

**RECORD WITHOUT FEE
PURSUANT TO GOV'T CODE SECTION 6103**

Recording Requested by:

Office of the City Attorney
City of Santa Clara, California

When Recorded, Mail to:

Office of the City Clerk
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

Form per Gov't Code Section 27361.6

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

HISTORIC PROPERTY PRESERVATION AGREEMENT

This Agreement (herein, "Agreement"), is made and entered into this ____ day of _____, 2019, ("Effective Date"), by and between Suyog Kishor Kotecha and Vartika Jain, owners of certain real property located at 1217 Harrison Street ("OWNERS") and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("CITY"). CITY and OWNERS may be referred to herein individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

A. Recitals.

(1) California Government Code Section 50280, et seq. authorizes the CITY to enter into a contract with the OWNERS of qualified Historical Property to provide for the use, maintenance, and restoration of such Historical Property so as to retain its characteristics as property of historical significance.

(2) OWNERS possesses fee title in and to that certain real property, together with associated structures and improvements thereon, shown on the 2018 Santa Clara County Property Tax Rolls as Assessors' Parcel Number 269-03-096, and generally located at the street address 1217 Harrison Street, in the City of Santa Clara ("Historic Property"). A legal description of the Historic Property is attached hereto as "Legal Description," marked as "Exhibit A," and incorporated herein by reference.

(3) The Historic Property is on the City of Santa Clara Architecturally or Historically Significant Properties list. OWNERS submitted a Mills Act Proposal to City on October 4, 2018. The Proposal included a Primary Record from the State of California's Department of Parks and Recreation. A true and correct copy of the Proposal is attached to this Agreement as "Exhibit B".

(4) CITY and OWNERS, for their mutual benefit, now desire to enter into this Agreement both to protect and preserve the characteristics of historical significance of the Historic Property and to qualify the Historic Property for an assessment of valuation pursuant to Section 439.2 of the California Revenue and Taxation Code.

B. **Agreement.**

NOW, THEREFORE, CITY and OWNERS, in consideration of the mutual covenants and conditions set forth herein, do hereby agree as follows:

(1) **Effective Date and Term of Agreement.** The term of this Agreement shall commence on the effective date of this Agreement and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such term will automatically be extended as provided in paragraph 2, below.

(2) **Renewal.**

(a) Each year on the anniversary of the effective date of this Agreement, ("renewal date"), one (1) year shall automatically be added to the term of this Agreement unless notice of nonrenewal is mailed as provided herein.

(b) If either the OWNERS or CITY desires in any year not to renew the Agreement, OWNERS or CITY shall serve written notice of nonrenewal of the Agreement. Unless such notice is served by OWNERS to CITY at least ninety (90) days prior to the annual renewal date, or served by CITY to OWNERS at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the balance of the remaining term of the Agreement as provided herein.

(c) OWNERS may make a written protest of a nonrenewal notice issued by CITY. CITY may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to OWNERS of nonrenewal. If either CITY or OWNERS serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, from either original execution date or the last renewal date of the Agreement, whichever is applicable.

(3) **Standards for Historical Property.** During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements, and restrictions:

(a) OWNERS shall preserve and maintain the characteristics of historical significance of the Historic Property. "The Secretary of the Interior's Standards for Rehabilitation," marked as "Exhibit C" to this agreement, and incorporated herein by this reference, contains a list of those minimum standards and conditions for maintenance, use, and preservation of the Historic Property, which shall apply to such property throughout the term of this Agreement.

(b) OWNERS shall, when necessary or as determined by the Director of Community Development, restore and rehabilitate the property to conform to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, the United States Secretary of the Interior Standards for Rehabilitation and the California Historical Building Code and in accordance with the attached schedule of potential home improvements, drafted by the OWNERS and approved by the City Council, attached hereto as "The Description of the Preservation and Restoration Efforts," marked as "Exhibit D" to this agreement, and incorporated herein by this reference.

(c) OWNERS shall allow, and CITY requires, that after five (5) years, and every five (5) years thereafter, an inspection of the property's interior and exterior shall be conducted by a party appointed by CITY, to determine OWNERS' continued compliance with the terms of this Agreement. OWNERS acknowledge that the required inspections of the interior and exterior of the property were conducted prior to the effective date of this Agreement.

(4) Provision for Information.

(a) OWNERS hereby agree to furnish CITY with any and all information requested by the CITY to determine compliance with the terms and provisions of this Agreement.

(b) It shall be the duty of the OWNERS to keep and preserve, for the term of the Agreement, all records as may be necessary to determine the eligibility of the property involved, and the OWNERS compliance with the terms and provisions of this Agreement, including, but not limited to blueprints, permits, historical and/or architectural review approvals, and schedules of potential home improvements drafted by the OWNERS and approved by the City Council.

(5) Cancellation.

(a) CITY, following a duly noticed public hearing as set forth in California Government Code Section 50280, et seq., shall cancel this Agreement or bring an action in court to enforce this Agreement if it determines any one of the following:

(i) the OWNERS breached any of the terms or conditions of this Agreement; or

(ii) the OWNERS have allowed the property to deteriorate to the point that it no longer meets standards for a qualified historic property.

(b) CITY may also cancel this Agreement if it determines that:

(i) the OWNERS have allowed the property to deteriorate to the point that it no longer meets building standards of the City Code and the codes it incorporates by reference, including, but not limited to, the Uniform Housing Code, the California Historical Building Code, the California Fire Code, and the Uniform Code for the Abatement of Dangerous Buildings or;

(ii) the OWNERS have not complied with any other local, State, or federal laws and regulations.

(iii) the OWNERS have failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of this Agreement.

