

Preservation of Historic Winchester, Inc.

TO :: DEED
Barbara D. Swink, et al

Tax\$22.50

No. 242

*Deed to:
Groves &
Hutchinson*

ATTYR 3/20/84

BOOK 182 PAGE 1

THIS DEED, made and dated this 28th day of February,

1984, by and between PRESERVATION OF HISTORIC WINCHESTER, INC.;
a Virginia Corporation, party of the first part, hereinafter
called the Grantor, and BARBARA D. SWINK and BOYD G. HEADLEY, Jr.,
parties of the second part, hereinafter called the Grantees.

WITNESSETH: That for and in consideration of the sum of Ten
Dollars (\$10.00) and other good and valuable consideration, the
receipt of which is hereby acknowledged, the Grantor does hereby
grant and convey, with general warranty of title, unto the Gran-
tees, in fee simple, jointly, with common law right of survivor-
ship, the following real estate:

PARCEL ONE: All of that certain lot or parcel of land,
together with the improvements thereon and the appur-
tenances thereunto belonging, situate on the North side
of Cecil Street, in the City of Winchester, Virginia,
together with the dwelling house thereon, known and
designated as No. 114 East Cecil Street. Said lot fronts
on said Street 25 feet beginning at what was formerly
Millikins Avenue and running Eastward; thence North as
far as the South side of an alley; thence West 25 feet,
thence South to the point of beginning, and being the
same land conveyed unto the Grantor herein by Deed dated
November 8, 1983, from Alltran, Inc., a Virginia Corpora-
tion, of record in the Clerk's Office of the Circuit Court
of the City of Winchester, in Deed Book 182, at Page 274.

PARCEL TWO: All of that certain lot or parcel of land,
together with all improvements thereon and appurtenances
thereunto belonging, situate in the City of Winchester,
Virginia, designated as Parcel "B" on the plat of Lee A.
Ebert, C.L.S., dated July 10, 1973, of record in the
aforesaid Clerk's Office in Deed Book 130, at Pages 14
and 15, wherein said parcel is shown to contain 2130.00
square feet, fronting on the North side of East Cecil
Street for a distance of 75.00 feet, and extending back
with an even width for a distance of 28.40 feet, and
being the same land conveyed unto the Grantor herein by
Deed dated November 8, 1983, from Alltran, Inc., a
Virginia Corporation, of record in the aforesaid Clerk's
Office in Deed Book 182, at Page 274.

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 construction, alteration, remodeling or destruction
shall be permitted on or to the property which would
affect any improvement to the property (including
shrubby and trees) visible from any street or would
affect the exterior of any building, without written
permission of PHW or unless permitted herein.

2. 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 transferred, it must first be reoffered to Preservation of Historic Winchester, Inc., as if the first offer had never been made.
3. 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 PHW Steering Committee.
4. 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.
5. 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 Grantees attempt 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 Grantees, by giving written notice of same with closing being within sixty (60) days after such notice is given.
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 Grantees, 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 con-

veyed in any way to the Grantees, (his/her/its) successors and assigns, nor may PHW or its successor quit-claim 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.

Parcel One is further 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. Repair and maintain the painted seamed tin roof.
2. Repair and maintain existing weatherboards. If replacement is necessary, new siding material must be approved by the PHW Steering Committee.
3. Existing exterior design in height and width of the main house with the locations of the entrance door and first and second floor windows shall remain as is.
4. New wooden window sash to be installed in the existing first and second floor openings shall be 2/over/2 light units.
5. Repair and/or replacement and addition of siding on the west gable end shall match the existing weatherboards.
6. If a fireplace is constructed it shall be an interior fireplace with a brick chimney above the roof to match the existing brick flue.
7. Existing mouldings over the exterior of the first floor window openings shall remain and be repaired and maintained. Any needed repair or replacement shall be of wood to match the existing work. New flashing for these shall be done, where required.
8. If exterior shutters at the first and second floor window openings are installed, they shall be made of wood with the louvers facing up, hinged and with appropriate shutter dogs of the period, to hold them open.
9. The exterior design of any addition in height or length to the existing frame lean-to-wing, will have to be approved by the PHW Steering Committee. This may be either of the matching wood, painted weatherboards in thickness and exposed surface as the original with similar size 2/over/2 light wood sash units, or of a contemporary design in a compatible scale and material.

Parcel Two is further 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. Repair and maintain the painted seamed tin roof.
2. Repair and maintain existing weatherboards. If replacement is necessary, new siding material must be approved by the PHW Steering Committee.
3. Repair and maintain existing cupolas.
4. Repair and maintain scalloped wooden rake boards in both gables and both cross gables and along eaves.
5. Changes to window openings must be approved by the PHW Steering Committee.
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. Outside front lighting fixtures must be approved by the PHW Steering Committee.
8. Brick sidewalk must be repaired and maintained.
9. No new structures to be erected on the property without the permission of the PHW Steering Committee.

The Grantor covenants that it has the right to convey the said property to the Grantees; that the Grantees shall have quiet and peaceable possession to said property, free from all liens and encumbrances, except as hereinabove mentioned; and the Grantor will execute such further assurances of title as may be requisite.

WITNESS the following signature and seal:

PRESERVATION OF HISTORIC WINCHESTER, INC.

By: Jane B. Yerkes
PRESIDENT

STATE OF VIRGINIA,

City OF Winchester, to-wit:

I, Brenda High, a Notary Public, in and for the State and City aforesaid, do hereby certify that Jane B. Yerkes, President of Preservation of Historic Winchester, Inc., whose name is signed to the foregoing Deed bearing date the 28th day of February, 1984, has personally appeared before me in my State and City aforesaid.

Given under my hand this 28th day of February, 1984.

My Commission expires: September 20, 1987.

Brenda High
NOTARY PUBLIC

GROVES & HUTCHINSON

VIRGINIA CITY OF WINCHESTER, SCT.

This instrument of writing was produced to me on the 1st day of March, 1984 at 9:00 A.M. and with certificate of acknowledgment thereto signed was admitted to record. Tax imposed by Sec. 58-54.1 of \$ 15.00, and 58-54 have been paid, if assessable.

[Signature]