doorway surrounds, shall be preserved.
 - i. Original wood siding shall be maintained and shall not be concealed with synthetic siding materials like aluminum, vinyl, rolled asphalt, composition shingles, or any other type of brick or stone veneer.
 - b. Repair and paint wood elements every five to ten (5-10) years as necessary. Regular repair and maintenance of wood elements will improve the aesthetic qualities of a historic house while extending the life span of the wood elements.
 - c. Repair holes and cracks in siding with a wood filler product to avoid having to replace an entire section. If the overall appearance and condition of the wood is sound, then its replacement shall be avoided.
 - d. Architectural features and ornamentation, which are not original to the building, shall not be added.
2. Preservation Principle #2: DAMAGED OR MISSING WOOD ELEMENTS SHOULD BE REPAIRED OR REPLACED IN KIND.
 - a. Repair and replacement of original wood elements shall be done with wood and shall match the original in profile and design. This includes repair done to siding, cornices, eaves, moldings, and other decorative features.
 - b. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will conceal evidence of patching and refinishing.
 - c. Matching the original size, profile, and design, install a new wood feature such as a cornice or doorway when the original historic feature is completely missing or deteriorated beyond repair.
 - i. Historical, pictorial, and physical documentation shall be used to design the missing or deteriorated feature.
 - ii. If no direct evidence survives, the new feature should be typical of similar Queen Anne style residences of the period in the City of Fort Thomas.
 - d. Original wood siding shall only be replaced with wood siding when significant wood damage has occurred making replacement necessary.
 - i. Siding lap shall match the original lap.
 - ii. Each "board" of the siding shall be of comparable dimensions to the boards of the original siding.
 - iii. The cornerboards of the new siding shall be of the same dimension as existing cornerboards.
 - iv. Architectural features such as cornices, brackets, window sills and lintels shall be preserved when the new siding is installed.
3. Preservation Principle #3: NON-COMPATIBLE REPLACEMENT SIDING SHOULD BE REMOVED AND REPLACED WITH HISTORICALLY-APPROPRIATE WOOD SIDING.

- a. Non-historic siding materials, such as asbestos, Masonite, and aluminum, should be removed. If original wood siding survives underneath the non-historic materials, it should be preserved, repaired, and replaced according to the guidelines outlined above.
- b. If original siding does not survive, new wood siding should be installed. The size, profile, and lap of the siding should be chosen based on any physical evidence that survives on the building, original siding or other evidence found on other buildings within the group, or, if no such evidence exists, siding typical of other Queen Anne residences of the period.

ROOFS

1. Preservation Principle #1: ORIGINAL ROOF FORMS SHALL BE PRESERVED.
 - a. Neither the form nor pitch of the roof shall be altered on primary or readily visible secondary facades.
 - b. Original dormers and their decorative elements shall be preserved and maintained. New dormers, skylights, or gables shall not be added on primary or readily visible secondary facades.
 - c. Original roofs are not to be raised to allow for additional stories.
 - d. Decorative ornamentation like finials on turrets shall not to be altered or removed.
2. Preservation Principle #2: ROOFING MATERIALS SHALL BE CONSISTENT WITH THE ARCHITECTURAL CHARACTER OF THE BUILDINGS.
 - a. The main roofs of the buildings are currently covered with asphalt shingles. Unless historical evidence regarding original roofing materials is discovered and the developer should choose to restore the original roofing material, the continued use of asphalt shingles is appropriate as a non-intrusive modern option.
 - b. Distinctive roofing materials, colors, or patterning should not be employed unless supported by historical evidence.
 - c. Where metal roofs are used to accommodate the low slope of roofs, specifically the porch roofs and bay window roofs, metal roofing should be preserved, repaired, or replaced in kind as appropriate depending on the roof condition.
 - i. The minimum slope for metal roof systems shall be $\frac{1}{4}$ units vertical in 12 units horizontal (2% minimum slope).

