

Preservation of Hist.,. Winc., Inc.
TO :: DEED
T. ScottCullers, et al

No. 2804

#2804

BK 219 PG 209

THIS DEED, made this 6th day of November, 1987,
between Preservation of Historic Winchester, Inc., a Virginia
corporation, of the one part, hereinafter called the Grantor or
PHW, and J. Scott Cullers, homme sole and Dale S. Barr, homme sole
of the other part, hereinafter called the Grantees.

J. Scott Cullers
421 W. CLIFFORD ST.
WINCHESTER, VA 22601

WITNESSETH: That for and in consideration of the sum of
Ten (\$10.00) Dollars, and other good and valuable consideration,
receipt of which is hereby acknowledged, the Grantors do hereby
grant and convey, with general warranty and English covenants of
title, unto the Grantee, to be his equitable and separate estate,
the dower interest or right of his present or future wife being
hereby expressly excluded by this instrument as provided in
Section 64.1-21 of the Code of Virginia 1950, as amended, all of
that certain improved lot of land lying and being situate on the
East side of South Cameron Street in the City of Winchester,
Virginia, known as 706 South Cameron Street in the said City;
and being the same property conveyed to the Grantor herein by
B-I Associates, a Virginia general partnership, by deed dated
August 6, 1987, and recorded in the Office of the Clerk
of the Circuit Court for the City of Winchester, Virginia, in
Deed Book 216, at Page 676.

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 changes shall be made to the exterior of the
building (including porch, doors, windows, etc.) as it now
appears except as permitted herein or approved by the PHW
Steering Committee.

See Mechanic's lien
See DB 231 pg. 174.

2. 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 PHW or unless permitted herein.

3. The property shall not be sold, leased or otherwise transferred (except by gift) 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. Thereafter, before the premises may be sold, leased or otherwise transferred, it must be re-offered first to PHW, as if the first offer had never been made.

4. Painting - The exterior of the building shall not be painted unless paint color combinations and the quality of the paint are approved by the PHW Steering Committee.

5. 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.

6. At all times the property shall be maintained in good condition.

7. 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.

8. PHW may inspect the property at reasonable times upon giving reasonable notice.

9. 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.

10. 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.

11. 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, its successors and assigns, nor may PHW or its successor quitclaim or in any way release the restriction hereby imposed.

If PHW (a) is dissolved or in any other way cease its corporate existence, or for any other reason is 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 PHW in the foregoing servitude shall automatically vest in the Virginia Division of Historic Landmarks.

12. 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.

13. Interior - Within the interior of the house on the above described property, the existing wood floors, the mantel pieces, including the basement mantel shelf, the staircases, including the angled stairway in the basement, the molding on the first floor and the present room configuration shall be maintained and preserved and shall not be changed unless approved in writing by the PHW Steering Committee.

WITNESS the following signatures and seals:

PRESERVATION OF HISTORIC WINCHESTER, INC.

By Kathleen M. Dawson (SEAL)
Vice-President

STATE OF VIRGINIA, at Roanoke
County of Shenandoah To-wit:

The foregoing instrument was acknowledged before me this 4th day of November, 1987, by Kathleen M. Dawson, Vice-President of Preservation of Historic Winchester, Inc., a Virginia corporation, on behalf of the corporation.

My commission expires March 14, 1989

Daniel L. [Signature]
Notary Public



VIRGINIA CITY of WINCHESTER, SCT.
This instrument of writing was produced to me on the 4th day of November 1987 at 11:52 A.M. and with certificate of acknowledgment thereto annexed was admitted to record. Tax imposed by Sec. 58-54.1 of \$24.00 and 58-54 have been paid, if assessable. Delia J. Barber Dep.

HARRISON & JOHNSTON
ATTORNEYS AT LAW
WINCHESTER, VIRGINIA