

Preservation of Hist. Winc., Inc.  
TO :: DEED  
Frank R. Scheder, et al

No. 1984

BK 205 PG 543

1984

THIS DEED, made this 6th day of August, 1986, between  
Preservation of Historic Winchester, Inc., a Virginia  
corporation, of the one part, hereinafter called the Grantor or  
PHW, and Frank R. Scheder and Patricia C. Scheder, of the other  
part, hereinafter called the Grantees.

WITNESSETH: That for valuable consideration, receipt  
whereof is hereby acknowledged by PHW, the Grantor does grant  
and convey, with General Warranty and with English Covenants or  
Title, unto the Grantees, as tenants by the entirety, in fee  
simple, with survivorship as at common law, together with all  
rights, rights of way, privileges and appurtenances thereto  
belonging, all of that certain lot of land fronting on the West  
side of the Mall (formerly North Loudoun Street) in Winchester,  
Virginia, improved by a building formerly known as the  
Huntsberry Shoe Building and designated as 155 - 157 North  
Loudoun Street, fronting on said Mall a distance of 28 feet,  
more or less, bounded on the North by property known as the  
Snow White Grill property, on the South by property formerly  
owned by Huntsberry, known as The Jewel Box property, bounded  
on the East by Loudoun Street and on the West by Indian Alley  
and more particularly described by plat and survey of Thomas A.  
Shockey, C.L.S., dated March 15, 1982 attached to the herein-  
after referenced source of title deed (which plat was mis-  
takenly referred to in said deed as prepared by "James" A.  
Shockey); and being the same property conveyed to the Grantor  
herein by Charles William Huntsberry, et al, by deed dated  
April 14, 1982 and recorded in the Office of the Clerk of the  
Circuit Court for the City of Winchester, Virginia in Deed Book  
174, at Page 20, and by Quitclaim Deed dated September 19, 1986,  
of record immediately preceding this deed.

15 804 00  
GRANTEES' ADDRESS:  
P.O. Box 142

WILSON & JOHNSTON  
ATTORNEYS AT LAW  
WINCHESTER, VIRGINIA

PHW warrants that the lease with Winchester Shoe Center,  
Inc., dated October 15, 1981, and prior lease with Huntsberry's  
Inc. pertaining to the hereinabove described property has been  
terminated.

This conveyance is made subject to all legally

*See Right of Way  
Agreement*

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 changes shall be made to the exterior of the building (including porch, doors, windows, etc.) as it now appears except as permitted herein or approved by the PHW Steering Committee.

2. 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 written permission of PHW or unless permitted herein.

3. 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. Thereafter, before the premises may be sold, leased or otherwise transferred, it must be re-offered first to PHW, as if the first offer had never been made.

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

5. 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.

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

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

9. 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.

10. 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.

11. 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 Grantee, its successors and assigns, nor may PHW or its successor quitclaim or in any way release the restriction hereby imposed.

If PHW (a) is dissolved or in any other way cease its corporate existence, or for any other reason is 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 Division of Historic Landmarks.

12. The Grantee 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 Grantee attempts 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 Grantee, by giving written notice of same with closing being within sixty (60) days after such notice is given.

WITNESS the following signatures and seals:

PRESERVATION OF HISTORIC WINCHESTER, INC.

By Joseph Bannerman (SEAL)  
President

STATE OF VIRGINIA,

City of Winchester, To-wit:

The foregoing instrument was acknowledged before me this 6th day of August, 1986, by J. Stephen Bannerman, as President of Preservation of Historic Winchester, Inc., a Virginia corporation, on behalf of the corporation.

My commission expires \_\_\_\_\_ My Commission Expires March 3, 1989

Barbara C. [Signature]  
Notary Public



VIRGINIA CITY OF WINCHESTER, SCT.

This instrument of writing was produced to me on the 23rd day of September 1986 at 4:09 PM and with certificate of acknowledgment thereto annexed was admitted to record Tax imposed by Sec. 53-54.1 of \$ 72.50 and 58.54 have been paid, if assessable. Bette Winslow Clerk

LEWIS & JOHNSON  
ATTORNEYS AT LAW  
WINCHESTER, VIRGINIA