

Del. to Smart & Rockwood 9-8-80 381.

Preservation of Historic Winc., Inc.
TO :: DEED No. 674
John G. Lewis, et ux

Tax \$ 48.75

BOOK 105 PAGE 381

THIS DEED, made and dated this 11th day of August, 1980, by and between Preservation of Historic Winchester, Inc., a Virginia corporation, hereinafter called the Grantor and John G. Lewis and Elisabeth D. Lewis, his wife, hereinafter called the Grantees.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations paid to the Grantor by the Grantees on and before the delivery of this deed, the receipt of which is hereby acknowledged, the Grantor hereby grants, sells and conveys, with general warranty of title, unto the Grantees, in fee simple, jointly, as tenants by the entirety with the common law right of survivorship, the following real estate, together with all improvements and appurtenances thereto belonging and subject to all easements and legally enforceable restrictions and reservations of record affecting such realty:

All that certain lot or parcel of land, with the improvements thereon and the appurtenances thereunto belonging, situate on the northeast corner of the intersection of Loudoun Street and Leicester Street, and designated as 422 South Loudoun Street, and more particularly described as Parcel "B" on the plat and survey of Thomas A. Shockey, C.L.S., dated March 26, 1980, attached hereto and made a part hereof.

*For Deed of
Conveyance
See A/B # 189
Pg # 169*

This is a portion of the same real estate which was conveyed to the Grantor herein by deed from Thomas H. Phalen, single, dated July 12, 1979, of record in the Clerk's Office of the Circuit Court of the City of Winchester, Virginia, in Deed Book 160, at Page 518, et seq.

The above described property is specifically subject to the following covenants, conditions, and restrictions which shall apply to the Grantees, their heirs and assigns, as restrictive covenants running with the land:

1. Existing wide beaded clapboard siding must be repaired and maintained. If replacement is necessary, new siding material must be approved by Preservation of Historic Winchester, Inc. Steering Committee. DO NOT EXPOSE LOGS.
2. No new structures to be erected on the property without the permission of the Preservation of Historic Winchester, Inc. Steering Committee.

3. Existing front entrances to be removed and single front doorway to be placed under second floor right bay window (e.g., symmetry of building to be restored).
4. Front door must be wooden six-panel door.
5. If roof is replaced, it must be of seamed tin or sawn cedar shingles with a 16" exposure.
6. Wooden shutters to match those still existing (old ones in storage) must be placed on west and north side windows.
7. Replace existing gate on north side with wood picket gate.
8. Aluminum siding, front storm and screen doors are not permitted. If metal storm windows are used, they must be painted to match the trim.
9. Paint colors must be chosen from Preservation of Historic Winchester, Inc. recommended combinations or approved by the Preservation of Historic Winchester, Inc. Steering Committee.
10. Outside front lighting fixtures must be approved by the Preservation of Historic Winchester, Inc. Steering Committee.
11. Brick sidewalk must be repaired and maintained.
12. Maintain existing window sash and old glass panes where possible.
13. Site plans for creation of additional parking spaces on rear of property must be approved by Preservation of Historic Winchester, Inc. Steering Committee.
14. Usage is limited to single family occupancy.
15. Interior covenants: (1) "Winchester" mantel in first floor front room to be maintained.
(2) Attic floor boards must not be removed for use elsewhere.
16. No construction, alteration, remodeling or destruction shall be permitted on or to the property which would affect any improvement to the property (including shrubbery and trees) visible from any street or would affect the exterior of any building, without written permission of Preservation of Historic Winchester, Inc. or unless permitted herein.
17. The property shall not be sold, leased or otherwise transferred (except by gift) unless first offered in writing to Preservation of Historic Winchester, Inc. If Preservation of Historic Winchester, Inc. does not accept such offer within thirty (30) days, the property may be sold within one (1) year thereafter upon and only upon the terms contained in the written offer to Preservation of Historic Winchester, Inc. Thereafter, before the premises may be sold, leased, or transferred, it must first be reoffered to Preservation of Historic Winchester, Inc., as if the first offer had never been made.
18. Painting — The exterior of any building and other improvements shall not be painted unless paint color combinations and the quality of the paint are approved by the Preservation of Historic Winchester, Inc. Steering Committee.