GUTTERS AND DOWNSPOUTS

1. Preservation Principle #1: ORIGINAL GUTTERS AND DOWNSPOUTS SHALL BE PRESERVED AND MAINTAINED.
2. Preservation Principle #2: NEW AND REPLACEMENT GUTTERS AND DOWNSPOUTS SHALL MATCH EXISTING GUTTERS AS CLOSELY AS POSSIBLE.
 - a. Downspouts shall match the shape, size and location of the original.
 - b. Exposed gutters and downspouts, unless made of copper, should be painted the same color as the trim.
 - i. To prevent the paint from flaking and peeling within a short period of time, galvanized metal gutters and downspouts should be coated with a galvanized steel primer before applying the finish coats of paint.
 - c. Existing box gutters shall be preserved and repaired using like materials.

- d. If existing box gutters are deteriorated and cannot be relined and repaired, they shall be replaced to match the existing box gutters.

WINDOWS

1. Preservation Principle #1: THE ORIGINAL FENESTRATION PATTERN SHALL BE MAINTAINED.
 - a. Original window openings shall not be enclosed, reduced, expanded, or concealed. New window openings shall not be added.
 - i. Original window openings shall not be reduced or enclosed to allow for modern stock windows.
 - ii. Original window openings shall not be concealed beneath modern materials or expanded for large picture windows or entrance openings.
2. Preservation Principle #2: ORIGINAL WINDOW SASHES SHALL BE PRESERVED AND MAINTAINED. REPAIR RATHER THAN REPLACE WINDOW SASHES WHENEVER FEASIBLE.
 - a. The configuration of the original window sash shall not be altered.
 - b. Snap-in muntins or other modifications shall not be added to an original window sash.
 - c. Original windows shall be maintained and repaired with matching materials.
 - d. Window restoration shall match existing muntin profiles, sizes and types, all glazing types, style and color.
 - e. Broken glass lights shall be replaced with glass lights identical to the original.
 - i. On primary and readily visible secondary elevations, replacement glass lights should be of clear glass unless original lights were of colored glass. Tinted or frosted glass shall only be installed on rear or secondary facades not visible from the right-of-way.
 - ii. Stained glass or other decorative glass lights shall not be added if there is no evidence that such window features were ever present.
 - f. Original stained glass, leaded glass, and other decorative glass details shall not be removed from window openings.
3. Preservation Principle #3: REPLACEMENT WINDOWS SHALL MATCH THE ORIGINAL WINDOWS IN DIMENSION, MATERIAL, AND DESIGN.
 - a. Original windows shall be replaced only if there has been demonstrable deterioration beyond repair.
 - b. The condition of each window should be judged individually and decisions regarding replacement made on a case-by-case basis; wholesale replacement of windows is not recommended.
 - c. Details and decorative trim, such as lugs, should match original window.
 - d. Original sills, lintels, and moldings shall be preserved when original sashes are replaced.
 - e. If decorative windows are severally deteriorated and in disrepair a custom window replacement is required in which all the window's features are replicated. This includes the type, size, shape, molding profiles, sash style, muntin profiles, and decorative trim, glazing type, style and color.
4. Preservation Principle #4: STORM WINDOWS SHALL NOT INTERFERE WITH OR DISTRACT FROM THE DESIGN OF THE ORIGINAL WINDOW.

- a. The dimensions of storm windows shall match the original window dimensions. Meeting rails between the sashes shall match so that the storm window is nearly invisible against the original sash.
 - b. Single light storm windows are most appropriate for small openings.
 - c. The installation of aluminum or metal storm windows is acceptable only if the metal surface is primed and painted. Raw and untreated frames are unacceptable and shall not be installed.
 - d. The building shall have a consistent appearance regarding storm windows. If a storm window is opted for a particular façade, then all windows on that façade shall be fitted with storm windows.
- 5. Preservation Principle #5: AWNINGS AND OTHER EXTERIOR WINDOW COVERINGS SHALL NOT BE APPLIED.
 - a. All awnings not original to the structures shall be removed.
 - b. New awnings shall not be installed.