(c) In the event of cancellation, OWNERS shall pay those cancellation fees set forth in California Government Code Section 50280, et seq. As an alternative to cancellation, OWNERS may bring an action in court to enforce the Agreement.

(6) No Waiver of Breach.

(a) No waiver by CITY of any breach under this Agreement shall be deemed to be a waiver of any other subsequent breach. CITY does not waive any claim of breach by OWNERS if CITY does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for under the terms of this Agreement or in the City's laws and regulations are available to the City.

(7) Mediation.

(a) Any controversies between OWNERS and CITY regarding the construction or application of this Agreement, and claim arising out of this contract or its breach, shall be submitted to mediation upon the written request of one party after the service of that request on the other party.

(b) If a dispute arises under this contract, either party may demand mediation by filing a written demand with the other party.

(c) The parties may agree on one mediator. If they cannot agree on one mediator, there shall be three: one named in writing by each of the parties within five days after demand for mediation is given, and a third chosen by the two appointed. Should either party refuse or neglect to join in the appointment of the mediator(s) or to furnish the mediator(s) with any papers or information demanded, the mediator(s) may proceed ex parte.

(d) A hearing on the matter to be arbitrated shall take place before the mediator(s) in the city of Santa Clara, County of Santa Clara, State of California, at the time and place selected by the mediator(s). The mediator(s) shall select the time and place promptly and shall give party written notice of the time and place at least fifteen (15) days before the date selected. At the hearing, any relevant evidence may be presented by either party, and the formal rules of evidence applicable to judicial proceedings shall not govern. Evidence may be admitted or excluded in the sole discretion of the mediator(s). The mediator(s) shall hear and determine the matter and shall execute and acknowledge the award in writing and cause a copy of the writing to be delivered to each of the parties.

(e) The submission of a dispute to the mediator(s) and the rendering of a decision by the mediator(s) shall be a condition precedent to any right of legal action on the dispute. A judgment confirming the award may be given by any Superior Court having jurisdiction, or that Court may vacate, modify, or correct the award in accordance with the prevailing provisions of the California Mediation Act.

(f) Each party shall bear their own cost(s) of mediation.

(8) Binding Effect of Agreement.

(a) The OWNERS hereby subjects the Historic Property described in Exhibit "A" hereto to the covenants, reservations, and restrictions as set forth in this Agreement. CITY and OWNERS hereby declare their specific intent that the covenants, reservations, and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the OWNERS successors and assigns in title or interest to the Historic Property. Each and every contract, deed, or other instrument hereinafter executed, covering, encumbering, or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered,

and accepted subject to the covenants, reservations, and restrictions expressed in this Agreement, regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed, or other instrument.

(b) CITY and OWNERS hereby declare their understanding and intent that the burden of the covenants, reservations, and restrictions set forth herein touch and concern the land in that OWNERS' legal interest in the Historic Property.

(c) CITY and OWNERS hereby further declare their understanding and intent that the benefit of such covenants, reservations, and restrictions touch and concern the land by enhancing and maintaining the historic characteristics and significance of the Historic Property for the benefit of the CITY, public (which includes, but is not limited to the benefit to the public street generally located at 1217 Harrison Street), and OWNERS.

(9) Notice.

(a) Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto.

CITY: City of Santa Clara
Attn: City Clerk
1500 Warburton Avenue
Santa Clara, CA 95050

OWNERS:	Suyog Kishor Kotecha	Vartika Jain
	1217 Harrison Street	1217 Harrison Street
	Santa Clara, CA 95050	Santa Clara, CA 95050

(b) Prior to entering a contract for sale of the Historic Property, OWNERS shall give thirty (30) days notice to the CITY and it shall be provided at the address of the respective parties as specified above or at any other address as may be later specified by the parties hereto.

(10) No Partnership or Joint Enterprise Created. None of the terms, provisions, or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors, or assigns; nor shall such terms, provisions, or conditions cause them to be considered joint ventures or members of any joint enterprise.

(11) Hold Harmless and Indemnification. To the extent permitted by law, OWNERS agree to protect, defend, hold harmless and indemnify CITY, its City Council, commissions, officers, agents, and employees from and against any claim, injury, liability, loss, cost, and/or expense or damage, however same may be caused, including all costs and reasonable attorney's fees in providing a defense to any claim arising there from for which OWNERS shall become legally liable arising from OWNERS' acts, errors, or omissions with respect to or in any way connected with this Agreement.

(12) Attorneys' Fees. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations, or restrictions contained herein,

or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to costs and other relief ordered by the court.

(13) Restrictive Covenants Binding. All of the agreements, rights, covenants, reservations, and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner pursuant to this Agreement.

(14) Mills Act Historic Property Contract Application Requirements. An application for a Mills Act Historic Property Contract shall be made through the Planning Division and shall include the following:

- a. a Historic Resources Inventory form;
- b. the description of the preservation or restoration efforts to be undertaken as referenced in paragraph 3 (b) as Exhibit "D";
- c. a statement of justification for the Mills Act Historic Property designation and reassessment; and,
- d. the Mills Act Historic Property Contract filing fee pursuant to paragraph 17.

(15) Mills Act Historic Property Contract Approval. Based upon the Historical and Landmarks Commission's ("Commission") review of the Mills Act Historic Property Contract criteria and recommendation to Council, and based upon the recommendation and approval by Council, a Mills Act Historic Property Contract may be entered into with OWNERS. The decision of the City Council shall be final and conclusive in the matter.

(16) Recordation and Notice. No later than twenty (20) days after the parties execute and enter into this Agreement, the CITY shall cause this Agreement to be recorded in the office of the County Recorder of the County of Santa Clara.

