

Preservation of Historic Winc., Inc. " "
TO :: DEED " No. 894
Bentley T. Scully " "
Tax \$ 29.85

BOOK 143 PAGE 597

Handwritten notes: D.D. to 2. B. Scully Bentley 5/10/77

THIS DEED made and dated this 3rd day of September, 1976, by and between Preservation of Historic Winchester, Inc., a corporation chartered under the laws of Virginia, party of the first part, hereinafter referred to as the Grantor; and Bentley T. Scully, party of the second part, hereinafter referred to as the Grantee.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00), and other valuable considerations, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey with general warranty of title and with English Covenants of Title unto the Grantee, in fee simple, all of that certain lot or parcel of land with the improvements thereon known as the "Baldwin House" designated as 522 South Loudoun Street fronting on the eastern side of said street 32 feet, 6 inches and extending in an easterly direction of even width a distance of 137 feet, more or less, to a ten foot alley together with the use of said alley in common with the adjacent lot owners. The aforesaid is that same realty conveyed to the Grantor herein from Joseph L. Manuel, et ux, by deed dated June 15, 1976 of record in the Clerk's Office of the Circuit Court for the City of Winchester, Virginia in Deed Book 142, page 342 and reference is hereby made to the aforesaid deed for a more particular description of the property herein conveyed and for further derivation of title.

It is understood that this conveyance is made subject to the following restrictive covenants which shall run with the land, in perpetuity, as a servitude thereon:

- (a) The premises, including all improvements thereon, shall be open at least one 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, its successors and

THOMAS G. SCULLY
ATTORNEY-AT-LAW
WINCHESTER, VA.

assigns which consent shall not unreasonably be withheld.

(b) Without the written permission of Preservation of Historic Winchester, Inc., duly signed by its President or Vice President, no construction, alterations, or remodeling shall be undertaken or permitted which would affect either the lot hereinabove described (including shrubbery and trees) or the exterior (including the roof) of any building or other improvement located thereon, except the reconstruction, repair, replanting or refinishing of presently existing parts or elements of the lot, house, and other improvements, damage to which has resulted from casualty loss, deterioration, or wear and tear, provided that such reconstruction, repair, replanting or refinishing may not be performed in a manner which would alter the appearance of the house or other improvements or the appearance of the lot as of the date this instrument was executed. In any event, the Grantee, its successors and assigns agree that in painting the exterior of any building or improvement on the premises to use thereon a quality and color of paint to be selected by the Grantee, its successors and assigns from a chart to be supplied to them by Preservation of Historic Winchester, Inc., which chart shall contain a reasonable selection of colors, not less than six in number.

(c) The Grantee, its successors and assigns agree at all times to maintain the subject property in a good state of repair so that no deterioration in its exterior or interior appearance shall take place.

(d) The Grantee, its successors and assigns agree that the officers of Preservation of Historic Winchester, Inc., or a person or persons delegated by them shall be permitted at reasonable times (which time shall be established in advance by ten days notice) to come upon the premises to

inspect for violations of any of the covenants contained in this deed and Right of First Refusal.

(e) In the event a violation of these restrictions is found to exist, Preservation of Historic Winchester, Inc., may, following reasonable notice to the Grantee, its successors and assigns, institute a suit to enjoin by ex parte, temporary and/or permanent injunction such violation, to require the restoration of the premises to its prior condition, and in the alternative the officers may enter upon the premises, correct any such violation, and hold the Grantee, its successors and assigns, responsible for the cost thereof.

(f) The Grantee agrees to commence restoration of the premises within twelve months from the date the sale is closed with Preservation of Historic Winchester, Inc., and to complete the said restoration within generally eighteen months from the date the sale is closed with Preservation of Historic Winchester, Inc. Grantee agrees that in the event such restoration has not been commenced within the said twelve month period or in the event Grantee attempts to sell said premises before commencing restoration, then, in either event, Preservation of Historic Winchester, Inc., shall have the right any time thereafter to repurchase the premises for the same amount as the sales price hereunder. Preservation of Historic Winchester, Inc. shall exercise this right by written notice to Grantee and shall consummate repurchase within sixty days of the date of such notice.

(g) The Grantee agrees that prior to any sale, lease, or transfer other than by gift through a testamentary instrument of any interest hereinabove described, the property shall first be offered in writing to Preservation of Historic Winchester, Inc. for purchase or lease on the same terms and conditions as those proposed to be offered to others. If Preservation of

Historic Winchester, Inc. does not accept such offer for itself or its assigns within ninety days of the time it is made, the premises may be sold, leased, or transferred on such terms and conditions to some other person or entity within six (6) months after the offer was made 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.

(h) The Grantee, its successors and assigns agree that these restrictions shall run with the land and shall be binding, as a servitude, upon the real estate herein conveyed in perpetuity.

(i) Where permission is required to be obtained from Preservation of Historic Winchester, Inc. such permission shall be deemed to have been given upon the failure of Preservation of Historic Winchester, Inc. to respond to a written request therefor with forty-five days of actual notice thereof mailed to Preservation of Historic Winchester, Inc. by registered mail, return receipt requested at its principal office, or duly served upon its registered agent.

(j) It is expressly recognized that Preservation of Historic Winchester, Inc. may subsequently convey the servitudes hereby conveyed to some other charitable corporation or trust, or to the Virginia Historic Landmarks Commission, or some other governmental agency organized for the same general purposes, provided, 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 Preservation of Historic Winchester, Inc. be conveyed in any way to the Grantee, its successors and assigns, nor may Preservation of Historic Winchester, Inc. or its successors quit claim or in any way release

the restrictions 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.

This conveyance is made subject to all legally enforceable restrictive covenants and easements of record affecting the aforesaid realty and the Grantor does hereby covenant that it has the right to convey to the Grantee; that the Grantee shall have quiet and peaceable possession of the said property, free from all liens and encumbrances; and it will grant such further assurances of title as may be requisite.

Witness the following signatures and seals:

Preservation of Historic Winchester, Inc.

David A. Juergens (Seal)
David A. Juergens, President

R. Lee Taylor
Secretary



THOMAS G. SCULLY
ATTORNEY-AT-LAW
WINCHESTER, VA.

State of Virginia

County of Frederick, To-wit:

I, Helen N. Clewenger, a Notary Public in and for the County and State aforesaid, certify that David A. Jurgensen and R. Lee Taylor, the President and Secretary, respectively, of Preservation of Historic Winchester, Inc., a Virginia corporation, whose names are signed to the foregoing deed dated September 3rd 1976, have personally appeared before me in my County and State aforesaid and acknowledged the same.

My commission expires: Nov. 8, 1976

Given under my hand this 3rd day of September, 1976.

Helen N. Clewenger
Notary Public

VIRGINIA CITY of WINCHESTER, SCT.
The instrument of writing was produced to me on the 13th day of September 76 at 11:30 A.M. and with certificate of the Clerk of the Court and the County Clerk to record. The fee for the same amount of 20.00 was paid and has been paid, it was so.

Quentin W. Fletcher, Esq. Clerk