ENTRANCES

- 1. Preservation Principle #1: ORIGINAL ENTRANCES SHALL BE PRESERVED.
 - a. Entrances on primary or readily visible secondary facades shall not be enclosed or altered.
 - b. New entrance openings shall not be added on primary façades or readily visible secondary facades.
 - c. The alteration or removal of original entrances on rear or secondary façades is permitted when not visible from the public right-of-way.
 - d. Returning altered door openings to their original configuration and design is encouraged.
- 2. Preservation Principle #2: ORIGINAL DOORS AND OTHER ENTRANCE ELEMENTS SHALL BE PRESERVED AND MAINTAINED. REPAIR RATHER THAN REPLACE THESE ELEMENTS WHENEVER FEASIBLE.
 - a. The original appearance of entrance doors, including stylistic components of the entrance, shall be maintained and preserved. This includes original doors, transoms, sidelights, and surrounds.
 - i. Original transoms and sidelights are considered specialty features that shall be restored to their original condition and configuration, which includes muntin profiles, sizes and types; and glazing type, style and color.
 - ii. Original hardware locks, and doorknobs shall be retained or replaced with hardware as described herein if beyond repair.
 - b. Repair to original doors and decorative features shall be done with matching materials.
- 3. Preservation Principle #3: REPLACEMENT ENTRANCE ELEMENTS SHALL MATCH THE ORIGINAL IN DIMENSION, MATERIAL, AND DESIGN.
 - a. Replacement of original doors shall be done only in cases of significant deterioration beyond repair. Replacement doors should match the original as closely as possible in terms of material, panel configuration, and molding profiles.
 - i. Original doors shall not be replaced with modern solid core wood or metal doors or similar variations.
 - b. If the transoms and sidelights are severally deteriorated beyond repair and a replacement is required, all the features of the original shall be replicated. This includes the material,

- type, size, shape, molding profiles, sash style, muntin profiles, and decorative trim; and glazing type, style and color
- c. Door hardware for front entrance doors should represent the architectural period of the building based on precedents identified within this group of buildings.
 - i. Hardware for other doors may utilize compatible contemporary design.
- 4. Preservation Principle #4: NON-COMPATIBLE REPLACEMENT DOORS SHALL BE REMOVED AND REPLACED WITH HISTORICALLY-APPROPRIATE WOOD DOORS.
 - a. All doors should reflect the historical characteristics common with the 1890's Queen Anne style and period of building architecture. Existing original doors found on buildings within this group should serve as models for replacements.
 - i. All exterior front doors shall be a panel wood door.
 - ii. Replacement of the rear and side doors shall be of wood.
- 5. Preservation Principle #5: STORM DOORS SHALL NOT INTERFERE WITH OR DISTRACT FROM THE DESIGN OF THE ORIGINAL DOOR.
 - a. New storm doors added to entrances on primary façades or visible secondary façades shall provide a full view of the original entrance.
 - b. Full view Screen/Storm Doors are permitted on all exterior doors.
 - c. Glass for doors to be clear tempered.
 - d. Security doors with extensive metal grillwork may be installed on rear entrances or entrances not readily visible from the street.

