

Preservation of Historic Winc., Inc. "

TO :: DEED "

No. 1051

William H. McCoy, et ux

Tax \$ 37.50

BOOK 149 PAGE 399

THIS DEED, made and dated this 10TH day of SEPTEMBER, 1977, by and between Preservation of Historic Winchester, Inc., a Virginia corporation, hereinafter called the Grantor, and William H. McCoy and Diane Christine McCoy, 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 all 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:

All that certain lot of land, with the buildings and improvements thereon, situated at No. 513 South Loudoun Street (being one and the same as 513 South Main Street) in the City of Winchester, Virginia, fronting on said Loudoun Street 28 feet, more or less, and extending back a uniform width to the old Cordelia Aulick property, bounded on the South by the property of James W. Taylor and on the North by the property of George Merriman. The aforesaid is that same realty conveyed to the Grantor by deed from Melvin A. Miller and Hilda U. Miller, his wife, dated the 15th day of June, 1977, of record in the Clerk's Office of the Circuit Court for the City of Winchester, Virginia in Deed Book 148, as Instrument No. 633, and reference is hereby made to the aforesaid deed for a more particular description of the property herein and further derivation of title.

It is understood that this conveyance is made subject to the following restrictive covenants which shall apply to and 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 or 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 the sale is closed with Preservation of Historic Winchester, Inc., and to complete the said restoration within generally eighteen months from the date the sale is closed with Preservation of Historic Winchester, Inc. Grantees agree that in the event such restoration has not been commenced within the said twelve month period or in the event 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 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) 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 therefore 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.

(i) 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.

(j) 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. (1) 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 (2) 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 be vest in the Virginia Historic Landmarks Commission.

(k) The Grantees, their heirs and assigns agree to replace the "two over two" pane window sash with (wooden) "six over six" pane window sash.

(l) The Grantees, their heirs and assigns agree that the existing shutters shall be maintained, and if replaced, the replacement shutters shall be of the period.

(m) The Grantees, their heirs and assigns agree that the porch must be replaced with a porch or stoop of the period, the design of which must be approved by the Preservation of Historic Winchester Steering Committee.

(n) The Grantees, their heirs and assigns agree that aluminum siding, storm and screen doors are not permitted. Furthermore, if the wood siding is replaced, the replacement siding must be approved by the Preservation of Historic Winchester Steering Committee. The siding shall not be removed so as to expose the logs.

(o) The Grantees, their heirs and assigns agree that if metal storm windows are used, they must be painted to match the trim.

(p) The Grantees, their heirs and assigns agree that the Front door shall be of the period or approved by Preservation of Historic Winchester, Inc.

(q) The Grantees, their heirs and assigns agree that the roof shall remain tin or be of wooden shingles.

(r) The Grantees, their heirs and assigns agree that outside lighting fixtures must be approved by the Preservation of Historic Winchester Steering Committee.

(s) The Grantees, their heirs and assigns agree that paint colors must be chosen from the Preservation of Historic Winchester, Inc. recommended combinations or approved by the Preservation of Historic Winchester Steering Committee.

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.

IN WITNESS WHEREOF, the said Preservation of Historic Winchester, Inc., has caused this deed to be executed, acknowledged and delivered on its behalf by DAVID A. JUERGENS, its President and duly authorized agent, and its corporate seal to be affixed and attested by R. LEE TAYLOR, its SECRETARY, the first date hereinabove written.

PRESERVATION OF HISTORIC WINCHESTER, INC.

By David A. Jurgens
President

(Corporate Seal)

ATTEST BY: R. Lee Taylor



HASSIE AND SHARR
ATTORNEYS AT LAW
WINCHESTER, VIRGINIA

STATE OF VIRGINIA

COUNTY OF FREDERICK, To-wit:

I, JACK M. PHILLIPS, a Notary Public of and for the State and COUNTY aforesaid, do certify that DAVID A. JUERGENS, whose name as President of Preservation of Historic Winchester, Inc., is signed to the foregoing writing, bearing date on the 10th day of SEPTEMBER, 1977, personally appeared before me in my State and COUNTY aforesaid, 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 the President of the said Corporation and that the seal affixed to said writing is the true corporate seal of the said Corporation and that it has been affixed thereto by due authority.

Given under my hand this 10th day of SEPTEMBER, 1977.

My Commission expires APRIL 9th 1980.

Jack M. Phillips
Notary Public

VIRGINIA CITY of WINCHESTER, SCT.
This instrument of writing was produced to me on the 12th day of SEPT., 19 77 at 4:50 P.M. and with certificate of acknowledgment thereto annexed was admitted to record. Tax imposed by Sec. 58-54.1 of \$ 25.00 and 58-54 have been paid, if assessable.

James W. Fletcher, Jr. Clerk