

Preservation of Hist. Winc., Inc.

TO :: DEED

No. 226

Daryl F. Monn, St., et ux

Tax \$ 60.75

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THIS DEED, made this 2ND day of APRIL, 1982, between Preservation of Historic Winchester, Inc., a Virginia corporation of the one part, hereinafter called the Grantor, and Daryl F. Monn, Sr. and Linda C. Monn, his wife, of the other part, hereinafter called the Grantees.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid and other valuable consideration, receipt whereof is hereby acknowledged, the Grantor does grant and convey, with General Warranty and with English Covenants of Title, unto the Grantees, as tenants by the entirety, in fee simple, with survivorship as at common law, together with all rights, rights of way, privileges and appurtenances thereto belonging, all of that certain lot of land fronting on the West side of South Kent Street in Winchester, Virginia, fronting on said Street a distance of 17 1/4 feet, more or less, improved by a frame dwelling designated as 311 1/2 South Kent Street, more particularly described (as Parcel D) by plat and survey of Walker McBond, Land Surveyor, dated September 24, 1945 and recorded in the Clerk's Office of the Circuit Court for the City of Winchester, Virginia in Deed Book 68, at Page 204; and being the same property conveyed to the Grantor herein by Carper Estates Corporation and others by deed dated October 4, 1980 and recorded in the aforesaid Clerk's Office in Deed Book 166, at Page 362.

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 changes shall be made to the exterior of the building (including porch, doors, windows, etc.) as it now appears except

as permitted herein.

2. 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.

3. 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.

4. Painting - The exterior of the building shall not be painted unless paint color combinations and the quality of the paint are approved by the PHW Steering Committee.

5. 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.

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 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 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 Grantees, their successors and assigns, nor may PHW or its successor quitclaim or in any way release the restriction hereby imposed.

The Grantees join in this deed to assume all responsibilities set forth above and to agree to comply with same.

WITNESS the following signatures and seals:

PRESERVATION OF HISTORIC WINCHESTER, INC.

By Katherine S. Rockwood
President

Daryl F. Monn, Sr. (SEAL)

Linda C. Monn (SEAL)

STATE OF VIRGINIA,

CITY OF WINCHESTER, To-Wit:

I, Harold C. Brown, Jr., a Notary Public in and for the State and CITY aforesaid, do certify that Katherine S. Rockwood, whose name as President of Preservation

HARRISON & JOHNSTON
ATTORNEYS AT LAW
WINCHESTER, VIRGINIA

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of Historic Winchester, Inc., is signed to the foregoing writing, bearing date on the 2ND day of APRIL, 1982, personally appeared before me this day in my said STATE, and in the name and on behalf of the said Corporation, acknowledged the said writing as the act and deed of the said Corporation, and made oath that he is President of the said Corporation.

Given under my hand this 2ND day of APRIL, 1982.

My commission expires JAN. 12TH 1983.

Harold G. Brown
Notary Public

STATE OF Virginia,

County OF WINCHESTER, To-wit:

I, Harold G. Brown, a Notary Public of and for the State and County aforesaid, do certify that Daryl F. Monn, Sr. and Linda C. Monn, his wife, whose names are signed to the foregoing writing, bearing date on the 2ND day of APRIL, 1982, have acknowledged the same before me in my State and County aforesaid.

Given under my hand this 2ND day of APRIL, 1982.

My commission expires JAN. 12TH 1983.

Harold G. Brown
Notary Public

VIRGINIA CITY OF WINCHESTER, SCT.

This instrument of writing was produced to me on the 2nd day of April, 1982 at 3:15 pm and with certificate of acknowledgment correctly admitted to record. Tax imposed by Sec. 58-54.1 of \$ 40.50, and 58-54 have been paid, if assessable.

Quanita W. Fletcher, Jr. Clerk