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BOOK 149 PAGE 96

THIS DEED, made and dated this 8th day of August, 1977, by and between Preservation of Historic Winchester, Inc., a Virginia corporation, hereinafter called the Grantor, and Bernard L. Cloud and Cynthia E. Cloud, his wife, hereinafter called the Grantees.

WITNESSETH: That in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations paid the Grantor by the Grantees on or before the delivery of this deed, the receipt of all of which is hereby acknowledged, the Grantor hereby grants, sells, and conveys, by general warranty and English Covenants of title, unto the Grantees, in fee simple, jointly, as tenants by the entirety with the common law right of survivorship, the following described real estate:

All that certain lot or parcel of land, together with all improvements and appurtenances thereto belonging, lying and being situate at No. 501 along the Western side of South Loudoun Street at its intersection with West Leicester Street, in the City of Winchester, Virginia, fronting on said South Loudoun Street a distance of 44 feet 2 inches, and extending back Westward along the Southern side of West Leicester Street a distance of 35 feet and being the same realty conveyed to the Grantor herein by deed from Melvin A. Miller, et ux, dated June 15, 1977 and of record in the Clerk's Office of the Circuit Court for the City of Winchester, Virginia in Deed Book 148 as Instrument No. 633.

It is understood that this conveyance is made subject to the following restrictive covenants which shall apply to and run with the land, in perpetuity, as a servitude thereon:

(a) The premises, including all improvements thereon, shall be open at least one 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 Grantees, their heirs and assigns which consent shall not unreasonably be withheld.

(b) Without the written permission of Preservation of Historic Winchester, Inc., duly signed by its President or Vice President, no construction, alterations, or remodeling

shall be undertaken or permitted which would affect either the lot hereinabove described (including shrubbery and trees) or the exterior (including the roof) of any building or other improvement located thereon, except the reconstruction, repair, replanting or refinishing of presently existing parts or elements of the lot, house, and other improvements, damage to which has resulted from casualty loss, deterioration, or wear and tear, provided that such reconstruction, repair, replanting or refinishing may not be performed in a manner which would alter the appearance of the house or other improvements or the appearance of the lot as of the date this instrument was executed. In any event, the Grantees, their heirs and assigns agree that in painting the exterior of any building or improvement on the premises to use thereon a quality and color of paint to be selected by the Grantees, their heirs and assigns from a chart to be supplied to them by Preservation of Historic Winchester, Inc., which chart shall contain a reasonable selection of colors, not less than six in number.

(c) The Grantees, their heirs and assigns agree at all times to maintain the subject property in a good state of repair so that no deterioration in its exterior or interior appearance shall take place.

(d) The Grantees, their heirs and assigns agree that the officers of Preservation of Historic Winchester, Inc., or a person or persons delegated by them shall be permitted at reasonable times (which time shall be established in advance by ten days notice) to come upon the premises to inspect for violations of any of the covenants contained in this Deed and Right of First Refusal.

(e) In the event a violation of these restrictions is found to exist, Preservation of Historic Winchester, Inc., may following reasonable notice to the Grantees, their heirs and assigns, institute a suit to enjoin by ex parte, temporary and/or permanent injunction such violation, to require the restoration of the premises to its prior condition, and in the alternative the officers may enter upon the premises, correct any such violation, and hold the Grantees, their heirs and assigns, responsible for the cost thereof.

(f) The Grantees agree to commence restoration of the premises within twelve months from the date the sale is closed with Preservation of Historic Winchester, Inc., and to complete the said restoration within generally eighteen months from the date the sale is closed with Preservation of Historic Winchester, Inc. Grantees agree that in the event such restoration has not been commenced within the said twelve month period or in the event Grantees attempt to sell said premises before commencing restoration, then, in either event, Preservation of Historic Winchester, Inc., shall have the right any time thereafter to repurchase the premises for the same amount as the sales price hereunder.

Preservation of Historic Winchester, Inc. shall exercise this right by written notice to Grantees and shall consummate repurchase within sixty days of the date of such notice.

(g) The Grantees agree that prior to any sale, lease, or transfer other than by gift through a testamentary instrument of any interest hereinabove described, the property shall first be offered in writing to Preservation of Historic Winchester, Inc. for purchase or lease on the same terms and conditions as those proposed to be offered to others. If Preservation of Historic Winchester, Inc. does not accept such offer for itself or its assigns within ninety days of the time it is made, the premises may be sold, leased, or transferred on such terms and conditions to some other person or entity with six (6) months after the offer was made 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.

