

Preservation of Historic Winch., Inc.  
TO :: DEED No. 183  
Robert E. Rose

Tax \$ 26.40

115-11A East Ln.

BOOK 158 PAGE 447

THIS DEED, made this 16<sup>th</sup> day of February, 1979, between Preservation of Historic Winchester, Inc., a Virginia corporation, of the one part, hereinafter called the Grantor or PHW, and Robert E. Rose, single, of the other part, hereinafter called the Grantee.

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 Grantor does grant and convey, with General Warranty and with English Covenants of Title, unto the Grantee, in fee simple, together with all rights, rights of way, privileges and appurtenances thereto belonging, all of that certain parcel of land lying South and adjacent to the parcel described in the following paragraph and situated on the West side of East Lane between Cork Street and Sharp Street in the City of Winchester, Virginia, described by a 1896 deed as fronting on said Lane a distance of 27 1/2 feet and extending Westward between parallel lines a distance of 81 feet, more or less; and being the same property conveyed as PARCEL A to the Grantor herein by Blanche G. Moten, widow, by deed dated December 18, 1978 and recorded in the Clerk's Office of the Circuit Court for the City of Winchester, Virginia in Deed Book 157, at Page 543.

That for further consideration, receipt whereof is hereby acknowledged, the Grantor does grant and convey, with Special Warranty of Title, unto the Grantee, in fee simple, together with all rights, rights of way, privileges and appurtenances thereto belonging, all of that certain parcel of land situated just North of the parcel described above and on the West side of East Lane Street between Cork Street and Sharp Street in the City of Winchester, Virginia; and being the same property conveyed as

PARCEL B to the Grantor herein by Blanche G. Moten, widow, by deed dated December 18, 1978 and recorded in the aforesaid Clerk's Office in Deed Book 157, at Page 543.

A plat of both parcels of land surveyed February 13, 1979 by Greenway Engineering & Surveying Co., Inc. is attached hereto and by this reference made a part hereof.

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 the lot (including shrubbery and trees) or the exterior of any building or the improvement to the property, without written permission of PHW (signed by its President or its Vice President) or unless permitted herein.

2. The property shall not be sold, leased or otherwise transferred (except gift by testamentary instrument or by interstate succession) unless first offered in writing to PHW. If PHW does not accept such offer, the property may be sold within one (1) year thereafter upon and only upon the terms contained in the written offer to PHW.

3. No sand blasting to remove paint from the brick.

4. If sidewalk needs replacement or extensive repair, replace with brick.

5. Replace first floor windows with "six over six" wooden window sash.

6. In repairing or replacing window sills, replacement must duplicate the existing sills.

7. If front door is replaced, replace only with a six-panel, wooden door.

8. Roof must be metal or wood shingles.
9. Repair and maintain existing porch. If necessary to replace any elements, replacement must be duplicates of existing parts. Stoop must be replaced or faced with brick.
10. West side addition must be six over six wooden sash windows and wooden lap siding.
11. The exterior of any building or the improvements shall not be painted unless paint color combinations and the quality of the paint are approved by the PHW Steering Committee.
12. No aluminum siding, storm and screen doors are permitted. If metal storm windows are used, they must be painted to match trim.
13. Outside front lighting fixtures must be approved by the PHW Steering Committee.
14. 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 shall be permitted, provided it 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 this date.
15. At all times the property shall be maintained in a good state of repair so that no deterioration in its exterior or interior appearance shall take place.
16. 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.

17. Where permission is required to be obtained from PHW, such premission shall be deemed to have been given upon the failure of PHW to respond to a written request therefor with forty-five (45) days of actual notice thereof mailed to PHW by registered mail, return receipt requested at its principal office.

18. PHW may convey the servitudes hereby conveyed to some other charatible corporation or trust, or to the Virginia Historic Landmarks Commission, or someother governmental agency organized 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, his successors and assigns, nor may PHW or its successor quitclaim or in any way release the restriction hereby imposed. If PHW (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 PHW in the foregoing servitude shall automatically vest in the Virginia Historic Landmarks Commission.

19. PHW may inspect the property at reasonable times by giving at least ten (10) days notice.

20. If any restrictive covenant is violated, PHW, after giving reasonable notice to the record owner of the property, may 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 PHW may enter upon the premises, correct any such violation, and hold the record landowner responsible for the cost thereof.

21. The property, including all improvements, 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.

The Grantee joins in this deed to assume all responsibilities set forth above and to agree to comply with same.

WITNESS the following signature and seal:

PRESERVATION OF HISTORIC WINCHESTER,  
INCORPORATED

By Katherine G. Rockwood  
President

ATTESTING SEAL:

Kay B. Wise  
Secretary

Robert E. Rose (SEAL)  
Robert E. Rose

STATE OF VIRGINIA,

County OF Frederick, To-wit:

I, Karen L. Balford, a Notary Public in and for the State and County aforesaid, do certify that Katherine G. Rockwood, whose name as President of Preservation of Historic Winchester, Inc., is signed to the foregoing writing, bearing date on the 16<sup>th</sup> day of February, 1979, personally appeared before me this day in my said County, 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 she is 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.

HARRISON & JOHNSTON  
ATTORNEYS AT LAW  
WINCHESTER, VIRGINIA

Given under my hand this 16<sup>th</sup> day of February, 1979.

My commission expires November 22, 1981.

Karan L. Belford  
Notary Public

STATE OF VIRGINIA,

City OF Winchester, To-wit:

I, Daniel C. Jenkins, Sr., a Notary Public of and for the State and City aforesaid, do certify that Robert E. Rose, single, whose name is signed to the foregoing writing, bearing date on the 16<sup>th</sup> day of February, 1979, has acknowledged the same before me in my State and City aforesaid.

Given under my hand this 26<sup>th</sup> day of February, 1979.

My commission expires July 8, 1980.

Daniel C. Jenkins, Jr.  
Notary Public