

Preservation of Hist. Winc., Inc.  
TO :: DEED  
George L. Sekel, et ux

No. 2289

BK 198 PG 316

THIS DEED, made this 30 day of December,  
1985, by and between PRESERVATION OF HISTORIC WINCHESTER,  
INC., a Virginia corporation, hereinafter called the  
Grantor, and George L. Sekel and Dolores E. Sekel, 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 ease-  
ments and legally enforceable restrictions and reservations  
of record affecting such realty:

All of that certain lot or parcel of  
land improved by a brick residence and desig-  
nated as 705 South Loudoun and Germain  
Streets in the City of Winchester, Virginia,  
having a frontage on said Loudoun Street of  
approximately 19 feet and extending west 136  
feet; and being the southern portion of that  
certain lot or parcel designated as Parcel  
No. 2 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 Cir-  
cuit Court, among the land records of  
Winchester, Virginia, to which reference is  
hereby made for a more complete description  
of the property herein conveyed.

#2289  
136 Koozged Rd.  
Winchester, Va.

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 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 of lot as of this date.

5. The Grantees 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 Grantees 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 Grantees, 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 ever 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 Grantees, 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 land owner 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 by perpetual, in no event shall the rights of PHW be conveyed in any way to the Grantees, (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. PHW<sup>INC.</sup> (SEAL)  
Preservation of Historic  
Winchester, Inc., by  
Katherine G. Rockwood

STATE OF VIRGINIA

CITY/COUNTY of Winchester, to-wit:

The foregoing instrument was acknowledged before me this 30th day of December, 1985, by Katherine G. Rockwood, who is Vice President of Preservation of

BK 198 PG320

Historic Winchester, Inc., a Virginia corporation.

My commission expires November 4, 1988

Shelley M. Largent  
Notary Public

VIRGINIA CITY of WINCHESTER, SCT.

This instrument of writing was produced to me on the 30th day  
of December, 1985 at 4:50 PM and with  
a certificate of acknowledgment thereto annexed was admitted to record.  
Tax imposed by Sec. 58-54.1 of \$ 25.50 and 58-54 have been  
paid, if assessable. Lotho: Winchlow <sup>D.P.</sup>  
Clerk