

THIS DEED, made and entered this 22nd day of April, 1985,
by and between PRESERVATION OF HISTORIC WINCHESTER, INC., a Virginia
Corporation, hereinafter called the Grantor, and BRIAN J. EVANS and JOANNE Q.
EVANS, his wife, hereinafter called the Grantees.

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WITNESSETH: That in consideration of the sum of Ten Dollars (\$10.00)
and other valuable considerations 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 the common law right of survivorship, the following real estate,
to-wit:

All that certain lot or parcel of land, together with
easements, improvements, rights-of-way and appurtenances
thereunto belonging, lying and being situate on the north-
east corner of the intersection of Cameron Street and Cecil
Street in the City of Winchester, Virginia, and being known
as No. 320 South Cameron Street and designated as Parcel A
on the plat of Lee A. Ebert, C.L.S., dated July 10, 1973
and recorded in the Clerk's Office of the Circuit Court of
the City of Winchester, Virginia, in Deed Book 130, at Page
14 and 15.

AND BEING the same property conveyed to the Grantor herein
by Deed recorded in the aforesaid Clerk's Office in Deed
Book 185, at Page 764.

Reference is made to the prior Deed for a more particular
description of the property herein conveyed.

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 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 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 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 ^{BK 1 82 PG 151} and 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 Grantees (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.

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:

PRESERVATION OF HISTORIC WINCHESTER, INC.
a Virginia Corporation

By Stephen Buscema (SEAL)
President

STATE OF VIRGINIA
County of Frederick, to-wit:

I, Thomas J. Chester, a Notary Public in and for the State and County aforesaid, do hereby certify that J. Stephen Buscema, President, of Preservation of Historic Winchester, Inc., a Virginia Corporation, whose name is signed to the foregoing Deed, bearing date this 22nd day of April, 1985, has personally appeared before me and acknowledged the same.

my Commission expires January 4, 1986
Thomas J. Chester
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VIRGINIA CITY OF WINCHESTER, SCT.
This instrument of writing was produced to me on the 23rd day of April, 1985 at 1:30 PM and with certificate of acknowledgment thereto annexed was admitted to record.
and SR-54 have been