

Chriss Poulos, et al " "
TO :: DEED " No. 1291
William F. Miller, et ux " "
Tax \$ 54.00

Deed to
Wm. F. Miller
1/27/77

BOOK 115 PAGE 363

THIS DEED, made this 23rd day of December, 1976, between Chriss Poulos and Panagiota Poulos, his wife, of the one part, hereinafter called the Grantors, and William F. Miller and Virginia L. Miller, his wife, of the second part, hereinafter called the Grantees, and Preservation of Historic Winchester, Inc., of the third part, hereinafter called PHW, Inc.

WITNESSETH:

WHEREAS, the Grantors entered into a contract, dated November 19, 1976, with PHW, Inc., or their assigns, by which the Grantors agreed to convey the property described below, and

WHEREAS, PHW, Inc. has assigned their interest in this contract to the Grantees, and

WHEREAS, the parties have agreed that this deed shall contain certain protective covenants as set forth below;

NOW, THEREFORE, THIS DEED FURTHER 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 Grantors do grant and convey with General Warranty of Title unto the Grantees, as tenants by the entirety, in fee simple, with survivorship as at common law, together with all rights, privileges and appurtenances thereto belonging, all of those two parcels of land on the east side of South Loudoun Street in the City of Winchester, Virginia, now known as 504, 506, 508, 510, 512 and 512-1/2 South Loudoun Street, with improvements thereon, and being the same property which was conveyed to Chriss Poulos and Gus Stamoulis by deed of Frank M. Hardy, widower, dated August 11, 1967, and recorded in the Clerk's Office of the Circuit Court of the City of Winchester, Virginia, in Deed Book 113, at Page 328, and further being the same property described in the deed of Gus Stamoulis, et ux, to Chriss Poulos, dated January 9, 1970, recorded in said Clerk's Office in Deed Book 118, at Page 35, by which deed Chriss

Poulos acquired the sole ownership of the said property.

This conveyance is made subject to the legally enforceable restrictive covenants, conditions, building lines and rights of way of record, if any, affecting the aforesaid realty.

It is further understood that this conveyance is made subject to the following restrictive covenants which shall run with the land, in perpetuity, as a servitude thereon:

(a) The premises, including all improvements thereon, shall be open at least one 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, Inc., and consented to by the Grantees, their heirs and assigns which consent shall not unreasonably be withheld.

(b) 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 (including the roof) of any building or other improvement 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 heirs 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 heirs 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.

(c) The Grantees, their heirs 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.

(d) The Grantees, their heirs 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 time 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.

(e) 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 heirs 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 heirs and assigns, responsible for the cost thereof.

(f) The Grantees agree to commence restoration of the premises within twelve months from the date of this deed, and to complete the said restoration within generally four years from the said date. 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.

(g) The Grantees 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. for purchase or lease on the same terms and conditions as those proposed to be offered to others. If Preservation of Historic Winchester, Inc. does not accept such offer for itself or its assigns within ninety days of the time it 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. 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.

(h) The Grantees, their heirs 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.

(i) 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 therefor within 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.

(j) The Grantor for itself and its successors and assigns reserves the right, privilege, and easement to lay, construct, operate and maintain underground utilities including, but not limited to, conduit and cable lines for transmitting and distributing electric power, including all wires, cables, handholes, manholes, transformers, transformer enclosures, concrete pads, connection boxes, ground connections, attachments, equipment, accessories and appurtenances desirable in connection therewith, under, upon and across the real estate herein conveyed.

(k) 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 heirs and assigns, nor may Preservation of Historic Winchester, Inc. or its successors quit claim or in any way release the restrictions

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.

PHW, Inc. joins in this deed for the sole purpose of acknowledging the assignment of their interest in the contract for sale to the Grantees, and agreeing to the protective covenants contained herein.

The Grantors covenant that they have the right to convey said realty to the Grantees; that the Grantees shall have quiet possession thereof, free from all encumbrances; that they have done no act to encumber said realty and that they will execute such further assurances thereof as may be requisite.

WITNESS the following signatures and seals:

Chris Poulos (SEAL)  
Chris Poulos

Panagiota C. Poulos (SEAL)  
Panagiota Poulos

PRESERVATION OF HISTORIC WINCHESTER, INC.

By [Signature]



ATTEST:  
Patricia L. Zornice

STATE OF VIRGINIA,  
County of Frederick, to-wit:

I, Maurice Parlett, a Notary Public, in and for the State and County aforesaid, certify that Chriss Poulos and Panagiota Poulos, his wife, whose names are signed to the foregoing writing, bearing date on the 23rd day of December, 1976, acknowledged the same before me in my State and County aforesaid.

Given under my hand this 23rd day of December, 1976.

My commission expires 1/16/78.

[Signature]  
Notary Public

LAW OFFICES  
LARRICK AND WHITE  
WINCHESTER, VIRGINIA

STATE OF VIRGINIA,

County of Frederick, to-wit:

I, Haren J. Busless, a Notary Public in and for the State and County aforesaid, certify that Elizabeth B. Helm and Patricia R. Zontine, Vice-President and Treasurer, respectively of Preservation of Historic Winchester, Inc. whose names are signed to the foregoing writing, bearing date on the 23rd day of December, 1976, acknowledged the same before me in my State and County aforesaid.

Given under my hand this 23rd day of December, 1976.

My commission expires November 12, 1980.

Haren J. Busless  
Notary Public

VIRGINIA CITY of W.N. HESTER, SCT.

This instrument of writing was produced to me on the 29th day of December, 1976 at 10:45 AM. and with certificate of acknowledgment thereto annexed was admitted to record. Tax imposed by Sec. 58-54.1 of \$ 36<sup>00</sup>, and 58-54 have been paid, if assessable.

Guarante W. Fletcher, Deputy Clerk