

Preservation of Hist, Winc., Inc.

TO :: DEED & DEED OF ASSUMPTION  
Robert W. Speelman, et ux

No. 508

Tax \$ 42.75

BOOK 174 PAGE 431

THIS DEED AND DEED OF ASSUMPTION, made and dated this 13th day of July, 1982, by and between PRESERVATION OF HISTORIC WINCHESTER, INC., a Virginia Corporation, hereinafter called the Grantor, and ROBERT W. SPEELMAN and JOYCE M. SPEELMAN, his wife, hereinafter called the Grantees.

WITNESSETH: That in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration 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, as tenants by the entirety with 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:

1. All that certain improved lot of land designated as 601, 603 and 605 South Cameron Street, and fronting on the West side thereof a distance of fifty (50) feet seven (7) inches, more or less, and extending back in a westerly direction a distance of fifty-two (52) feet two (2) inches, more or less.

2. All that certain unimproved lot of land lying and being situate on the South side of East Monmouth Street, fronting thereon forty-five (45) feet, more or less, and extending in the southerly direction a distance of fifty (50) feet seven (7) inches, more or less. This is the same real estate conveyed to the Grantor herein by Deed dated December 23, 1980 from Joseph F. Bayliss, Jr., et ux, of record in the Clerk's Office of the Circuit Court of the City of Winchester, Virginia in Deed Book 167, at Page 364.

The above property is subject to a Deed of Trust payable to Joseph F. Bayliss, Jr., et ux, in the principal amount of Seventeen Thousand Five Hundred and no/100--(\$17,500.00) at Ten per cent (10%) interest which is of record in the aforesaid Clerk's Office in Deed Book 167 at Page 366. The unpaid principal balance on said Bond as of this date is ,Fifteen Thousand Eight Hundred Forty Eight Dollars and Twenty One Cents. (\$15,848.21).

The Grantees join in the execution of this Deed to agree to assume the aforesaid indebtedness and the repayment of the same and further to agree to comply with any and all covenants and conditions set forth in the aforesaid Deed of Trust.

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. Any modifications, additions or alterations to the above described realty, which are not specifically listed below, must be approved by the PRESERVATION OF HISTORIC WINCHESTER, INC. steering committee.

2. The improvements, additions and alterations to the 601 South Cameron Street which are mandatory are:

A. The enclosed porch addition to the rear of the building must be demolished.

THOMAS J. CHASLER  
ATTORNEY AT LAW  
WINCHESTER, VIRGINIA

For Corrected Deed e

- B. The asphalt siding must be removed from the northwest addition, and replaced with appropriate siding. Any other treatment of the addition must be approved by the PRESERVATION OF HISTORIC WINCHESTER steering committee.
- C. Existing beaded siding must be repaired and maintained. If replacement is necessary, new siding material must be approved by the PRESERVATION OF HISTORIC WINCHESTER steering committee. The logs in the structure are not to be exposed.
- D. The wooden front porches must be repaired and maintained. The wood sheathing on the porch foundation with wood lattice work is to be replaced with new wood sheathing and wood lattice work.
- E. The first floor left bay window must be replaced with a wooden 6 over 6 light sash window.
- F. Wooden, working shutters must be placed on the north and east side windows.
- G. No new structures are to be erected on the property without the permission of PRESERVATION OF HISTORIC WINCHESTER, INC.
- H. The front door must be a wooden six-panel door.
- I. Aluminum siding, front storm and screen doors are not permitted. If metal storm windows are used, they must be painted to match the trim.
- J. Paint colors must be chosen from PRESERVATION OF HISTORIC WINCHESTER, INC. recommended combinations or approved by PRESERVATION OF HISTORIC WINCHESTER, INC.
- K. The outside front lighting fixtures must be approved by the PRESERVATION OF HISTORIC WINCHESTER, INC. steering committee.
- L. Brick sidewalk must be repaired and maintained.
- M. The existing window sash and old glass panes must be maintained.
- N. Site plans for the creation of additional parking spaces on the rear of the property must be approved by the PRESERVATION OF HISTORIC WINCHESTER, INC. steering committee.
3. No changes to the exterior of 603 and 605 South Cameron Street are permitted other than those specified below. Any other additions or alterations must be approved by the PRESERVATION OF HISTORIC WINCHESTER steering committee.
- A. The enclosed porch addition in the rear of the building must be demolished.
- B. The asphalt siding must be removed from the south addition and replaced with appropriate siding. Any other treatment of the addition must be approved by PRESERVATION OF HISTORIC WINCHESTER, INC.