(17) Fees. The Planning Department may collect such Mills Act Historic Property Contract application fee of \$970.00 (nine-hundred, seventy dollars), or other fees for the administration of this contract as are authorized from time to time by the City Council. Such fees do not exceed the reasonable cost of providing the service for which these fees are charged. OWNERS shall pay the County Recorder's Office recordation fees for recordation of this Mills Act Historic Property Contract and the recordation of the OWNERS updated Historic Resources Inventory form.

(18) Ordinary Maintenance. Nothing in this contract shall be construed to prevent the ordinary maintenance or repair of any exterior architectural feature in or on any Historic Property covered by this contract that does not involve a change in design, material, or external appearance thereof, nor does this contract prevent the construction, reconstruction, alteration, restoration, demolition, or removal of any such external architectural feature when the Director of Community Development determines that such action is required for the public safety due to an unsafe or

dangerous condition which cannot be rectified through the use of the California Historical Building Code and when such architectural feature can be replaced according to the Secretary of Interior's Standards.

(19) **California Historical Building Code.** The California Historical Building Code ("CHBC") provides alternative building regulations for the rehabilitation, preservation, restoration, or relocation of structures designated as Historic Properties. The CITY's building permit procedure shall be utilized for any Historic Property which is subject to the provisions of this Agreement, except as otherwise provided in this Agreement or the CHBC. Nothing in this Agreement shall be deemed to prevent any fire, building, health, or safety official from enforcing laws, ordinances, rules, regulations, and standards to protect the health, safety, welfare, and property of the OWNERS or occupants of the Historic Property or the public.

(20) **Conservation Easements.**

(a) Conservation easements on the facades of the Historical Property may be acquired by the CITY, or on the CITY's behalf, by a nonprofit group designated by the CITY through purchase, donation, or condemnation pursuant to California Civil Code Section 815.

(b) The OWNERS, occupant, or other person in actual charge of the Historical Property shall keep in good repair all of the exterior portions of the Historic Property, and all interior portions thereof whose maintenance is necessary to prevent deterioration and decay of any exterior architectural feature.

(c) It shall be the duty of the Director of Community Development to enforce this section.

(21) **Severability.** If any section, sentence, clause, or phrase of this Agreement is, for any reason, held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, or by subsequent preemptive legislation, such decision shall not affect the validity and enforceability of the remaining provisions or portions of this Agreement. CITY and OWNERS hereby declare that they would have adopted this Agreement, and each section, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases may be declared invalid or unconstitutional.

(22) **Integrated Agreement - Totality of Agreement.** This Agreement embodies the agreement between CITY and OWNERS and its terms and conditions. No other understanding, agreements, or conversations, or otherwise, with any officer, agent, or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon CITY.

(23) **Captions.** The captions of the various sections, paragraphs and subparagraphs are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

(24) **Statutes and Law Governing Contract.** This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California.

(25) **Amendments.** This Agreement may be amended, in whole or in part, only by a written recorded instrument executed by the parties hereto.

IN WITNESS WHEREOF, CITY and OWNERS have executed this Agreement on the day and year first written above.

**CITY OF SANTA CLARA, CALIFORNIA,
a chartered California municipal corporation**

APPROVED AS TO FORM:

Brian Doyle
City Attorney

Deanna J. Santana
City Manager

1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax Number: (408) 241-6771

“CITY”

**Suyog Kishor Kotecha and Vartika Jain,
Owners of 1217 Harrison Street**

By: _____
Suyog Kishor Kotecha
1217 Harrison Street
Santa Clara, CA 95050

By: _____
Vartika Jain
1217 Harrison Street
Santa Clara, CA 95050

“OWNERS”

Exhibits:

- A – Property Description
- B – Primary Record
- C – Standards for Rehabilitation
- D – Restoration Schedule

I:\PLANNING\2018\Project Files Active\PLN2018-13566 1217 Harrison St\Mills Act Contract Template.doc

ORDER NO. : /

EXHIBIT A

The land referred to is situated in the County of Santa Clara, City of Santa Clara, State of California, and is described as follows:

Beginning at a point on the Northwesterly line of Harrison Street, distant thereon 50.00 feet Southwesterly from the point of intersection of said line of Harrison Street with the Southwesterly line of Jackson Street; thence running along said line of Harrison Street, Southwesterly 52.50 feet; thence leaving said Northwesterly line, and running at right angles thereto, Northwesterly, 108.00 feet; thence at right angles, Northeasterly 52.50 feet; thence at right angles, Southeasterly 108.00 feet to the point of beginning, and being a portion of Block 4, North, Range 3 West, as shown upon that certain Map entitled, "Map of the Town and Sub-Lots of Santa Clara, Santa Clara County, California, surveyed by J.J. Bowen, County Surveyor, July 1866" which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California in Book "B" of Maps, at Page 103.

APN: 269-03-096

State of California The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
PRIMARY RECORD

Primary #
HRI #
Trinomial
NRHP Status Code NA

Other Listings _____
Review Code _____ Reviewer _____ Date _____

Page 1 of 21 *Resource Name or #: (Assigned by recorder) 1217 Harrison St., Santa Clara

P1. Other Identifier:

*P2. Location: ☒ Not for Publication ☒ Unrestricted

*a. County Santa Clara and (P2c, P2e, and P2b or P2d. Attach a Location Map as necessary.)