(h) The Grantees, their heirs and assigns agree that these restrictions shall run with the land and shall be binding, as a servitude, upon the real estate herein conveyed in perpetuity.

(i) Where permission is required to be obtained from Preservation of Historic Winchester, Inc., such permission shall be deemed to have been given upon the failure of Preservation of Historic Winchester, Inc. to respond to a written request therefor within forty-five days of actual notice thereof mailed to Preservation of Historic Winchester, Inc. by registered mail, return receipt requested at its principal office, or duly served upon its registered agent.

(j) The Grantor for itself and its successors and assigns reserves the right, privilege, and easement to lay, construct, operate and maintain underground utilities including but not limited to, conduit and cable lines for transmitting transformers, transformer enclosures, concrete pads, connection boxes, ground connections, attachments, equipment, accessories and appurtenances desirable in connection therewith, under, upon and across the real estate herein conveyed.

It is expressly recognized that Preservation of Historic Winchester, Inc. may subsequently convey the servitudes hereby conveyed to some other charitable corporation or trust, or to the Virginia Historic Landmarks Commission, or some other governmental agency organized for the same general purposes, provided, 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 Grantees, their heirs and assigns, nor may Preservation of Historic Winchester, Inc. or its successors quit claim or in any way release the restrictions 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.

(l) The Grantees, their heirs, and assigns agree to replace the "two over two" pane window sash with wooden "six over six" pane window sash and to retain and maintain same.

(m) The Grantees, their heirs, and assigns agree to hang wooden, workable shutters on the five front windows and retain and maintain said shutters.

(n) The Grantees, their heirs, and assigns agree to replace the existing porch with a porch or stoop of the late 18th Century period of architecture, the design of which is subject to the approval of Preservation of Historic Winchester Steering Committee.

(o) The Grantees, their heirs, and assigns agree that if wood siding is replaced, the replacement siding must be approved by the Preservation of Historic Winchester Steering Committee. Further, that if the wood siding is replaced, aluminum siding shall not be permitted. Further, that the wood siding shall not be removed in such a manner so as to expose the logs.

(p) The Grantees, their heirs, and assigns agree that aluminum storm doors and aluminum screen doors shall not be placed on the structure. If aluminum storm windows are placed on the structure, they must be painted to match the trim.

(q) The Grantees, their heirs, and assigns agree that the front door shall be of the late 18th Century period of architectural design or it shall be approved by the Preservation of Historic Winchester Steering Committee.

(r) The Grantees, their heirs, and assigns agree that the roof shall remain tin or be of wooden shingles.

(s) The Grantees, their heirs, and assigns agree that all outside lighting fixtures must be approved by the Preservation of Historic Winchester Steering Committee.

(t) The Grantees, their heirs, and assigns agree that all paint colors for the exterior must be selected from the Preservation of Historic Winchester recommended combinations or approved by the Steering Committee.

(u) The Grantees, their heirs, and assigns agree to retain and keep in good repair the brick sidewalk.

IN WITNESS WHEREOF, the said Preservation of Historic Winchester, Inc., has caused this deed to be executed, acknowledged

and delivered on its behalf by David A. Juergens, its President and duly authorized agent, and its corporate seal to be affixed and attested by Lee Taylor, its Secretary, the first date hereinabove written.

PRESERVATION OF HISTORIC WINCHESTER, INC.

By David A. Juergens
David A. Juergens, President



(Corporate Seal)

ATTEST BY: R. Lee Taylor

STATE OF VIRGINIA

COUNTY OF Frederick, To-wit:

I, Agnes F. Geanious, a Notary Public of and for the State and County aforesaid, do certify that David A. Juergens, whose name as President of Preservation of Historic Winchester, Inc., is signed to the foregoing writing, bearing date on the 8th day of August, 1977, personally appeared before me in my State and County aforesaid, and in the name and on behalf of the said Corporation acknowledged the said writing as the act and deed of the said Corporation and made oath that he is the President of the said Corporation and that the seal affixed to said writing is the true corporate seal of the said Corporation and that it has been affixed thereto by due authority.

Given under my hand this 8th day of August, 1977.

My Commission expires September 11, 1977

Agnes F. Geanious
Notary Public



WASSIE AND SHARR
ATTORNEYS AT LAW
WINCHESTER, VIRGINIA

VIRGINIA CITY of WINCHESTER, SCT.

This instrument of writing was produced to me on the 8th day of August, 1977 at 1:15 PM. and with certificate of acknowledgment thereto annexed was admitted to record. Tax imposed by Sec. 58-54.1 of \$ 23.00, and 58-54 have been paid if applicable.