

2648

THIS DEED, made and dated this 27th day of December, 1988, by and between PRESERVATION OF HISTORIC WINCHESTER, INC. a Virginia corporation, herein called the Grantor, and GARY W. KULA and CAROL C. KULA, husband and wife, herein called the Grantees.

WITNESSETH: That for and in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey, with General Warranty and English covenants of title unto the Grantees, in fee simple, jointly as tenants by the entirety with right of survivorship as at common law, it being intended that the part of the one first dying should then belong to the other, his or her heirs or assigns, the following described real estate together with the improvements thereon and the rights, rights of way, improvements and appurtenances thereunto belonging:

All of that certain lot of land situated at No. 515 on the west side of South Loudoun Street in the City of Winchester, Virginia, more particularly described as beginning in the center of the partition which separates the property hereby conveyed from the adjacent property known as 517 South Loudoun Street, now or formerly owned by Hable; thence to the property now or formerly of Rainesberger; thence west along said Rainesberger's line one hundred fifty seven feet (157') more or less, to an alley in the rear; thence south along said alley twenty-two feet, six inches (22.5') to the line of Hable; thence east in his line one hundred fifty seven feet (157'), more or less, to the place of beginning; and being the same property conveyed to the Grantor herein by deed of Dorman E. Affleck, Sr., et als, dated June 17, 1988, of record among the land records of the City of Winchester, Virginia, in Deed Book 226 at page 194.

Reference is hereby made to the aforesaid instruments and the attachments and the references therein contained, for a 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 restrictive covenants, which shall run with the land and shall be binding forever:

GRANTEE ADDRESS: 137 Royal St. WINCHESTER VA 22601

CONSIDERATION: \$ 39,450.00

GROVES & HUTCHINSON ATTORNEYS AT LAW WINCHESTER, VIRGINIA

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. or unless permitted herein.

2. The property shall not be sold, leased 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, 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 combination and the quality of the paint are approved by the Preservation of Historic Winchester, Inc. 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 Grantee shall commence restoration of the property within twelve (12) months from this date and shall complete the restoration within (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 Preservation of Historic Winchester, Inc. 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.

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 Preservation of Historic Winchester, Inc., and consented to by the Grantee, which consent shall not unreasonably be withheld.

8. Preservation of Historic Winchester, Inc. may inspect the property at reasonable times upon giving reasonable notice.

9. Where permission is required to be obtained from Preservation of Historic Winchester, Inc., 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, Preservation of Historic Winchester, Inc., 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 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) taken any other legal action available to it.

11. Preservation of Historic Winchester, Inc. may convey the servitudes 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 servitudes be perpetual, in no event shall the rights of Preservation of Historic Winchester, Inc. be conveyed in any way to the Grantee, their successors or assigns, nor may Preservation of Historic Winchester, Inc. or its successor quitclaim or in any way release the restriction hereby imposed.

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If Preservation of Historic Winchester, Inc. (a) is dissolved or in any other way ceases its corporate existence, or for any other reason is unable to act to enforce the restriction provided for herein, or (b) acquires 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 Division of Historic Landmarks.

WITNESS the following signature:

PRESERVATION OF HISTORIC WINCHESTER, INC.

Kathleen M. Dawson

STATE OF VIRGINIA  
CITY OF WINCHESTER, to-wit:

Acknowledged before me this 27<sup>th</sup> day of December, 1988  
by KATHLEEN M. DAWSON, who is Vice  
PRESIDENT of Preservation of Historic Winchester, Inc.,  
a Virginia corporation, on behalf of the corporation.

My commission expires: October 5, 1992

Phyllis Ann Lawson  
NOTARY PUBLIC

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VIRGINIA CITY of WINCHESTER, SCT.

This instrument of writing was produced to me on the 30<sup>th</sup> day  
1 December, 1988 at 4:04 P.M. and with  
evidence of acknowledgment in front of me was admitted to record.  
Tax imposed by Sec. 68-54.1 of \$ 39.50 and 68-54 have been  
paid, if assessable.

Phyllis Ann Lawson