*b. USGS 7.5' Quad San Jose West Date 1980 T ; R ; 3 of 3 of Sec ; B.M.

c. Address 1217 Harrison Street City Santa Clara Zip 95050

d. UTM: (Give more than one for large and/or linear resources) Zone 10, 593084 mE/ 41 34420 mN

e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate)

APN 269-03-096

*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

The property is located at elevation 77 ft in the eastern section of the "Old Quad", an area of very mixed density and uses. The houses that remain on their original sites are primarily grouped by block and have a consistent set back from the street with small front yards. Many are very well kept and convey the sense of the city as it grew and in-filled with architectural styles popular during the period they were constructed. Apartment buildings often fill the deep lots and the commercial development does not convey the earlier periods. The overall impression is of a mixed use area that has continued to grow and change while retaining some of the charm of the older buildings. Beyond the general description of the area, the block of Harrison Street where 1217 is located has redeveloped over the years leaving the farm house set back on the parcel as the sole reminder of the pre-1900 development. Multi-family (apartment) buildings surround the house and across the street is a mix of later residential styles.

(Continued on page 3)

*P3b. Resource Attributes: (List attributes and codes) HP 3 Multi-family house/HP 2 single family house

*P4. Resources Present: ☒ Building ☐ Structure ☐ Object ☐ Site ☐ District ☐ Element of District ☐ Other (Isolates, etc.)



P5b. Description of Photo: (view, date, accession #) Front Façade, 3/2014

*P6. Date Constructed/Age and Source:

☒ Historic ☐ Prehistoric ☐ Both

Constructed: 1875-80 Historic data

*P7. Owner and Address:

Suyog Kotecha and Mrs. Kotecha

1217 Harrison St.,

Santa Clara CA 95050

*P8. Recorded by: (Name, affiliation, and address)

Bonnie Bamberg

Urban Programmers

10710 Ridgeview Avenue

San Jose CA 95127

*P9. Date Recorded: 5/20/2014

updated 9/28/2018

*P10. Survey Type: (Describe) intensive

*P11. Report Citation: (Cite survey report

and other sources, or enter "none.") Santa

Clara Historic Resources

Inventory

*Attachments: NONE Location Map

Continuation Sheet ☒ Building, Structure, and Object Record

☐ Archaeological Record ☐ District Record ☐ Linear Feature Record ☐ Milling Station Record ☐ Rock Art Record

☐ Artifact Record ☐ Photograph Record ☐ Other (List):

BUILDING, STRUCTURE, AND OBJECT RECORD

*NRHP Status Code 3CS/5S1

Page 2 of 21

*Resource Name or # (Assigned by recorder) 1217 Harrison St., Santa Clara

B1. Historic Name: Parker/Hudson House

B2. Common Name:

B3. Original Use: residential-single family

B4. Present Use: vacant

*B5. Architectural Style: Greek Revival- Vernacular

*B6. Construction History: (Construction date, alterations, and date of alterations) c. 1870 side wing addition c1880

*B7. Moved? No Yes X Unknown Date: _____ Original Location: possibly Scott Street & El Camino Real

*B8. Related Features:
None

B9a. Architect: Unknown b. Builder:

*B10. Significance: Theme Residential Architecture Area City of Santa Clara
Period of Significance 1878-1920 Property Type house Applicable Criteria 3 Architecture
(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)

The Parker/Hudson House, c 1870s, is eligible for listing in the California Register of Historic Resources and as a Santa Clara City Landmark based upon the National Style- Vernacular Greek Revival architecture, one of the few such houses remaining in Santa Clara Valley that retains high integrity, and the association with Charles Parker & William D. Hudson, farmers, orchardists and agricultural businessman.

Architecture: The building represents the high-style of the farm houses in the Santa Clara Valley during the 1860s and the 1870s. It is derived from the "Gable Front and Wing" of the northeastern states, particularly western New York and Ohio. The character defining features of this style are the cornice design, doorway and porch-support columns, fenestration with window hoods and frames but overall minimal decoration. The style is efficient and suited to a remote farm setting.

In 2018 a rehabilitation of the building was completed. During the rehabilitation, the exterior was scrapped and prepared for new paint. The original windows were repaired and preserved. The only alterations to the exterior façade was 3 new doors that replaced non-original doors in the front and rear. The rehabilitation retained all the windows c. 1870s (continued page 4)

B11. Additional Resource Attributes: (List attributes and codes) HP 3

*B12. References: City & County public documents,
see continuation page 17

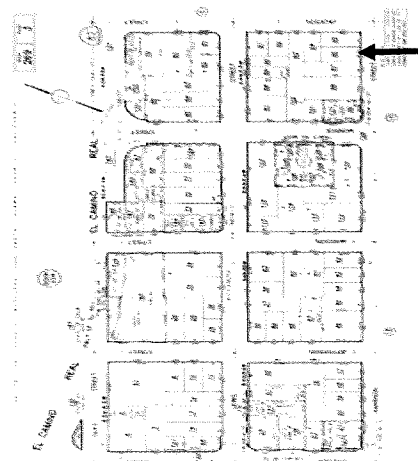
B13. Remarks:

*B14. Evaluator: Bonnie Bamburg

*Date of Evaluation: update 9/28/2018

(This space reserved for official comments.)

(Sketch Map)



Page 3 of 21 *Resource Name or # (Assigned by recorder) 1217 Harrison St, Santa Clara
*Recorded by: Urban Programmers *Date 5/24/2014 updated 9/27/2018 x Continuation ☒ Update

P3.Description cont

The wood frame building is composed of two blocks that had been joined and functioned as a duplex and then sectioned for apartments. The rehabilitation completed in 2018 retained the exterior, repairing the original windows and siding. New gutters and downspouts were installed during the rehabilitation. Interior rehabilitation removed partition walls that divided the apartments and returned the use to single-family use. The predominate interior feature of a coiled staircase was repaired and preserved. All mechanical electrical and plumbing systems were replaced to the current code. Permits are on file with the City for all rehabilitation work. The front yard was landscaped with a mix of drought resistant plants, bard ground cover, a concrete walkway to the front porch and a low wood picket style fence. The house, returned to a single-family house retains the character defining features were present in 2014 when the building was last evaluated.

