

Preservation of Historic Winc., Inc.
TO :: DEED
C. Bruce Dawson, Jr., et ux

No. 32

Tax\$37.50

BOOK 183 PAGE 212

THIS DEED made and dated this 19th day of January, 1984, by and between PRESERVATION OF HISTORIC WINCHESTER, INC., a Virginia Corporation, hereinafter called the Grantor and C. BRUCE DAWSON, JR. and KATHLEEN M. DAWSON, his wife, hereinafter called the Grantees.

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, together with all improvements and appurtenances thereto belonging and subject to all easements and legally enforceable restrictions and reservations of record affecting such realty:

PARCEL ONE

All that certain lot or parcel of land situate on the western side of Cameron Street, in the City of Winchester, Virginia, and fronting on said Cameron Street, a distance of 33 feet more or less, and extending in a westerly direction the depth of said lot, being a distance of 187 feet more or less, and improved by a dwelling designated as 609 South Cameron Street.

PARCEL TWO

All that certain unimproved parcel of land adjoining Parcel One, situate in the City of Winchester, Virginia, designated as 607 South Cameron Street.

Both parcels of land are more particularly described on the Plat and Survey of Thomas A. Shockey, C. L. S., dated August 31, 1981 and recorded in the Clerk's Office of the Circuit Court of the City of Winchester, Virginia in Deed Book 171, at Page 82.

The above is the same real estate conveyed to the Grantor herein by deed from Helen R. Funk, widow, dated June 20, 1981 and of record in the aforesaid Clerk's Office in Deed Book 170, at Page 440

The above described property is specifically subject to the following covenants, conditions and restrictions which shall apply to the Grantees, their heirs and assigns as restrictive covenants real running with the land:

1. No construction, alterations, 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

THOMAS J. CHASLER
ATTORNEY AT LAW
WINCHESTER, VIRGINIA

Del'd to:
Jack
Philipa
2/14/84

(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 of 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 eighteen (18) months from this date. If such restoration has not been commenced within the said twelve (12) month period or if Grantee 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 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 PHW, and consented to by the Grantee, 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, 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/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.

12. Design, usage and site plans for new construction on the lot at 607 South Cameron Street must be approved by the PHW Steering Committee.

13. Rebuild front porch, maintaining existing style and original elements. Lattice screen must be replaced at porch foundation. Replacement parts must be reproductions of existing pieces.

14. Wooden, working, louvered shutters (to match existing shutters on second floor) are to be placed on first floor eastern windows.

15. Wooden two over two window sash must be used as replacement windows on the front facade.

16. Wooden siding is to be repaired and maintained. If replacement is necessary, new siding material must be approved by the PHW Steering Committee.

17. Any changes to the southside two story porch must be approved by the PHW Steering Committee.

18. If roof is replaced, it must be of seamed tin.

- 19. No new structures to be erected on the property without the permission of the PHW Steering Committee.
- 20. Aluminum siding, front storm and screen doors are not permitted. If metal storm windows are used, they must be painted to match the trim.
- 21. Paint colors must be chosen from PHW recommended combinations or approved by the PHW Steering Committee.
- 22. Outside front lighting fixtures must be approved by the PHW Steering Committee.
- 23. Brick sidewalk must be repaired and maintained.
- 24. Site plans for creation of additional parking spaces on rear of property must be approved by PHW Steering Committee.

Except as noted above, the Grantor covenants that they have a right to convey said property to the Grantee; that they have done no other act to encumber said property; that they will execute such further assurances of title to said property as may be requisite; that they are seized in fee simple of the property conveyed; and that the Grantee shall have quiet possession of said property free from all encumbrances. All references to PHW are to Preservation of Historic Winchester, Inc.

PRESERVATION OF HISTORIC WINCHESTER, INC.

By Jane Yerkes, President (SEAL)
Jane Yerkes, President

STATE OF VIRGINIA

AT LARGE, to-wit:

I, TINA D. See, a Notary Public, in and for the State At Large, do hereby certify that PRESERVATION OF HISTORIC WINCHESTER, INC., By JANE YERKES, as President, whose name is signed to the foregoing Deed bearing date the 13th day of January, 1984, personally appeared before me and acknowledged the same.

My Commission Expires: October 31, 1987

Tina D. See
Notary Public

VIRGINIA CITY OF WINCHESTER, DCI.
This instrument of writing was produced to me on the 13th day of January, 1984 at 3:40 PM and with certificate of acknowledgment thereto annexed was admitted to record. Tax imposed by Sec. 58-54.1 of \$ 25, and 58-54 have been paid, if assessable.

Jeanita W. Fitcher Clerk