

1323 THIS DEED, made and dated this 11th day of May, 1992, by and between JEAN E. LEYMAN, unmarried, party of the first part, hereinafter called the Grantor; and JOHN S. WATTS, party of the second part, hereinafter called the Grantee; and PRESERVATION OF HISTORIC WINCHESTER, INC., party of the third part.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable consideration, receipt of which 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, improvements thereon and appurtenances thereto belonging, all of the following realty:

All of that certain lot or parcel of land, together with all rights, rights of way, improvements thereon and appurtenances thereunto belonging, lying and being situate along North Loudoun Street in the City of Winchester, Virginia, now designated as No. 327 Loudoun Street, said lot fronts twenty (20) feet, more or less, on said Street and runs back with an even width a full depth of the lot to an alley in the rear with full right and use of said alley; AND BEING the same property conveyed to Jean E. Leyman by deed from Preservation of Historic Winchester, Inc., a Virginia corporation, dated October 22, 1982, of record in the Office of the Clerk of the Circuit Court of the City of Winchester, Virginia, in Deed Book 175, at Page 815. Reference is here made to the aforesaid instruments, the attachments thereto and the references therein contained for a further and more particular description of the property hereby conveyed.

This conveyance is made subject to all legally enforceable restrictive covenants and easements of record affecting the aforesaid realty, including the following

327 N Loudoun St
Winchester, VA
79,500.00

KARLSON TITLE, INC.
10875 Main Street
Suite 112
Fairfax, VA 22030

SCULLY,
ROCKWELL
&
DIXON
ATTORNEYS AT LAW
20 SOUTH KENT STREET
WINCHESTER, VIRGINIA
22601

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.

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 date to be selected by PHW, and consented to by the Grantee, which consent shall not unreasonably 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, his successors and assigns, nor may PHW or its successors quitclaim or in any way release the restrictions 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.

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 the 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. No sandblasting of brick. Any cleaning of brick or removal of paint must be approved by the PHW Steering Committee.

14. No cleaning or mortar joints is permitted except by manual methods (i.e., no mechanical or power driven hand tools can be used).

15. Repair and maintain front porch, retaining Victorian features and replacing any broken or missing elements with reproductions of original.

16. If southside asphalt siding covered addition is retained, it must be covered with siding of a design to be approved by the PHW Steering Committee.

17. If front Victorian-style door is retained, brass hardware is to be stripped of paint and restored. Any

replacement door should be of a styled approved by the PHW Steering Committee.

18. Aluminum siding and front storm doors are not permitted. Existing metal storm windows must be painted to match trim.

19. Existing shutters are to be repaired and maintained.

20. Outside front lighting fixtures must be approved by the PHW Steering Committee.

21. Site plans for creation of additional parking spaces on rear of property must be approved by the PHW Steering Committee.

22. The property lies at the edge of a residential area and should remain residential. Consequently, the property shall be used for residential purposes only unless a variance is granted by PHW. The Grantee, for the term of his ownership of the property, is hereby granted the right to use the property for an antique gift shop, it appearing to PHW that such use would not affect the residential character of the north while providing a practical use of the property in conjunction with the commercial use to the south.

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

The party of the third part, as evidenced by their signature hereto, hereby consents to this purchase pursuant the restrictive covenant number three (3) as set out herein.

WITNESS the following signatures and seals:

Jean E. Leyman (SEAL)
JEAN E. LEYMAN

John S. Watts (SEAL)
JOHN S. WATTS ^{Jr}

PRESERVATION OF HISTORIC
WINCHESTER, INC.


BY: Patricia K. Zoutra (SEAL)

STATE OF Virginia

COUNTY/CITY OF Fairfax, To-wit:

I, Lynn N. Karlson, a Notary Public in and for the State and jurisdiction aforesaid, do hereby certify that JEAN E. LEYMAN, unmarried, whose name is signed to the foregoing Deed, bearing date of the 15th day of ~~May~~ ^{June}, 1992, has this day personally appeared before me and acknowledged the same in my State and jurisdiction aforesaid.

Given under my hand this 15th day of ~~May~~ ^{June}, 1992.

Lynn N. Karlson
NOTARY PUBLIC


My commission expires: 3/31/93

STATE OF Virginia

COUNTY/CITY OF Fairfax, To-wit:

I, Lynn N. Karlson, a Notary Public in and for the State and jurisdiction aforesaid, do hereby certify that JOHN S. WATT, whose name is signed to the foregoing Deed,

bearing date of the 15th day of ^{June}~~May~~, 1992, has this day personally appeared before me and acknowledged the same in my State and jurisdiction aforesaid.

Given under my hand this 15th day of ^{June}~~May~~, 1992.

Sharon L. Columbia
NOTARY PUBLIC
STATE OF VIRGINIA
COUNTY OF WINCHESTER

My commission expires: 3/31/93

STATE OF Virginia
COUNTY/CITY OF WINCHESTER, To-wit:

I, Sharon L. Columbia, a Notary Public in and for the State and jurisdiction aforesaid, do hereby certify that Patricia L. Zontine of PRESERVATION OF HISTORIC WINCHESTER, INC., a Virginia corporation, whose name is signed to the foregoing Deed, bearing date of the 11th day of May, 1992, has this day personally appeared before me and acknowledged the same in my State and jurisdiction aforesaid.

Given under my hand this 11th day of May, 1992.

Sharon L. Columbia
NOTARY PUBLIC
I was commissioned as Sharon L. Whitacre

My commission expires: June 30, 1993



VIRGINIA CITY OF WINCHESTER, VA:
This instrument of writing was produced to me on the 19th day of JUNE, 19 92 at 11:09 AM, and with certificate of acknowledgment thereto annexed was admitted to record. Tax imposed by Sec. 58-54.1 of \$ 79.00, and 58.54 have been paid if assessable.

Terry Whitthorn Clerk