The older section is two-stories constructed in a very plain National Style (vernacular Greek Revival elements) c. 1871-75. The other section is one-story c.1880s. The building a rectangular plan. First shown on the 1891 Sanborn Map, the building has not changed its form although a porch has been added. The two-story section is a front facing gable with the entry door and one tall window on the first level and two windows evenly spaced in the second level. The entry door has a semicircular (fan-light) element above it. The windows are all vertical, double-hung, with 4 over 4 (panes divided by wood (moutins) and have plain casements and frames that have corniced heads - other than the entry door, this is the only decorative detail on the building. Typical of the style, this section has boxed eaves and a plain frieze. The side façade exhibits symmetrically placed windows with 2 that are similar in style to the front façade windows each they are arranged on the two levels with a smaller plain window in the center. Only the first level windows have the cornices heads. This part of the building is sheathed in dropped (shiplap) siding (horizontal boards that milled milled to fit together against the wall creating a wide grove appearance between the boards. The one-story section is a side facing gable (Medium pitched roof) that has two vertical windows on the front façade and an entry door (the opening location) appears original to this section of the building. This section is sheathed in narrow board lapped siding. Following the form of the front of the building, a 3-part wrap around porch (veranda) with a shed roof is supported by 7 square posts with wood detail suggestive of an architrave with the plain board bean suggestive of a frieze. The porch is raised one step off the ground and is composed of wood plank flooring. The rear is composed of an element with a hipped roof that intersects with the gable roof. This section is pre 1891 and may have been a porch that has been enclosed and enlarged. In the 2018 rehabilitation the mudsill foundation was replaced with a concrete foundation that raised the building approximately 8 inches. The roof was not replaced and no railing or bull nosed stairs were installed at the front porch. These should be added.

The building is constructed with redwood and appears to have survived several earthquakes and the redevelopment of the area around it.

State of California The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
CONTINUATION SHEET

Primary
HRI #
Trinomial

#

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*Recorded by: Urban Programmers *Date 5/24/2014 updated 9/27/2018 x Continuation X Update

B 10 Significance Continued:

and c.1920s in the rear, from when the addition was added. The two doors that were not original were replaced with stylistic new doors.

Charles Parker: Born in Missouri in 1845, he left his family farm venturing as a teamster in the south west before returning to Missouri to farm. Leaving his home state he brought his new wife and came west to Santa Clara in 1871 purchasing a farm on Kifer Road.¹ This is also shown on the Thompson & West Historical Atlas for Santa Clara County, 1876. His wife died a year later. Parker remarried in 1876 with J. Jaimina Hudson, a Santa Clara native. In 1877 he purchased 54 acres along Scott Street and San Francisco Road (El Camino Real). By the 1880 U.S. Census Parkaer is listed as a farmer, living in Santa Clara, married to J. Jaimina Parker and they have a 2 year old daughter Edith. In the same year, the Santa Clara City Directory lists him as a rancher owning 53 acres. Parker was a liberal-conservative Democrat and registered to vote most years.¹ In 1892, he is listed in the City Directory as a rancher with his residence at Scott's Lane and San Francisco Road (El Camino Real). The 1900 U.S. Census lists Jamaina's parents William D. and Mary A. Hudson living with the Parkers at 1217 Harrison St. The 1880 U.S. Census does not list addresses but it lists the Hudsons above the Parkers, in Supervisor District 1 (Old Quad). It appears from the listing that the Hudsons and Parkers may have been living together before 1880. This may be the reason the side addition was constructed on the house. Both Parker and his father-in-law are listed as farmers. In the listing he is described as an orchardist, although it appears from previous listing that he maintained an onion seed farm. In 1904, Ethel Parker (26) married Frank Stewart and in 1910, the Hudsons had moved to University Avenue in San Jose. The younger couple had moved in with her parents.² Frank Stewart was a businessman and by 1908, the City Directory lists his business as Parker & Stewart Seed Growers. Five years later, in 1913 he is listed in the fuel business on Main St. The business grew into 'Stewart Feed-Fuel and Building Materials' located at 1075 Franklin St. In September 1918, William registered for the WWI Draft. The U.S. Census taken in 1920 lists Charles (74) and Jemima Parker (67), Ethel Parker Stewart (42), Frank W. Stewart (42) and their daughter Nadine Stewart (14) living at 1217 Harrison St. Both Charles Parker and William Stewart died during the late 1920s. Ethel Stewart continued to live in the house with her daughter Nadine. Nadine attended Stanford University to become a teacher.³ In 1939, Ethel Stewart sold the subject property to A. E. Bender. The property was sold again in 1943, to Glen B. Davis who subdivided the surrounding block in 1945. The City Directory lists the conversion of the Parker/Hudson house to apartments in 1959.

Santa Clara's Historical Context for Evaluation:

The property is compared within the context of the American Settlement Period 1848-1900. During this period Santa Clara experienced extensive growth in

¹ Voter Rolls - Santa Clara County

² U.S. Census for Santa Clara County 1910

³ Palo Alto City Directory, 1926, Stanford Students listing,

State of California The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
CONTINUATION SHEET

Primary
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#

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agriculture and the beginning of manufacturing. This period is known for its predominance of lumbering, cattle (hides), trading and agriculture as farms and ranches surrounded the city. It also marks the start of the Valley's heritage of higher education when the Santa Clara College was founded in 1851. By 1852, stage coach and steamer service to San Francisco operated regularly. The verdant hills provided the natural resources for the lumber industry to develop and to engage in trade which contributed to residential and local economic growth. By 1870 businesses lined the surveyed streets, saddle and harness maker, doctor, banks, dry goods emporiums and markets. On the edges of town were flour mills, paper mills, tanneries and in the 1870's Pacific Manufacturing Mill opened to produce window frames and sash. The company would grow to the largest such mill in California. In 1878 C.C. Morse opened the seed company that would become an industry leader. The increased population formed Protestant Churches and social organizations that added to the earlier Catholic institutes. The 1887 Sanborn Map Publishing Company listed five churches, two breweries, three tanneries and businesses grouped around a central plaza between Jackson, Washington, Santa Clara and Franklin streets. Residential streets extending from the plaza became known as the Old Quad Area.

