

DEED OF CONVEYANCE

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THIS DEED, made this 18 day of January, 1990, by and between PRESERVATION OF HISTORIC WINCHESTER, INC., a Virginia corporation, party of the first part, hereinafter called the Grantor; and ROBERT W. SPEELMAN and JOYCE M. SPEELMAN, husband and wife, parties of the second part, hereinafter called the Grantees.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey, with General Warranty of Title and English Covenants of Title, unto the Grantees, in fee simple, as Tenants by the Entireties with Common Law Right of Survivorship, it being intended that the part of the one dying should then belong to the other; all of that certain parcel of land with the improvements thereon, and with all rights, rights of way, easements and appurtenances thereunto belonging, lying and being situate in the City of Winchester, State of Virginia, and more particularly described as follows, to-wit:

Parcel I: All of that certain lot or parcel of land, lying and being situate on the east side of North Kent Street, being designated as No. 312 North Kent Street in the City of Winchester, Virginia, and being the same property acquired by Grace L. Lewis by deed from Thurman E. Lewis, et ux, dated August 27, 1971, and recorded in the Office of the Clerk of the Circuit Court of the City of Winchester, Virginia, in Deed Book 121, at Page 567.

Parcel II: All of that certain lot or parcel of land, lying and being situate on the east side of North Kent Street, being designated as No. 314 North Kent Street in the City of Winchester, Virginia, said lot having a frontage of 24 feet, more or less, on North Kent Street, and extending back eastward to a public alley known as Troy Street in the rear, and being the same property acquired by Clarence Ray Lewis by deed from W.E. Edwards, Trustee, dated November 12, 1956, and recorded in the aforesaid Clerk's Office in Deed Book 86, at Page 459. The said Clarence Ray Lewis has since died and by his Last Will and Testament of record in the aforesaid Clerk's Office in Will Book 43, at Page 229, he devised said property to his wife, Grace L. Lewis; and

BEING part of the real property conveyed to the Grantor herein by Deed of Grace L. Lewis, widow, dated September 6, 1989, and recorded in the Clerk's Office of the Circuit Court for the City of Winchester, Virginia in

\$34,500.00

Robert W. & Joyce M. Speelman
601 S. Cameron Street
Winchester, VA 22601

STEPHEN J. KUSHNER
ATTORNEY AT LAW
WINCHESTER, VIRGINIA

Deed Book 237, at Page 487, and described as "Parcel I" and "Parcel II" in said Deed (herein called the "property" or the "real property").

Reference is here made to the aforesaid instruments and the attachments and the references therein contained for a further and more particular description of the property hereby conveyed.

This conveyance is made subject to all legally enforceable restrictive covenants and easements of record affecting the aforesaid realty, including the following restrictive covenants, which shall run with the land and shall be binding forever:

1. 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 prior written permission of Preservation of Historic Winchester, Inc., or unless permitted herein.

2. 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.

3. Painting - The exterior of any building and other improvements shall not be painted unless paint color combination and the quality of the paint are approved by the Preservation of Historic Winchester, Inc., Steering Committee.

4. 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.

5. The Grantee shall commence restoration of the property within six (6) months from this date and shall complete the restoration of 312 North Kent within (18) months and 314 North Kent within thirty (30) months from this date. If such restoration has not been commenced within the said six (6) month period or if Grantee attempts 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 within sixty (60) days after such notice is given. Restoration of the property shall be conducted in accordance with that certain unrecorded Rehabilitation Agreement of even date herewith, which Agreement contains an option to repurchase the property by Preservation of Historic Winchester, Inc., in the event that the property is not rehabilitated in accordance with its terms.

6. At all times the property shall be maintained in good condition.

7. 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.

8. Preservation of Historic Winchester, Inc., may inspect the property at reasonable times upon giving reasonable notice.

9. Where permission is required to be obtained from Preservation of Historic Winchester, Inc., the permission shall be valid only if signed by its Executive Director, President, or the Chairman of its Steering Committee.

10. 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 against such violation to require the restoration of the premises to its prior condition, (b) enter upon the premises, correct any such violation, and hold the record landowner responsible for the cost thereof, and (c) taken any other legal action available to it.

11. Preservation of Historic Winchester, Inc., may convey the servitudes hereby conveyed to some other charitable organization for the same general purposes. However, 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 the Grantee, his/her/its/their successors or assigns, nor may Preservation of Historic Winchester, Inc., or its successor quitclaim or in any way release the restrictions hereby imposed.

If Preservation of Historic Winchester, Inc., (a) is dissolved or in any other way ceases its corporate existence, or for any other reason is unable to act to enforce the restriction provided for herein, or (b) acquires 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 Division of Historic Landmarks.

The Grantor hereby covenants that it has the right to convey the said land to the Grantees; that the Grantor has done no act to encumber such land; that the Grantees shall have quiet

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possession of said land, free from all encumbrances; and that the Grantor will execute such further assurances of the said land as may be requisite.

WITNESS the following signature and seal:

PRESERVATION OF HISTORIC WINCHESTER, INC.

By: Kathleen M. Dawson
Its: Chairman, Revolving Fund

ACKNOWLEDGEMENT

STATE OF VIRGINIA

City of Winchester; To-wit:

Acknowledged before me this 18th day of January, 1990,
by Kathleen M. Dawson, who is
Chairman, Revolving Fund of Preservation of Historic
Winchester, Inc., a Virginia corporation, on behalf of the
corporation.

GIVEN under my hand this 18th day of January, 1990.
My commission expires July 31st, 1993.

Hattie L. Palmer

Notary Public

VIRGINIA CITY OF WINCHESTER, W.V.
This instrument of writing was produced to me on the 19th day
of JANUARY, 1990 at 3:16 P.M. and with
certificates of acknowledgment thereto annexed was admitted to record.
Tax imposed by Sec. 58-54.1 of § 34.50, and 58-54 have been
paid, if applicable.

Terry White, Dy. Clerk

