

Preservation of Hist. Winc., Inc.

TO :: DEED

No. 582

Robert Cunningham

Tax \$ 27.00

*Delvd Robert Cunningham
5/16/83*

BOOK 174-657

THIS DEED, made this 29th day of July, 1982,

between Preservation of Historic Winchester, Inc., a Virginia corporation, of the one part, hereinafter called the Grantor, and Robert Cunningham, single, of the other part, hereinafter called the Grantee.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid and other valuable consideration, receipt whereof is hereby acknowledged, the Grantor does grant and convey, with General Warranty and with English Covenants of Title, unto the Grantee, in fee simple, together with all rights, rights of way, privileges and appurtenances thereto belonging, all of that certain lot of land lying on the West side of South Kent Street in Winchester, Virginia, fronting on said Street a distance of 24 feet, more or less, extending Westward with an even width for a distance of about 114 feet, improved by a dwelling designated as 313 South Kent Street; and being the same property conveyed to the Grantor herein by Carper Estates Corporation, et al, by deed dated October 4, 1980 and recorded in the Clerk's Office of the Circuit Court for the City of Winchester, Virginia in Deed Book 166, at Page 364.

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 change, by remodelling, addition to structure or otherwise, shall be made to the exterior of the building without the written permission of PHW or unless permitted herein.
2. The property shall not be sold, leased or otherwise transferred (except by gift, deed of trust or foreclosure) 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. Wooden siding is to be repaired and maintained. If replacement is necessary, new siding material must be approved by the PHW Steering Committee.

4. Rebuild front porch, maintaining existing style and original elements. Replacement parts must be reproductions of existing pieces.

5. Wooden, working, louvered shutters are to be placed on first and second floor eastern windows.

6. Any changes to the north side porch must be approved by the PHW Steering Committee.

7. If roof is replaced, it must be of seamed tin.

8. No new structures to be erected on the property without the permission of the PHW Steering Committee.

9. Front door must be wooden six-panel door.

10. Aluminum siding, aluminum front storm and screen doors are not permitted. If metal storm windows are used, they must be painted to match the trim.

11. Paint colors must be chosen from PHW recommended combinations or approved by the PHW Steering Committee.

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

13. Brick sidewalk must be maintained and kept in good repair.

14. 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.

15. 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.
16. At all times the property shall be maintained in good condition.
17. 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.
18. PHW may inspect the property at reasonable times upon giving reasonable notice.
19. 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.
20. 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.
21. 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, his successors and assigns, nor may PHW or its successor quitclaim or in any way release the restriction hereby imposed.

The Grantee joins 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, INC.

By Carolyn J. Griffin
Vice President

Robert Cunningham (SEAL)
Robert Cunningham

STATE OF VIRGINIA, At Large

OF _____, To-wit:

I, Karen E. Belford, a Notary Public in and for the State and at large aforesaid, do certify that Carolyn J. Griffin, whose name as ^{Vice} President of Preservation of Historic Winchester, Inc., is signed to the foregoing writing, bearing date on the 29th day of July, 1982, personally appeared before me this day in my said State, 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 President of the said Corporation.

Given under my hand this 29th day of July, 1982.

My commission expires November 16, 1985.

Karen E. Belford
Notary Public

HARRISON & JOHNSTON
ATTORNEYS AT LAW
WINCHESTER, VIRGINIA

STATE OF VIRGINIA,

County OF Warren, To-wit:

I, Sylvia V. Oliver, a Notary Public of and

for the State and County aforesaid, do certify that Robert Cunningham, single, whose name is signed to the foregoing writing bearing date on the 29th day of July, 1982, has acknowledged the same before me in my State and _____ aforesaid.

Given under my hand this 29th day of July, 1982
My commission expires Feb. 12, 1985

Sylvia V. Hines
Notary Public

VIRGINIA CITY of WINCHESTER, SCT.
This instrument of writing was produced to me on the 3rd day of August, 1982 at 4:15 PM and with certificate of acknowledgment thereto appended was admitted to record.
Tax imposed by Sec. 58-54.1 of \$ 18.00 and 58-54 have been paid, if assessable.
Michael M. Gammans Clerk

HARRISON & JOHNSTON
ATTORNEYS AT LAW
WINCHESTER, VIRGINIA