During the first fifty years of California's statehood, the coming of the continental railroad in 1869, is regarded as one of the most far-reaching changes to the San Francisco Bay Area. Rail service connected California but the opportunity for passenger and freight service to the rest of the nation opened markets that would allow agriculture, wine and the food processing industry to lead the 1900's economy to a time of significant growth and development.

The climate and rich soil brought many new residents. The period 1870 through 1900 was one of growth for Santa Clara. Residential neighborhoods expanded beyond the central quad area along surveyed streets. Many of these streets in the city grid were named for presidents and divided with large lots, often a quarter of a block, that would be further subdivided to form urban size frontages with houses facing each other with similar size front yards, across the streets.

The Parker/Hudson House transcends the decades before the turn of the century providing an historical resource that tells the story of a multi-generational farm family during the era when farming and raising fruit was the largest economic industry in Santa Clara County. The house retains the original 1870-1800 design, materials, workmanship and association with Charles Parker, William Hudson, and Frank Stewart, as well as their wives and children. The setting has been significantly altered from the semi-rural 1890s and the feeling of a farmhouse is elusive in the urban setting. There is a question that the building may have been moved on the Parker property to locate it within the surveyed residential area that was closer to the center of town. These factors affect the finding of integrity as defined by the National Register of Historic Places. With the consideration that it may have been moved c. 1880 the building is found to retain integrity sufficient for the California Register of Historic Resources and to convey the reason for its significance- a National Style farm house c. 1870, of which there are few remaining.

EVALUATION USING THE CRITERIA OF THE CALIFORNIA REGISTER OF HISTORIC RESOURCES

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The criteria for listing historical properties in the California Register of Historical Resources are consistent with those for listing resources in the National Register of Historic Places, but have been modified for state use in order to include a range of historical resources which better reflect the history of California. This criteria is the basis for determining a historic resource under CEQA. An historical resource must be significant at the local, state or national level under one or more of the following four criteria;

1. It is associated with events that have made a significant contribution to the broad patterns of local or regional history or the cultural heritage of California or the United States.
2. It is associated with the lives of persons important to local, California, or national history;
3. It embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master or possesses high artistic values; or
4. It has yielded, or is likely to yield, information important to the prehistory or history of the local area, California, or the nations.

In addition, the resource must retain enough of its historic character or appearance to be recognizable as a historic property, and to convey the reason for its significance.

Definition of Integrity

Integrity refers to a property's ability to convey its significance. Significance is conveyed by the retention of a resource's visual and physical characteristics and its surroundings. The National Register criteria recognize seven aspects of integrity. The seven aspects of integrity are location, design, setting, materials, workmanship, feeling, and association. To retain historic integrity, a property will always possess several, and usually most, of these aspects.

Properties must have sufficient integrity in addition to meeting the criterion for significance in order to be considered a qualified historic resource.

Criteria 1. *It is associated with events that have made a significant contribution to the broad patterns of local or regional history or the cultural heritage of California or the United States.*

A farm house, it appears the building (two-story section) was moved to this location and meets the criteria for having been associated with the broad pattern of agricultural growth or development.

Criteria 2. It is associated with the lives of persons important to local, California, or national history

The original owner of the house was a farmer and seed producer as was his father-in-law and son-in-law. None of these appear to have been individually important to local history.

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Criteria 3. *It embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master or possesses high artistic values.*

The subject building embodies the distinctive characteristic of a c. 1870 National Style (Greek Revival Elements) farm house, of which there are few remaining. This simple style was the most popular style for farm houses across the nation, 1850-1880. It was efficient and could be enlarged with a side addition when the family grew as is seen in the subject building.

Criteria 4. *It has yielded, or is likely to yield, information important to the prehistory or history of the local area, California, or the nations.*

It is unlikely that significant information important to prehistory or history would be found on this site. The simple construction methods and materials or a trash pit behind the house may provide some information but it is unlikely to be important in the study of history.

Finding: The Charles Parker/William D. Hudson House meets the Criterion 1 & 3 and is eligible for listing in the California Register of Historic Resources as an example of the National Style Farm House c. 1870 that retains a high degree of integrity and of which there are few remaining.

CITY OF SANTA CLARA - GENERAL PLAN REGARDING HISTORIC PROPERTIES:

In 1979, William Zavlaris of Urban Rural Conservation, consultants working under contract to the City of Santa Clara to survey the City to identify historically important buildings, evaluated the property at 1217 Harrison Street, prior to the City Council adopting the following criteria. At that time, the property rated a level of significance to be included in the City's Inventory of Historical Resources. In 2014 the property was evaluated under the current criteria by Urban Programmers (Bonnie Bamburg and William Zavlaris) and found to be a significant historical resource eligible for landmark status. The current 2018 evaluation considers the previous survey (DPR) and evaluates the property after rehabilitation using the criteria adopted as part of the Santa Clara General Plan in 2004.

The Santa Clara General Plan "Structures of historic or architectural significance shall be identified and documented and efforts shall be made to preserve them". The Municipal Code Section 18.58.030 - Designation

...the historical Landmarks Commission shall consider the listings in the National Register of Historic Places, the California Historical Landmarks Program, the Santa Clara County Preliminary Inventory of Historic Landmarks, and City's historical survey, and other compilations of historical buildings and sites. The Commission shall evaluate the proposed landmark for its

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historical or cultural uniqueness or as an outstanding local example of an architectural style or building techniques.

