

Preservation of Historic Winc., Inc.
TO :: DEED No. 398
David G. Simpson, et ux

Tax \$ 42.00

BOOK 159 PAGE 305

THIS DEED, made this 20th day of April, 1979,
between Preservation of Historic Winchester, Inc., a Virginia
corporation, of the one part, hereinafter called the Grantor or
PHW, and David G. Simpson and Judith Meade Simpson, his wife, of
the other 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 valuable con-
sideration, receipt whereof is hereby acknowledged, the Grantor
does grant and convey, with General Warranty and with English
Covenants of Title, unto the Grantees, as tenants by the entirety,
in fee simple, with survivorship as at comm law, together with
all rights, rights of way, privileges and appurtenances thereto
belonging, all the following two (2) parcels of land situated on
the East side of Loudoun Street in Winchester, Virginia:

PARCEL A - All of that certain lot of land,
improved by a frame dwelling house designated as
610 South Loudoun Street, situated in Winchester,
Virginia, fronting on the East side of the said
Street a distance of 19 feet 6 inches, more or
less, and extending Eastward with a uniform width
for a depth of 137 feet, more or less, with an
Eastward boundary of 19 1/2 feet, more or less,
together with the interest of the Grantor in the
joint alleyway on the North side of the property
conveyed hereby, which alleyway extends for a
distance of 43 feet 2 inches Eastward from South
Loudoun Street.

PARCEL B - All of that certain lot of land,
improved by a double frame dwelling house,
designated as Nos. 612 and 614 South Loudoun
Street, situated in the City of Winchester,
Virginia, fronting on the East side of said
Street a distance of 30 feet, more or less, and
extending Eastward between parallel lines a
distance of 130 feet, more or less, with an
Eastern boundary line of 30 feet, more or less.

The above two parcels of land are a portion of the property con-
veyed to the Grantor herein (being designated therein as PARCELS
B and C) by Barbara Bachrach Taylor, et al, by deed dated August

25, 1978 and recorded in the Office of the Clerk of the Circuit Court for the City of Winchester, Virginia in Deed Book 156, at Page 342.

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 the lot (including shrubbery and trees) or the exterior of any building or the improvement to the property, without written permission of PHW (signed by its President or its Vice President) or unless permitted herein.

2. The property shall not be sold, leased or otherwise transferred (except gift by testamentary instrument or by intestate succession) unless first offered in writing to PHW. If PHW does not accept such offer, the property may be sold within one (1) year thereafter upon and only upon the terms contained in the written offer to PHW.

3. Painting - The exterior of any building or the improvements shall not be painted unless paint color combinations and the quality of the paint are approved by the PHW Steering Committee.

4. No aluminum siding, storm and screen doors are permitted. If metal storm windows are used, they must be painted to match trim.

5. Outside lighting fixtures must be approved by the PHW Steering Committee.

6. Covenants particular to 610 South Loudoun Street:

a. Replace second floor window sash with wooden "six over six" pane sash.

- b. The dormer must be maintained and repaired.
 - c. Working, wooden shutters must be placed on second floor windows and on first floor windows where physically possible.
 - d. If the wood siding is replaced, the replacement siding must be approved by the PHW Steering Committee. Do not remove siding to expose the logs.
 - e. Electric meter boxes must be painted to match siding.
 - f. Porch must be repaired and maintained. Any replacement parts must duplicate those already existing.
7. Covenants particular to 612 - 614 South Loudoun Street:
- a. Must be converted back into a single family dwelling.
 - b. Replace second floor window sash with wooden "six over six" pane sash and first floor window sash with wooden "nine over six" or "six over nine" pane sash. PHW reserves the right to require shorter first floor window sash if renovation work reveals that original window sash was shorter.
 - c. Remove right bay door and replace with similar wood siding.
 - d. If the wood siding is replaced, the replacement siding must be approved by the PHW Steering Committee. Do not remove siding to expose logs.
 - e. Electric meter boxes must be painted to match siding.
 - f. Working wooden shutters must be installed on second floor windows and on first floor windows where physically possible.
 - g. Porch must be removed and replaced with a stoop or porch of the period.
8. 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 shall be permitted, provided it 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 this date.

9. At all times the property shall be maintained in a good state of repair so that no deterioration in its exterior or interior appearance shall take place.

10. The Grantees 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 Grantees attempt to sell said property before commencing restoration, then PHW shall have the right any time thereafter to repurchase the property for the same purchase price paid by the Grantees, by giving written notice of same with closing being within sixty (60) days after such notice is given.

11. Where permission is required to be obtained from PHW, such permission shall be deemed to have been given upon the failure of PHW to respond to a written request therefor with forty-five (45) days of actual notice thereof mailed to PHW by registered mail, return receipt requested at its principal office.

12. PHW may 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, 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 PHW be

conveyed in any way to the Grantees, their successors and assigns, nor may PHW or its successor quitclaim or in any way release the restriction hereby imposed. If PHW (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 PHW in the foregoing servitude shall automatically vest in the Virginia Historic Landmarks Commission.

13. PHW may inspect the property at reasonable times by giving at least ten (10) days notice.

14. If any restrictive covenant is violated, PHW, after giving reasonable notice to the record owner of the property, may 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 PHW may enter upon the premises, correct any such violation, and hold the record landowner responsible for the cost thereof.

15. The property, including all improvements, 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 PHW, and consented to by the Grantees, which consent shall not unreasonably be withheld.

The Grantees join in this deed to assume all responsibilities set forth above and to agree to comply with same.

WITNESS the following signatures and seals:

PRESERVATION OF HISTORIC WINCHESTER,
INCORPORATED

By Katherine Brockwood
President

ATTESTING SEAL:

Kay B. Wise
Secretary

HARRISON & JOHNSTON
ATTORNEYS AT LAW
WINCHESTER, VIRGINIA

David G. Simpson (SEAL)
David G. Simpson

Judith Meade Simpson (SEAL)
Judith Meade Simpson

STATE OF VIRGINIA,

County Frederick OF Frederick, To-wit:

I, Agnes F. Geanious, a Notary Public in and for the State and County aforesaid, do certify that Katherine G. Rockwood, whose name as President of Preservation of Historic Winchester, Inc., is signed to the foregoing writing, bearing date on the 20th day of April, 1979, personally appeared before me this day in my said County, 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 she is 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 20th day of April, 1979.

My commission expires August 30, 1981.

Agnes F. Geanious
Notary Public

STATE OF VIRGINIA,

County Frederick OF Frederick, To-wit:

I, Agnes F. Geanious, a Notary Public of and for the State and County aforesaid, do certify that David G. Simpson and Judith Meade Simpson, his wife, whose names are signed to the foregoing writing, bearing date on the 20th day of April, 1979, have acknowledged the same before me in my State and County aforesaid.

ARRISON & JOHNSTON
ATTORNEYS AT LAW
WINCHESTER, VIRGINIA

Given under my hand this 20th day of April, 1979.

My commission expires August 30, 1981.

Agnes F. Jeanous
Notary Public

VIRGINIA CITY of WINCHESTER, SCT.

This instrument of writing was produced to me on the 24th day
of April, 1979 at 1:30 PM, and with
certificate of acknowledgment thereto annexed was admitted to record.
Tax imposed by Sec. 58-54.1 of \$ 28.00, and 58-54 have been
paid, if assessable.

Quaxa W. Fletcher, Dps Clerk