

DD'd. to:
MRS. Eleanor
White
211 S.
Washington
Winch. Va.
2/10/84

Preservation of Historic Winch., Inc.
TO :: DEED
Eleanor S. White

No.31

Tax\$ 127.50

BOOK 183 PAGE 208

THIS DEED, made and dated this 13th day of January, 1984, by and between Preservation of Historic Winchester, Inc., a Virginia corporation, party of the first part, herein called Grantor; and Eleanor S. White, party of the second part, herein called Grantee.

WITNESSETH: WHEREAS Lucille Lozier died testate in the City of Winchester on March 19, 1978, and

WHEREAS by will dated February 1972, together with codicils to said will dated August of 1975, May 14, 1976, June 13, 1977, June 27, 1977 and October 6, 1977 all of which were duly probated in the Clerk's Office of the Circuit Court of the City of Winchester on March 20, 1978 and recorded in the aforesaid Clerk's Office in Will Book 54, beginning at Page 65, the said Lucille Lozier devised to the Grantor the property conveyed herein, and

WHEREAS F. Kingsbury White, the sole heir-at-law of the said Lucille Lozier, has by Quitclaim Deed and Agreement dated October 12, 1983 and recorded in the aforesaid Clerk's Office in Deed Book 181, at Page 766, conveyed to the Grantor, all his right, title and interest in the property conveyed herein.

NOW THEREFORE in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations paid the Grantor by the Grantee on or before the delivery of this deed, the receipt of all of which is hereby acknowledged, the Grantor does hereby grant, sell and convey unto the Grantee with general warranty and with covenants of title the following described property together with all improvements, easements, and appurtenances thereto belonging:

All that certain parcel of land located in the City of Winchester, containing 18,205 square feet, more or less, known as 211 South Washington Street, and designated as Tract "B" on the plat and survey of Richard U. Goode, C.L.S., dated April 19, 1960

and recorded in the Clerk's Office of the Circuit Court of the City of Winchester, Virginia in Deed Book 95, at Page 546, to which plat reference is made for a more particular description of the land herein conveyed. This is the same property conveyed to Lucille Lozier by Deed of Stephen Rosenberger, et al, dated June 15, 1960 and recorded in the aforesaid Clerk's Office in Deed Book 95, at Page 542.

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 shrubbery and trees) visible from any street or would affect the exterior of any building, without written permission of Preservation of Historic Winchester, Inc., (hereinafter 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 PHW.

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

6. 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.

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

8. Where permission is required to be obtained from PHW, the permission shall be valid only if signed by its President.

9. 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.

10. 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, (his/her/its) successors and assigns, nor may PHW or its successor quitclaim 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.

WITNESS the following signatures and seals:

PRESERVATION OF HISTORIC WINCHESTER, INC.

By Jane B. Yerkes (SEAL)

STATE OF VIRGINIA

At Chase OF Chase, To-wit:

The foregoing instrument was acknowledged before me this 13th day of January, 1984, by Jane B. Yerkes who is President, of Preservation of Historic Winchester, Inc., a Virginia corporation, on behalf of the corporation.

My commission expires October 8, 1984.

Sandra J. Barnes
Notary Public

VIRGINIA CITY of WINCHESTER, SCT.

This instrument of writing was produced to me on the 13 day of January, 1984 at 1:50 and with certificate of acknowledgment thereto annexed was admitted to record. Tax imposed by Sec. 58-54.1 of \$ 85.00 and 58-54 have been paid, if assessable.

Richard H. Turner Clerk