

THIS DEED, made this 15th day of January, 1985,
 between Preservation of Historic Winchester, Inc., a Virginia
 corporation, of the one part, hereinafter called the Grantor,
 and Gary S. Farrington and Ann Louise Brady, 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 joint tenants, in fee
 simple, with right of survivorship, together with all rights,
 rights of way, privileges and appurtenances thereto belonging,
 all of those two (2) certain lots of land designated as 106 and
108 West Cecil Street, fronting on the North side of said Street
 in Winchester, Virginia, lying just West of Braddock Street,
 and being the same property conveyed to the Grantor herein by
 James S. Finley, et ux, by deed dated September 28, 1984
 and recorded in the Office of the Clerk of the Circuit Court of
 the City of Winchester, Virginia in Deed Book 188, at Page
337.

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 visible from any street or would
 affect the exterior of any building, without written permission
 of PHW or unless permitted herein.

2. The property shall not be sold, leased or otherwise

transferred (except by gift) unless first offered in writing to PHW. If PHW 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 PHW.

3. No sandblasting to remove paint from the brick permitted.*

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. 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 PHW Steering Committee.

7. 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.

8. 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.

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

10. 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 PHW, and consented to by the Grantees, which consent shall not unreasonably be withheld.

11. PHW may inspect the property at reasonable times upon giving reasonable notice.

12. Where permission is required to be obtained from PHW, the permission shall be valid only if signed by its President or the Chairman of its Steering Committee.

13. If any restrictive covenant is violated, PHW, 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.

14. PHW 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 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.

WITNESS the following signatures and seals:

PRESERVATION OF HISTORIC WINCHESTER,
INC.

By Katherine S. Beckwood
Vice President

Gary S. Farrington (SEAL)
Gary S. Farrington