Criteria for local significance (Adopted by the City Council on April 8, 2004)

Qualified Historic Resource

Any building, site, or property in the City that is 50 years old or older and meets certain criteria of architectural, cultural, historical, geographical or archeological significance is potentially eligible.

Criteria for Historical or Cultural Significance

To be historically or culturally significant, a property must meet at least one of the following criterions:

1. The site, building or property has character, interest, integrity and reflects the heritage and cultural development of the city, region, state, or nation.

The building at 1217 Harrison St reflects the heritage and development of the city as a representative 1870s farm house and the setting shows infill development patterns.

2. The property is associated with a historical event.

No historically important event is associated with the property.

3. The property is associated with an important individual or group who contributed in a significant way to the political, social and/or cultural life of the community.

The property is associated with Charles D. Parker, William D. Hudson and Frank Stewart who were farmers and a seed producer and a retail businessman, respectively. This history does not constitute persons of importance in the City of Santa Clara. Information did not uncover an individual event of importance.

4. The property is associated with a significant industrial, institutional, commercial, agricultural, or transportation activity.

The property is not associated with a significant industrial, institutional, commercial, agricultural, or transportation activity.

5. A building's direct association with broad patterns of local area history, including development and settlement patterns, early or important transportation routes or social, political, or economic trends and activities. Included is the recognition of urban street pattern and infrastructure.

The building is a representative of the settlement architecture, 1870-1900 and patterns of urban growth.

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6. A notable historical relationship between a site, building, or property's site and its immediate environment, including original native trees, topographical features, outbuildings or agricultural setting.

There is a historical relationship between the building and the site although as mentioned above the setting urban mixed use, and the lack of ancillary buildings (barn, shed water tank) diminish the relationship.

Criterion for Architectural Significance

To be architecturally significant, a property must meet at least one of the following criterion:

1. The property characterizes an architectural style associated with a particular era and/or ethnic group.

The house is an example of the severe architecture of the early National Style (Stripped Greek Revival) farmer house.

2. The property is identified with a particular architect, master builder or craftsman.

The designer or carpenter for the building was not identified.

3. The property is architecturally unique or innovative.

The house is not architecturally unique or innovative. It is a variation of what is known as National or Stripped Greek Revival style.

4. The property has a strong or unique relationship to other areas potentially eligible for preservation because of architectural significance.

The immediate area has been changed from a semi-rural residential street to one of mixed residential uses. There is not a strong or unique relationship with the immediate area. There are areas of the Old Quad where a house of this age and style would have be more compatible.

5. The property has a visual symbolic meaning or appeal for the community.

The house does not appear to have a visual symbolic meaning in the community. It is set back from the other buildings on the street and overwhelmed by the apartment buildings that surround it.

6. A building's unique or uncommon building materials, or its historically early or innovative method of construction or assembly.

The building appears to have been constructed using materials common

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to the era and is not innovative in the method of construction.

7. A building's notable or special attributes of an aesthetic or functional nature. These may include massing, proportion, materials, details, fenestration, ornamentation, artwork or functional layout.

The building is notable as an example of a farm house from its era, 1860-1880.

Criteria for Geographic Significance

To be geographically significant, a property must meet at least one of the following criterions:

1. A neighborhood, group or unique area directly associated with broad patterns of local area history.

The building is not in close proximity to other similar homes that would create a sense of the broad patterns of local history.

2. A building's continuity and compatibility with adjacent buildings and/or visual contribution to a group of similar buildings.

The building is not compatible with the buildings in the immediate area and therefore does not provide a historical visual contribution to the community.

3. An intact, historical landscape or landscape features associated with an existing building.

There is not a historical landscape or features associated with the building.

4. A notable use of landscaping design in conjunction with an existing building.

There is not a notable use of landscaping design, in fact there is very little landscape on the property.

Finding: The evaluation of the historical and architectural qualities of the property allow the conclusion that the property at 1217 Harrison Street remains eligible for listing in the Historic Resources Inventory and meets the criteria for Historic Landmark status because it exhibits the style, materials and methods of construction of a farm house c. 1860-1880. However, the development around the house is mixed styles of multi-family buildings creating a setting in which the historic building is not compatible with the newer development and that diminishes the ability of the Parker/Hudson house to contribute to the historic streetscapes of pre-1900 architecture found in the Old Quad. The rehabilitation and new landscaping has given the house more prominence in the neighborhood.

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Photographs: 1217 Harrison Street- Photographs were taken in September 27, 2018 using digital format. Due to fence and site constraints the building was difficult to photograph on the sides.



Photograph from 2014
showing differed
maintenance

1217 Harrison St, Santa Clara
View: Front façade showing the two sections of the building, original fenestration.



September 27, 2018

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2014 Photograph

1217 Harrison Street, Santa Clara
View: West side façade, windows appear to be original.



September 27, 2018
Note the window hoods on the
lower level and original window
frames for all windows.

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2014 photograph

1217 Harrison Street, Santa Clara

View: East side façade on left (difficult to see the side wing and addition in the rear)



Photograph September 27, 2018

Note the new rain leader and repaired and retained original windows. Old addition is in the rear.

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1217 Harrison Street, Santa Clara
View: Rear façade, older addition on the left. Original house on the right. The rehabilitation retained the windows and frames, and siding. No new windows were added during the rehabilitation.
Date: September 27, 2018

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1217 Harrison Street, Santa Clara

View: Rear façade, older addition The rehabilitation retained the windows and frames, and siding. No new windows were added during the rehabilitation.