PORCHES

- 1. Preservation Principle #1: ORIGINAL PORCHES SHALL BE PRESERVED AND MAINTAINED. REPAIR RATHER THAN REPLACE PORCH ELEMENTS WHENEVER FEASIBLE.
 - a. Original porch elements, including but not limited to columns, floors and rails, shall not be removed, replaced, or concealed unless deteriorated beyond repair.
 - b. Preserve as much of the original element as possible when doing repair work. For example, if a column base is all that is damaged, then replace only the base if beyond repair. Original column shape and form shall be preserved.
- 2. Preservation Principle #2: WHEN REPLACEMENT IS NECESSARY, THE NEW FEATURE SHALL MATCH THE ORIGINAL IN DESIGN, PROFILE, COLOR, TEXTURE, AND MATERIALS.
 - a. If a porch ceiling is damaged beyond repair it should be replaced using like materials such as tongue and groove wood paneling with size matching the existing material.
 - b. Deteriorated floors shall be repaired or replaced with matching materials. The typical original wood floor is made of narrow tongue and groove boards that are interlocked and laid in one direction over a structural framework.
 - i. Original wood floors shall not be replaced with concrete or brick.
 - c. If replacement columns are necessary, they shall be of the same design, material, and size; and be primed and painted to match the porch.
 - i. Original wood porch columns shall not be replaced using metal or synthetic materials.

- d. Replacement stairs should be similar in design to the original stairs. If beyond repair, new materials should match the original.
 - i. Pre-cast concrete stairs are not recommended.
 - e. Porch railings shall not be constructed where one has not previously existed unless required to meet Building Codes or accessibility requirements.
 - i. If a new railing is required, the design shall be simple with square wooden balusters and painted to match the porch.
 - ii. Non-historic metal railings shall be removed.
- 3. Preservation Principle #3: NEW PORCHES SHALL BE COMPATIBLE WITH THE HISTORIC CHARACTER OF THE RESIDENCE.
 - a. Porch reconstruction is permitted. If historic documentation exists which provides evidence to support the previous existence of a porch design, its reconstruction shall be permitted utilizing materials and detailing similar to that found on other porches within the group.
 - b. Porches and decks may be added to rear facades so long as they are not readily visible from the right-of-way.
 - c. When a porch is added where one did not previously exist, the porch, including the detailing, materials, texture, color, scale and connection of railings and trim, shall be compatible with the architecture of building.
 - d. No treated wood decks should be visible from the public right-of-way. Treated wood deck materials should not be incorporated into the renovation of existing porches.
 - e. Screened-in porches are permitted on rear porches. These must be compatible with period detailing including roof slope and overhang, decking and ceiling, wood construction columns and rails.

ORNAMENTATION

- 1. Preservation Principle #1: ALL OTHER CHARACTER-DEFINING EXTERIOR ORNAMENTAL DETAILS NOT SPECIFICALLY DISCUSSED IN THESE DESIGN GUIDELINES SHALL BE PRESERVED, MAINTAINED, REPAIRED, AND REPLACED IN ACCORDANCE WITH THE SECRETARY OF THE INTERIOR'S GUIDELINES FOR REHABILITATION.
 - a. Should it be determined that any of the building's applied exterior architectural ornamentation utilizes materials other than wood, such as metal, these features should be repaired or replaced with like materials based on the general principles presented above.

PAINT COLORS

- 2. Preservation Principle #1: EXTERIOR PAINT COLORS SHALL BE IN KEEPING WITH A BUILDING'S STYLE AND TIME PERIOD.
 - a. Paint colors shall be selected to match existing conditions, to match original paint colors as determined through paint analysis, or to reflect color choices typical of the Queen Anne period.

- b. When repainting, existing paint coatings should be retained except in cases where there is paint surface deterioration requiring paint removal in order to achieve a proper bond with the substrate.
- c. Abrasive or destructive methods to remove paint on exterior wood surfaces, such as sandblasting, shall not occur. Such methods pit and erode the original wood surface.

