

File #20767
SGB:bgm

030002746

THIS DEED made and dated this 6th day of June, 2003, by and between PRESERVATION OF HISTORIC WINCHESTER, INC., a Virginia corporation, party of the first part, hereinafter called the Grantor; and TIMOTHY V. STAFFORD and MARY McHALE STAFFORD, his wife, parties of the second part, hereinafter called the Grantees.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, 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 Grantees, in fee simple absolute, as tenants by the entirety, with common law right of survivorship, all of its right, title and interest in and to the following property:

All of that certain lot or parcel of land situate at the southwest corner of Kent Street and Cecil Street, in the City of Winchester, Virginia, improved by a double brick dwelling designated as Nos. 401 and 403 South Kent Street, fronting on Kent Street a distance of 41 feet, more or less, and extending back with an even width along the South side of Cecil Street, in a westernly direction for a distance of 86 feet, more or less; AND BEING the same property conveyed to Preservation of Historic Winchester, Inc., a Virginia corporation, by Deed dated March 30, 1999, from Thomas A. Kipps, of record in the Clerk's Office of the Circuit Court for the City of Winchester, Virginia, in Deed Book 295 at Page 703.

Reference is made to the aforesaid instruments for a more particular description of the property herein conveyed.

This conveyance is made subject to all easements, rights of way and restrictions of record affecting the subject property.

This property is conveyed subject to covenants real which are attached hereto and made a part hereof, and which Grantees hereby agree to accept by their signatures hereto.

The Grantor does hereby covenant that it has the right to convey to the Grantees; that the Grantees shall have quiet and peaceable possession of the said property, free from all liens and

Grantor - Tax Exempt, non-profit corp.

Consideration: \$99,900.00

Grantees' Address: 8705 C Street

Chesapeake Beach, MD 20732

TMN 193-1-5-12


STEPHEN G. BUTLER, ESQUIRE
KUYKENDALL, JOHNSTON,
McKEE & BUTLER, P.L.C.

P. O. Drawer 2097
Winchester, VA 22604

encumbrances; and it will grant such further assurances of title as may be requisite.

WITNESS the following signature and seal:

**PRESERVATION OF HISTORIC WINCHESTER,
INC., A Virginia Corporation**

By:  (SEAL)
George Schember
Its President

 (SEAL)
TIMOTHY V. STAFFORD

 (SEAL)
MARY McHALE STAFFORD

COMMONWEALTH OF VIRGINIA, AT-LARGE:
CITY OF Winchester, to-wit:

I, the undersigned, a Notary Public in and for the State and Jurisdiction aforesaid, do hereby certify that **George Schember**, whose name is signed as **President** and duly authorized officer of **PRESERVATION OF HISTORIC WINCHESTER**, a Virginia corporation, to the foregoing Deed dated the 6th day of June, 2003, has personally appeared before me and acknowledged the same in my State and Jurisdiction aforesaid.

GIVEN under my hand this 6th day of June, 2003.

 (SEAL)
Notary Public

My Commission Expires: 8/31/2006

COMMONWEALTH OF VIRGINIA, AT-LARGE:
CITY OF WINCHESTER, to-wit:

I, the undersigned, a Notary Public in and for the State and Jurisdiction aforesaid, do hereby certify that **Timothy V. Stafford** and **Mary McHale Stafford**, whose names are signed to the foregoing Deed dated the 6th day of June, 2003, have personally appeared before me and acknowledged the same in my State and Jurisdiction aforesaid.

GIVEN under my hand this 6th day of June, 2003.

Branda S. Murphy (SEAL)
Notary Public

My Commission Expires: 8/31/2006

This document prepared by:
Stephen G. Butler, Esquire
KUYKENDALL, JOHNSTON, McKEE & BUTLER, P.L.C.
112 South Cameron Street
P. O. Drawer 2097
Winchester, VA 22604
(540) 662-3486

Exempted from recordation taxes
 Under the Code of Virginia (1950), as amended,
 Sections 58.1-811(A)(3) and 58.1-811(C)(3)
 And from Clerk's fees under section 17.1-266

Protective Covenants for resale of 401-403 S. Kent Street

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 the property which would affect 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. or unless permitted herein.
2. The property shall not be sold, or otherwise transferred (except by gift) unless first offered in writing to Preservation of Historic Winchester, Inc. If Preservation of Historic Winchester, Inc. 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 Preservation of Historic Winchester, Inc. Thereafter, before the premises may be sold or transferred, it must first be re-offered to Preservation of Historic Winchester, Inc. as if the first offer had never been made.
3. Painting - the exterior of the building or other improvements shall not be painted unless paint color combination and the quality of the paint are approved by Preservation of Historic Winchester, Inc. Steering committee.
4. Repair and replacing 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. Use is restricted to two single family occupancy.
7. The property including the buildings, shall be open at least on (1) day every five (5) years to the public from 10:00 to 5:00 p.m. on a single day to be selected by PHW, and consented to by Grantee, which consent shall not unreasonable 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: institute a suite to enjoin by ex parte, temporary and/or permanent injunction against such violation to require the restoration of the premises to its prior condition; (b) enter upon the premises, correct any such violation, and hold the record landowner responsible for the cost thereof; and (c) take any other legal action available to it.

11. PHW may convey the servitude hereby conveyed to some other charitable organization for the same general purposes. However, since it is the public policy of the Commonwealth of Virginia that such servitude 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 successors quitclaim or in any way release the restriction hereby imposed.

If Preservation of Historic Winchester, Inc. (a) dissolved or in any other way ceases its corporate existence, or for any other reason is unable to act to enforce the restrictions provide herein, or (b) acquired 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 Department of Historic Resources.

INSTRUMENT #030002746
RECORDED IN THE CLERK'S OFFICE OF
WINCHESTER ON
JUNE 6, 2003 AT 03:24PM
\$000.00 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: \$50.00 LOCAL: \$50.00
MICHAEL M. FOREMAN, CLERK
BY: Terry White (DC)