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THIS DEED, made and dated this 17th day of July, 1978, by and between Preservation of Historic Winchester, Inc., a Virginia Corporation, hereinafter called the Grantor, and Edward G. Thompson and Lynne H. Thompson, 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, 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 of that certain parcel of land located on South Loudoun Street in the City of Winchester, Virginia, and more particularly described as 702 South Loudoun Street. This is the same property conveyed to Preservation of Historic Winchester, Inc. by deed from Marie Clevenger, a Widow, dated August 15, 1977, and recorded in the Clerk's Office of the Circuit Court of the City of Winchester, Virginia, in Deed Book 149, at Page 196.

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. The Grantees, their successors and assigns shall replace the second floor window sash with wooden "six over six" pane sash and the first floor window sash with wooden "nine over six" pane sash.
2. The Grantees, their successors and assigns shall hang wooden, workable shutters on the five front and eight north side windows.
3. The Grantees, their successors and assigns shall replace the front porch with a porch or stoop of the early 19th century, the design of which is to be approved by the Preservation of Historic Winchester, Inc. Steering Committee.
4. The Grantees, their successors and assigns shall not have aluminum siding, storm and screen doors on this building. If the wood siding is replaced, the replacement siding must be approved by the Preservation of Historic Winchester, Inc. Steering Committee.
5. If the Grantees, their successors and assigns install metal storm windows, they must be painted to match the trim.

6. The Grantees, their successors and assigns shall install a front door of the period or approved by the Preservation of Historic Winchester, Inc. Steering Committee.
7. The Grantees, their successors and assigns agree to install only outside lighting fixtures which are approved by the Preservation of Historic Winchester, Inc. Steering Committee.
8. The Grantees, their successors and assigns agree to use paint colors chosen from Preservation of Historic Winchester, Inc. recommended combinations or approved by the Preservation of Historic Winchester, Inc. Steering Committee.
9. The Grantees, their successors and assigns shall open at least one day every five (5) years the premises, including all improvements thereon, 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 successors and assigns which consent shall not unreasonably be withheld.
10. 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 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 successors 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 successors 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.
11. The Grantees, their successors 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.
12. The Grantees, their successors 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 times 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.
13. 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 successors 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 successors and assigns responsible for the cost thereof.

14. The Grantees, their successors and assigns 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. The Grantees agree that in the event such restoration has not been commenced within the said twelve month period or in the event the 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 the Grantees and shall consummate repurchase within sixty days of the date of such notice.
15. The Grantees, their successors and assigns 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. If Preservation of Historic Winchester, Inc. does not accept such offer for itself or its assigns within ninety days of the time the offer is made, the premises may be sold, leased, or transferred on such terms and conditions to some other person or entity within six (6) months after the offer was made to Preservation of Historic Winchester, Inc. After six months after the date the offer was made to Preservation of Historic Winchester, Inc., the Grantees, their successors and assigns may sell, lease or transfer the property after first re-offering property to Preservation of Historic Winchester, Inc. and Preservation of Historic Winchester, Inc. shall have another ninety days from the date of the second offer in which to either accept or reject the offer.
16. The Grantees, their successors 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.
17. 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 therefore with 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. This provision does not affect Preservation of Historic Winchester, Inc.'s rights under paragraph #15.
18. 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 successors

and assigns, nor may Preservation of Historic Winchester, Inc. or its successors quit claim 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.

The Grantor covenants that it has the right to convey the within described property; that the same is free from all liens and encumbrances, except as may be hereinabove set forth; and that it will forever warrant and defend the title thereto.

WITNESS the following signature and seal:

PRESERVATION OF HISTORIC WINCHESTER, INC.

BY Katherine G. Rockwood
President



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 hereby certify that Katherine G. Rockwood, President of Preservation of Historic Winchester, Inc., whose name is signed to the foregoing Deed bearing date the 17th day of July, 1978, has personally appeared before me in my State and County aforesaid.

Given under my hand this 17th day of July, 1978.

My commission expires August 30, 1981.

Agnes F. Geanious
Notary Public

VIRGINIA CITY OF WINCHESTER, SCT.

This instrument of writing was produced to me on the 28th day of July, 1978 at 12:30 P.M. and with certificate of acknowledgment thereto annexed was admitted to record. Tax imposed by Soc. 56-54.1 of \$ 26.00, and 58-54 have been paid, if assessable.

Guarita W. Hesching Clerk