NEW CONSTRUCTION

1. Preservation Principle #1: NEW ADDITIONS, EXTERIOR ALTERATIONS, OR RELATED NEW CONSTRUCTION SHALL NOT OBSCURE OR DESTROY HISTORIC MATERIALS, FEATURES, AND SPATIAL RELATIONSHIPS THAT CHARACTERIZE THE PROPERTY.
 - a. Additions shall be placed on rear elevations and be limited in size and scale in relationship to the historic building so as to not alter one's perception of the historic building from the public right-of-way.
 - b. New buildings shall not be constructed in open spaces that are important to the overall design and setting of the site.
2. Preservation Principle #2: NEW ADDITIONS AND ADJACENT OR RELATED NEW CONSTRUCTION SHALL BE COMPLETED 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.
3. Preservation Principle #3: ADDITIONS AND NEW CONSTRUCTION SHALL BE DIFFERENTIATED FROM THE OLD AND SHALL BE COMPATIBLE WITH THE HISTORIC MATERIALS, FEATURES, SIZE, SCALE AND PROPORTION, AND MASSING TO PROTECT THE INTEGRITY OF THE PROPERTY AND ITS ENVIRONMENT.
 - a. Additions and new construction within the neighborhood shall be designed in a manner that makes it clear what is historic and what is new.
 - b. Additions and new construction shall be compatible with the historic buildings in terms of mass, materials, relationship of solids to voids, and color.
 - c. All detached garages shall maintain the architectural character of the home.
 - i. Exterior materials shall be compatible with the exterior materials of the house, i.e. matching brick or wood siding.
 - ii. Roofs may be gabled with asphalt shingles matching the house with minimum roof slope of 8:12, or shed roof with metal standing seam roof with minimum roof slope of 6:12.
 - d. Design of the single family home shall be differentiated from and compatible with the architectural character of the surrounding homes along Cochran Ave and Alexandria Circle.
 - i. The height and massing of the new construction shall reflect that of the existing residences (2 to 2.5 stories tall; 1800 to 3200 sq ft).
 - ii. Foundation height (at least 1 ft above grade) and floor-to-ceiling heights (8-10 ft) shall also be consistent with those in the adjacent historic structures in order to

- maintain proper scale within the historic setting.
- iii. The rhythm and spacing of window and door openings in the new residence shall be consistent with that of adjacent historic structures.
 - iv. Roofs shall be gable or hip forms with slopes similar to the adjacent structures.
 - 1. Allowable Roof Slopes
 - a. Main structure shall have a minimum of 8:12
 - b. Porches and bay window projections a minimum of 3:12
 - 2. The typical Roof overhang shall be 1'-4"

DEFINITIONS

For the purposes of these Guidelines, the following definitions shall apply.

"Construction"

Any activity that results in the building of a new structure, expansion or alteration of an existing building footprint, or demolition or relocation of an existing structure.

"Rehabilitation"

The process of returning a property to a state of utility, through repair or alteration, which makes possible an efficient contemporary use while preserving those portions and features of the property which are significant to its historic, architectural, and cultural values.

"Routine Maintenance"

Maintenance and repair intended to stop or correct deterioration of the structure to ensure normal functioning, namely repair work that does not constitute a change in design, material or exterior appearance of the structure.

ENFORCEMENT

The Developer, the owner of any of the properties regulated herein, or the City may enforce these Standards. Enforcement shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any Standard herein, either to restrain or enjoin violation and/or to recover damages, and against the land to enforce any lien created by these Standards. The failure or forbearance by the Developer, the owner of any of the properties regulated herein, or the City to enforce any Standard herein shall in no event be deemed a waiver of the right to do so. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of any Standard herein cannot be adequately remedied by action at law or by recovery of damages. All charges incurred in enforcing these Standards (including court costs and reasonable attorneys' fees) shall constitute a charge against the person or persons violating or attempting to violate the covenant or restriction, and a lien against the lot or lots of such person or persons.

REFERENCES

1. City of Fort Thomas Design Guidelines and Procedures for Midway and Towne Center Business Districts

2. 2011 International Building Code
3. Secretary of the Interior's Standard Guidelines for Rehabilitation and Restoration of Historical Buildings- <http://www.nps.gov/history/hps/tps/tax/rhb/guide.htm>