

Preservation of Historic Winc., Inc.

TO :: DEED  
Akin T. Davis, et ux

No. 260

Tax \$ 47.25

*Deed of Akin T. Davis*

*11/2/80*

BOOK 163 PAGE 736

THIS DEED, made and dated this 28th day of March, 1980,  
by and between PRESERVATION OF HISTORIC WINCHESTER, INC., a Virginia  
corporation, hereinafter called the Grantor, and AKIN T. DAVIS and CARRERETTE  
C. DAVIS, 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 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 lot or parcel of land, with the improvements  
thereon and the appurtenances thereunto belonging, situate at  
the Northeast intersection of South Loudoun Street and Leicester  
Street in the City of Winchester, Virginia, designated as 424  
South Loudoun Street, more particularly described as Parcel A,  
containing 3119 square feet, according to plat and survey made  
by Thomas A. Shockey, C.L.S., dated March 26, 1980, which is  
attached hereto and made a part of this deed.

This is a portion of the same real estate which was conveyed  
to the Grantor herein by deed from Thomas H. Phalen, single,  
dated July 12, 1979, of record in the Clerk's Office of the  
Circuit Court of the City of Winchester, Virginia, in Deed  
Book 160, at Page 518.

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. Existing clapboard siding must be repaired, painted, and maintained. If replacement is necessary, new siding material must be approved by Preservation of Historic Winchester Steering Committee. LOGS ARE NOT TO BE EXPOSED.
2. No new structures are to be erected on the property without the permission of the Preservation of Historic Winchester Steering Committee.
3. The front door is to be replaced with a wooden, six-panel door.
4. If the roof is replaced, it must be of seamed tin or sawn cedar shingles with an appropriate exposure approved by the Preservation of Historic Winchester Steering Committee.
5. Wooden shutters to match those still existing (old ones in storage) must be placed on west and north side windows.

6. Aluminum siding, front storm and screen doors are not permitted. If metal storm windows are used, they must be painted to match the trim.
7. Paint colors must be chosen from Preservation of Historic Winchester recommended combinations or approved by the Preservation of Historic Winchester Steering Committee.
8. Outside front lighting fixtures must be approved by the Preservation of Historic Winchester Steering Committee.
9. Brick sidewalk must be repaired and maintained.
10. Maintain existing window sash and old glass panes where possible.
11. Interior covenants: Attic floor boards must not be removed for use elsewhere.
12. Use is restricted to single family occupancy.
13. No construction, alteration, remodeling or destruction shall be permitted on or to the property which would affect any improvements to the property (including shrubbery and trees) visible from any street or would affect the exterior of any building, without written permission of Preservation of Historic Winchester or unless permitted herein.
14. The property shall not be sold, leased or otherwise transferred (except by gift) unless first offered in writing to Preservation of Historic Winchester. If Preservation of Historic Winchester 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 Preservation of Historic Winchester. Thereafter, before the premises may be sold, leased or transferred, it must first be reoffered to Preservation of Historic Winchester, Inc. as if the first offer had never been made.
15. 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.
16. 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 the Grantees attempt to sell said property before commencing restoration, then Preservation of Historic Winchester 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.
17. At all times the property shall be maintained in good condition.
18. 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 Preservation of Historic Winchester, and consented to by the Grantees, which consent shall not unreasonably be withheld.

19. Preservation of Historic Winchester may inspect the property at reasonable times upon giving reasonable notice.
20. Where permission is required to be obtained from Preservation of Historic Winchester, the permission shall be valid only if signed by its President or the Chairman of its Steering Committee.
21. If any restrictive covenant is violated, Preservation of Historic Winchester, 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.
22. Preservation of Historic Winchester 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 Preservation of Historic Winchester be conveyed in any way to the Grantees, their successors and assigns, nor may Preservation of Historic Winchester or its successor quitclaim 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, its successors and assigns hereby reserve unto themselves the right to construct, erect, place or replace a wall for Parcel B, as identified on the Plat and Survey of Thomas A. Shockey, C.L.S., hereto attached, utilizing the wooden posts and the gable end on the north wall of Parcel A, as identified on said survey.

Except as noted above, the Grantor covenants that it has a right to convey said property to the Grantees; that it has done no other act to encumber said property; that it will execute such further assurances of title to said property as may be requisite; that it is seized in fee simple of the property conveyed; and that the Grantees shall have quiet possession of said property, free from all encumbrances.

WITNESS the following signature and seal:

PRESERVATION OF HISTORIC WINCHESTER, INC.

By Katherine G. Rockwood (SEAL)  
Katherine G. Rockwood, President

STATE OF VIRGINIA

County \_\_\_\_\_ OF Frederick, To-wit:

I, Patricia O. Shane, 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 28 day of March, 1980, has this day personally appeared before me and acknowledged the same.

Given under my hand this 28 day of March, 1980.