- C. The electrical service must be removed from the front of the building and replaced with underground service.
- D. Design plans for treatment for the first floor, including door and window placement must be approved by the PRESERVATION OF HISTORIC WINCHESTER, INC. steering committee.
- E. Existing beaded siding must be repaired and maintained. If replacement is necessary, new siding material must be approved by the PRESERVATION OF HISTORIC WINCHESTER, INC. steering committee.
- F. Design plans for entrance stoop to second floor must be approved by PRESERVATION OF HISTORIC WINCHESTER.
- G. Shutters are optional. If shutters are used, they must be of the working wooden type.
- H. No new structures are to be erected on the property without the permission of PRESERVATION OF HISTORIC WINCHESTER, INC.
- I. Front door must be wooden six-panel door.
- J. Aluminum siding, front storm and screen doors are not permitted. If metal storm windows are used, they must be painted to match the trim.
- K. Paint colors must be chosen from PRESERVATION OF HISTORIC WINCHESTER recommended combinations or approved by PRESERVATION OF HISTORIC WINCHESTER, INC.
- L. Outside front lighting fixtures must be approved by the PRESERVATION OF HISTORIC WINCHESTER steering committee.
- M. Brick sidewalk must be repaired and maintained.
- N. The existing window sash and old glass panes must be maintained.
- O. Site plans for additional parking on rear of property must be approved by PRESERVATION OF HISTORIC WINCHESTER, INC.
4. 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 PRESERVATION OF HISTORIC WINCHESTER or unless permitted herein.
5. 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.

6. Painting -- The exterior of any building and other improvements shall not be painted unless paint color combinations and the quality of the paint are approved by the PRESERVATION OF HISTORIC WINCHESTER steering committee.
7. 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.
8. 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 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.
9. At all times the property shall be maintained in good condition.
10. 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.
11. PRESERVATION OF HISTORIC WINCHESTER may inspect the property at reasonable times upon giving reasonable notice.
12. 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.
13. 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.
14. 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, INC. be conveyed in any way to the Grantees, their successors and assigns, nor may PRESERVATION OF HISTORIC WINCHESTER, INC. or its successor quicclaim 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.

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:

*Robert W. Speelman*  
ROBERT W. SPEELMAN  
*Joyce M. Speelman*  
JOYCE M. SPEELMAN  
STATE OF VIRGINIA

PRESERVATION OF HISTORIC WINCHESTER, INC.  
BY *James R. Denny, III* (SEAL)  
JAMES R. DENNY, III, President

At Large OF \_\_\_\_\_, to-wit:

I, Jamaine J. Leathers, a Notary Public, in and for the State and At Large aforesaid, do hereby certify that James R. Denny, III, President of Preservation of Historic Winchester, Inc., whose name is signed to the foregoing deed bearing date the 7<sup>th</sup> day of July, 1982, has this day personally appeared before me and acknowledged the same.

Given under my hand this 7<sup>th</sup> day of July, 1982.

My Commission expires: 11-19-84

*Jamaine J. Leathers*  
Notary Public



STATE OF VIRGINIA

County Frederick OF Frederick, to-wit:  
Commonwealth at Large

I, Agnes F. Geanious, a Notary Public, in and  
for the State and County aforesaid, do hereby certify that  
Robert W. Spellman and Joyce M. Spellman, his wife, whose names  
are signed to the foregoing deed bearing date the 13th day of  
July, 1982, have this day personally appeared before me and  
acknowledged the same.

Given under my hand this 13th day of July, 1982.

My Commission expires: August 27, 1985

Agnes F. Geanious  
Notary Public

VIRGINIA CITY of WINCHESTER, SCT.

This instrument of writing was produced to me on the 13th day  
of July, 1982 at 11:15 AM and with  
certificate of acknowledgment thereto annexed was admitted to record.  
Tax imposed by Sec. 58-54.1 of \$ 13.00 and 58-54 have been  
paid, if assessable. Michael M. Vaunano Clerk