Date: September 27, 2018

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1217 Harrison Street, Santa Clara
View: Rear façade, original hous. The rehabilitation retained the windows and frames, and siding. No new windows were added during the rehabilitation.
Date: September 27, 2018

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The Secretary of the Interior's Standards for Rehabilitating Historic Buildings. Identification, Protection, Repair Rehabilitation and Preservation:

I. The Secretary of the Interior's Standards for Rehabilitation of Historic Buildings.

The Secretary of the Interior's Standards for Rehabilitating Historic Buildings were created by the National Park Service, Cultural Resources Division, in 1978 providing a framework to guide rehabilitation work for projects that were Certified Historic Structures and applied to use investment tax credits. Since that time the "Standards" have been expanded by introducing element specific guidance in the "Guidelines" and these have been adopted by many governmental agencies to promote the same level of guidance to projects that are determined to be local landmarks and/or historic resource properties. The California Environmental Quality Act considers alterations, changes and/or additions to a historic resource to create less than a significant adverse change to the resource. The definition and Secretary of the Interior's Standards for Rehabilitation are as follows:

"Rehabilitation" is defined as "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."¹

The Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.⁴

Standard 1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

The rehabilitation returned the historic use as a single- family residence

Standard 2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

The rehabilitation preserved the historic character of the house. The features of size, mass and materials were preserved. The design was unaltered preserving the siding, window, window frames and door frames. The interior design retains the coil staircase and repaired the balustrade. The removal of interior wall surfaces allowed replacement of failing or not safe systems for electricity, plumbing, HVAC. All the replaced systems promote the continued use as a single-family residence and preservation of the historic building.

The parcel, retains the historic setback and spatial relationship of the house on the block.

^{4 4} <http://www.nps.gov/tps/standards/rehabilitation/rehab/stand.htm>

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Standard 3 Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

The rehabilitation replaced a non-original front door with a stylistic front door but did not add any conjectural features.

Standard 4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

The addition to the side of the original house is considered to have achieved importance and was treated with the same care as the original house. It was rehabilitated and preserved.

Standard 5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.

The rehabilitation repaired and preserved the distinctive features of the house.. The craftsmanship and historic wood pieces were preserved.

Standard 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 other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

The wood house lacked appropriate maintenance for many years resulting in areas of serious deterioration. The historic window systems were in poor repair with lower siles exhibiting the most deterioration. The windows and all frames, were repaired. The wood siding and porch were also repaired and where necessary replaced with with wood to match the original. The repair of wood elements preserves the historic craftsmanship and features into the furute..

Standard 7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

Harsh destructive chemicals were not used in the rehabilitation.

Standard 8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

The excavation for the new foundation did not uncover any archeological material.

Standard 9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

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No additions were constructed

Standard 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.

No additions were constructed.



Sanborn Publishing Company Map, City of Santa Clara, 1891 Page 35a
View: Showing the development patterns. The arrow shows the house at 1217 Harrison Street. Note the barn and shed in the north corner of the property and a water tank in the rear of the house, all of which no longer exist.

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B12: Sources Consulted:

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Apply the National Register Criteria for Evaluation, 1997

United States Department of the Interior National Park Service, Cultural Resources Division, The Secretary of the Interiors Standards for Rehabilitation of Historic Buildings. Government Printing Office, WDC 1997

¹ Pen Pictures From The Garden of the World or Santa Clara County, California, Illustrated. - Edited by H.S. Foote.- Chicago: The Lewis Publishing Company, 1888. page 235

Exhibit “C”
Secretary of Interior’s Standards for Rehabilitation

1. A property will 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 will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will 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, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic 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 will 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.

**The Description of the Historic Property
Preservation and Restoration Efforts
Exhibit "C"**

Year	Project	Estimate Cost
2018	Fumigation of the home.	2,400
2019	Fix the master suite bath tub tap which leaks water when used. This might damage the floor.	500
2019	Add protector between washing machine and the floor so that the floor is protected in case of flooding.	1,000
2019-2022*	Replacing roof as necessary & upgrading Roof structure as necessary. Upgrading to Tesla solar roof so that the solar doesn't detract the visual appeal of the home on the exterior. This project depends on then availability and feasibility of technology.	45,000
2020	General pest inspection and pest treatment as necessary.	3,000
2020-2023	Maintain and upgrade front deck and back deck as necessary	10,000
2021	Wooden floor maintenance including cleaning and polishing to avoid pests.	2,500
2021-2022	Paint the exterior doors and door frames.	1,000
2022	General pest inspection and pest treatment as necessary.	3,000
2022-2023*	Exterior Painting and Maintenance as necessary	10,000
2023	General Inspector visit to identify problems before they become too big.	1,400
2024	General pest inspection and pest treatment as necessary.	3,000
2025-2028*	Interior painting and wall maintenance jobs as necessary.	25,000
2026	Wooden floor maintenance including cleaning and polishing to avoid pests.	3,000
2026	General pest inspection and pest treatment as necessary.	3,000
2026-2028*	Exterior Painting and Maintenance as necessary	10,000
2028	General pest inspection and pest treatment as necessary.	3,000
2028	General Inspector visit to identify problems before they become too big.	1,400

2018-2028	Unforeseen general maintenance tasks for preservation.	Approx. 10,000
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Notes:

* Using range of years so that the project can be undertaken whenever there is need suitable to the condition of the home

Regular maintenance includes but is not limited to following:

1. Maintain front deck and back deck.
2. Maintenance of plumbing issues, taps, electric wiring, leaks.
3. Regular maintenance covering accidental damage
4. Regular maintenance to adhere to the latest city codes whenever possible and permitted.
5. Inspection includes regular inspection and focussed inspection depending on the condition of the home.