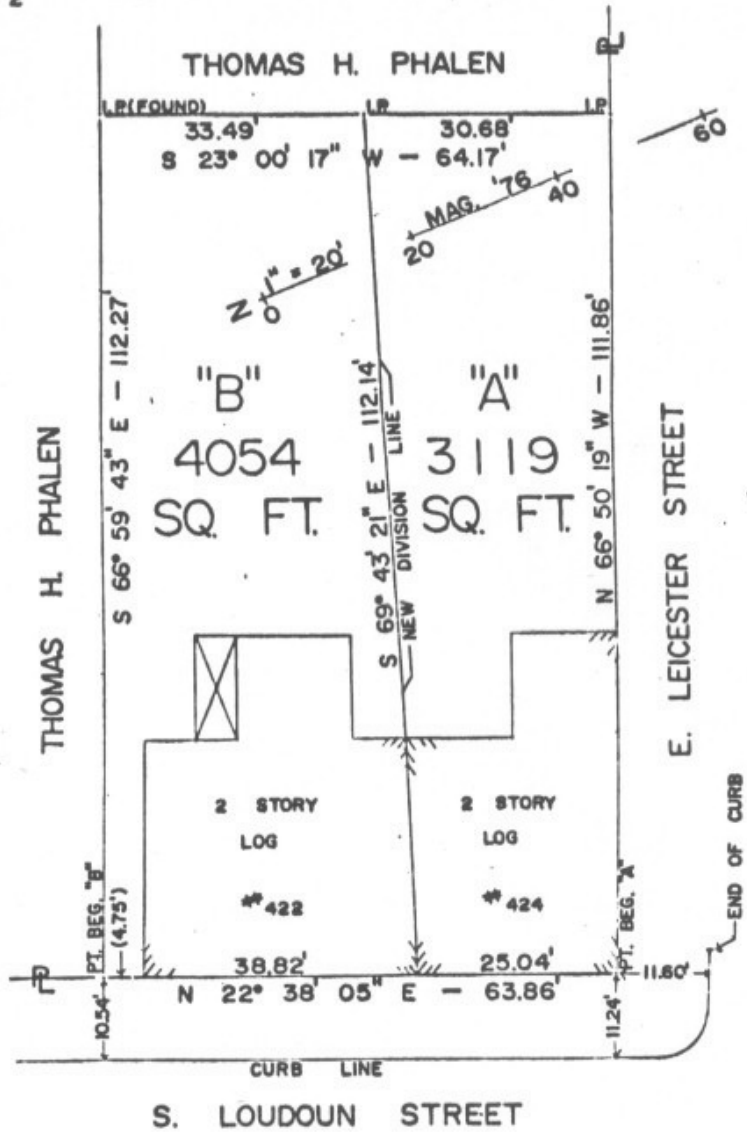
My commission expires August 30, 1981.

Patricia O. Shane

Notary Public

I CERTIFY THAT THE LAND CONTAINED WITHIN THIS SUBDIVISION IS ALL THE LAND CONVEYED TO PRESERVATION OF HISTORIC WINCHESTER, INC. BY DEED DATED 12, JULY, 1979 AND RECORDED IN DEED BOOK 160 - PAGE 518 OF RECORD IN THE CITY CLERK'S OFFICE, WINCHESTER, VIRGINIA. LESS THAT 1093 SQ. FT. PORTION CONTAINED WITHIN THE RIGHTS OF WAY OF LOUDOUN STREET AND LEICESTER STREET.

*Thomas A. Shockey*



THIS SUBDIVISION IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS OR AGENTS.

*Katherine Greenwood*

MINOR SUBDIVISION

*Reed T. Nish* April 2, 1980  
 APPROVED Director of Planning DATE

(cont'd)

The attached plat is a division survey of the land conveyed to Preservation of Historic Winchester, Inc. July 12, 1979 in Deed Book 160 - Page 518. The said Land lies at the Northeast corner of the intersection of Loudoun Street and Leicester Street in the City of Winchester, Virginia.

Parcel "A": Beginning at the intersection of the Property Lines of Loudoun Street and Leicester Street, said point being also the Southwest corner of the building. Thence with Loudoun Street N 22° 38' 05" E - 25.04' to a point on the wall corner to Parcel "B"; Thence with Parcel "B", a new division line, (it being the express intent of said line to run with the Northern side of the corner posts and interior posts used in the construction of the dwelling designated as No. 424) S 69° 43' 21" E - 112.14' to an iron pin in the line of Thomas H. Phalen; Thence with Phalen S 23° 00' 17" W - 30.68' to an iron pin in the Property Line of Leicester Street; Thence with Leicester Street N 66° 50' 19" W - 111.86' to the point of beginning.

Containing - 3119 Sq. Ft.

Parcel "B": Beginning at a point in the Property Line of Loudoun Street and corner to Thomas H. Phalen. Thence with Phalen S 66° 59' 43" E - 112.27' to an iron pin(found); Thence S 23° 00' 17" W - 33.49' to an iron pin corner to Parcel "A"; Thence with Parcel "A", a new division line, (it being the express intent of said line to run with the Northern side of the corner posts and interior posts used in the construction of the dwelling designated as No. 424) N 69° 43' 21" W - 112.14' to a point in the Property Line of Loudoun Street; Thence with Loudoun Street N 22° 38' 05" E - 39.36' to the point of beginning, said point being N 22° 38' 05" E - 4.75' from the Northwest corner of the building.

Containing - 4054 Sq. Ft.

Surveyed - March 26, 1980



VIRGINIA CITY of WINCHESTER, SCT.

This instrument of writing was produced to me on the 3rd day of April, 1980 at 11:45 AM and with certificate of acknowledgment thereto annexed was admitted to record. Tax imposed by Sec. 58-54.1 of \$ 31.50, and 58-54 have been paid, if assessable.

Jessie W. Shockey Clerk