19. Repairing and replanting of damage to the presently existing house and lot resulting from fire or other casualty or from wear and tear shall be permitted, provided it is performed in a manner which would not alter the appearance of the house or lot as of this date.
20. The Grantee shall commence restoration of the property within twelve (12) months from this date and shall complete the restoration within eighteen (18) months from this date. If such restoration has not been commenced within the said twelve (12) month period or if Grantee attempt to sell said property before commencing restoration, then Preservation of Historic Winchester, Inc. shall have the right any time thereafter to repurchase the property for the same purchase price paid by the Grantee, by giving written notice of same with closing being sixty (60) days after such notice is given.
21. At all times the property shall be maintained in good condition.
22. The property, including the buildings, shall be open at least one (1) day every five (5) years to the public from 10:00 a.m. to 5:00 p.m. on a single day to be selected by Preservation of Historic Winchester, Inc., and consented to by the Grantee, which consent shall not unreasonably be withheld.
23. Preservation of Historic Winchester, Inc. may inspect the property at reasonable times upon giving reasonable notice.
24. Where permission is required to be obtained from Preservation of Historic Winchester, Inc., the permission shall be valid only if signed by its President or the Chairman of its Steering Committee.
25. If any restrictive covenant is violated, Preservation of Historic Winchester, Inc., after giving reasonable notice to the record owner of the property, may (a) institute a suit to enjoin by ex parte, temporary and/or permanent injunction which violation, to require the restoration of the premises to its prior condition, (b) may enter upon the premises, correct any such violation, and hold the record landowner responsible for the cost thereof, and (c) may take any other legal action available to it.
26. Preservation of Historic Winchester, Inc. may convey the servitudes hereby conveyed to some other charitable organization for the same general purposes, however, that since it is the public policy of the Commonwealth of Virginia that such servitudes be perpetual, in no event shall the rights of Preservation of Historic Winchester, Inc. be conveyed in any way to the Grantee, (his/her/its) successors and assigns, nor may Preservation of Historic Winchester, Inc. or its successor quitclaim or in any way release the restriction hereby imposed.

If Preservation of Historic Winchester, Inc. (a) be dissolved or in any other way cease its corporate existence, or for any other reason be unable to act to enforce the restrictions provided for herein, or (b) acquire fee simple title to the land subject to this servitude, then all rights of Preservation of Historic Winchester, Inc., in the foregoing servitude shall automatically vest in the Virginia Historic Landmarks Commission.

Except as noted above, the Grantor covenants and has a right to convey said property to the Grantees; that there has been no other act to encumber said property; that it will execute such further assurances of title to said property as may be requisite; that it is seized in fee simple of the

property conveyed; and that the Grantee shall have quiet possession of said property free from all encumbrances.

WITNESS the following signature and seal:

PRESERVATION OF HISTORIC WINCHESTER, INC.

By Patricia R. Zoutrae (SEAL)

STATE OF VIRGINIA

At of Loudoun, To-wit:

I, Winifred C. Oates, A Notary Public, in and for the State and At Loudoun aforesaid, do hereby certify that Preservation of Historic Winchester, Inc., whose name is signed to the foregoing deed bearing date the 11th day of August, 1980, has this day personally appeared before me and acknowledged the same.

Given under my hand this 11th day of August, 1980.

My commission expires August 27, 1980.

Winifred C. Oates
Notary Public

VIRGINIA CITY OF WINCHESTER, SCT.

This instrument of writing was produced to me on the 11th day of August, 1980 at 12:40 PM and with certificate of acknowledgment thereto annexed was admitted to record. Tax imposed by Sec. 58-54.1 of \$ 32.50 and 58-54 have been paid, if assessable.

Michael M. Vannano Clerk