

Preservation of Hist. Winc., Inc.
TO :: DEED
G. Duard Phillips, et ux
BK 197 PG723

No. 2149

2149

THIS DEED, made this 5th day of December, 1985,
by and between PRESERVATION OF HISTORIC WINCHESTER, INC., a
Virginia corporation, hereinafter called the Grantor, and G. DUARD
PHILLIPS and FLORENCE R. PHILLIPS, 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 and
with English covenants of title, unto the Grantees, in fee
simple, jointly, as tenants by the entirety with the common
law right of survivorship, the following real estate, together
with all improvements and appurtenances thereto belonging but
subject to all easements and legally enforceable restrictions
and reservations of record affecting such realty:

All of that certain lot or parcel of
land with the buildings and improvements
thereon and the appurtenances thereunto belonging,
situated in the City of Winchester, Virginia, on
the Northwest corner of South Kent Street and
Germain Streets, and designated as No. 617 South
Kent Street, having a frontage on said Kent Street
of thirty-seven (37) feet, more or less, and
extending West along Germain Street ninety-nine
(99) feet, more or less; and being designated as
Parcel No. 1 in a deed from James B. Marbert, et
als to Preservation of Historic Winchester, Inc.,
dated August 13, 1985, and recorded in Deed
Book 195, Page 198, in the Office of the Circuit
Court, among the land records of Winchester, Virginia,
to which reference is hereby made for a more complete
description of the property herein conveyed.

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

G. Duard Phillips & Florence R. Phillips
Rt. 1, Box 1545 - Fox Hill Farms
Front Royal, Va. 22630

SHARR, MCCANDLISH
& ROCKWOOD
ATTORNEYS AT LAW
WINCHESTER, VIRGINIA

which shall run with the land and shall be binding forever:

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 PHW or unless permitted herein.

2. 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 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 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 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 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.

WITNESS the following signature and seal:

Katherine G. Rockwood, V.P. (SEAL)
Preservation of Historic
Winchester, Inc., by
Katherine G. Rockwood

STATE OF VIRGINIA At Large,
CITY/COUNTY of Winchester, to-wit:

The foregoing instrument was acknowledged before me this 5th day of December, 1985, by Katherine G. Rockwood, who is Vice President of Preservation of Historic Winchester, Inc., a Virginia corporation.

My commission expires May 10, 1987.

Nancy D. Hulver
Notary Public

VIRGINIA CITY of WINCHESTER, SCI.
This instrument of writing was produced to me on the 5th day
of December 19 85 at 2:37 PM and with
certificate of acknowledgment thereto annexed was admitted to record.
Tax imposed by Sec. 58-54.1 of \$ 22.50 and 58-54 have been
paid, if assessable. Bette Winshaw ^{DEP.}
Clerk