

BK 242 PG 659

DEED OF CONVEYANCE

#560

THIS DEED, made this 10th day of January, 1990, by and between PRESERVATION OF HISTORIC WINCHESTER, INC., a Virginia corporation, party of the first part, hereinafter called the Grantor, and GERALD L. TINKER, homme sole, and ERIC M. TINKER, homme sole, parties of the second 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 good and valuable consideration, the receipt of all of which is hereby acknowledged, the Grantors do hereby grant, bargain, sell and convey, with General Warranty of Title and English Covenants of Title, unto Gerald L. Tinker, as a homme sole as to his undivided equal estate in the hereinafter described real property, in fee simple, and unto Eric M. Tinker, as homme sole as to his undivided equal interest in the hereinafter described real property, as tenants in common law with undivided equal interests, share and share alike, all of that certain parcel of land with the improvements thereon, and the rights, rights of way, improvements and appurtenances thereunto belonging, lying and being situate in the City of Winchester, State of Virginia, and more particularly described as follows, to-wit:

All of that certain lot or parcel of land, lying and being situate on the west side of North Kent Street, being designated as No. 317 North Kent Street in the City of Winchester, Virginia; and

BEING part of the real property conveyed to the Grantor herein by Deed of Grace L. Lewis, widow, dated September 6, 1989, and recorded in the Clerk's Office of the Circuit Court for the City of Winchester, Virginia, in Deed Book 237, Page 487, and described as "Parcel III" in said Deed (herein called the "property" or the "real property").

The party of the first part does hereby remise, remit and quitclaim unto the parties of the second part as tenants in common, homme sole as to their respective undivided one-half interests, all of its right, title and interest in and to that alley located adjacent to the western property line of Parcel III above (317 North Kent Street), said alley being eighteen

Gerald L. Tinker
Eric M. Tinker
1320 George Mason Drive
Arlington, Virginia 22204

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STEPHEN J. KUSHNER
ATTORNEY AT LAW
WINCHESTER, VIRGINIA

(18) feet wide at its northern end and twelve (12) feet wide at its southern end. Reference is hereby made to that certain deed dated February 20, 1920, from Amon Strosnider, et ux, to George B. Glass, recorded in the aforesaid Clerk's Office in Deed Book 36 at Page 2, for a further and more particular description of said alley.

It is distinctly understood that this conveyance is made to the said Gerald L. Tinker and to the said Eric M. Tinker as their sole and separate equitable estate as to the respective undivided interest of each of them in the herein described real property, free from the debts and controls or marital rights, including dower, of any respective present wife or any respective future wife that either Gerald L. Tinker or Eric M. Tinker may have; either of them may encumber the said property or convey his respective interest in the said real property, by his respective sole act, without the union of any said respective wife in any deed he respectively may make with reference thereto, and each of them shall in all respects hold or dispose of his respective interest in said property just as though he were a *homo sole*.

Reference is here made to the aforesaid instruments and the attachments and the references therein contained for a further and more particular description of the property hereby conveyed.

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 prior written permission of Preservation of Historic Winchester, Inc. or unless permitted herein.

2. The property ~~shall not be~~ sold, leased or otherwise transferred (except by gift) unless first offered in writing to Preservation of Historic Winchester, Inc.. If Preservation of Historic Winchester, Inc. 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 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.

3. Painting - The exterior of any building and other improvements shall not be painted unless paint color combination and the quality of the paint are approved by the Preservation of Historic Winchester, Inc., 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 (18) months from this date. If such restoration has not been commenced within the said twelve (12) month period or if Grantee attempts to sell said property before commencing restoration, then Preservation of Historic Winchester, Inc., 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. Restoration of the property shall be conducted in accordance with that certain unrecorded Rehabilitation Agreement of even date herewith, which Agreement contains an option to repurchase the property by Preservation of Historic Winchester, Inc., in the event that the property is not rehabilitated in accordance with its terms.

6. At all times the property shall be maintained in good condition.

7. Use is restricted to single family occupancy.

8. 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 Preservation of Historic Winchester, Inc., and consented to by the Grantee, which consent shall not unreasonably be withheld.

9. Preservation of Historic Winchester, Inc., may inspect the property at reasonable times upon giving reasonable notice.

10. Where permission is required to be obtained from Preservation of Historic Winchester, Inc., the permission shall be valid only if signed by its Executive Director, President, or the Chairman of its Steering Committee.

11. If any restrictive covenant is violated, Preservation of Historic Winchester, Inc., 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 against such violation to require the restoration of the premises to its prior condition, (b) enter upon the premises, correct any such violation, and hold the record landowner responsible for the cost thereof, and (c) taken any other legal action available to it.

12. Preservation of Historic Winchester, Inc., may convey the servitudes hereby conveyed to some other charitable organization for the same general purposes. However, 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 the Grantee, his/her/its/their successors or assigns, nor may Preservation of Historic Winchester, Inc., or its successor quitclaim or in any way release the restrictions hereby imposed.

If Preservation of Historic Winchester, Inc. (a) is dissolved or in any other way ceases its corporate existence, or for any other reason is unable to act to enforce the restriction provided for herein, or (b) acquires 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 Division of Historic Landmarks.

The Grantor hereby covenants that they have the right to convey the said land to the Grantees; that the Grantor has done no act to encumber such land; that the Grantees shall have quiet possession of said land, free from all encumbrances; and that the Grantor will execute such further assurances of the said land as may be requisite.

WITNESS the following signature and seal:

PRESERVATION OF HISTORIC WINCHESTER, INC.

By: Kathleen M. Dawson
Its: Vice-President

ACKNOWLEDGEMENT

STATE OF VIRGINIA

City of Winchester; To-wit:

Acknowledged before me this 10th day of January, 1990, by Kathleen M. Dawson, who is Vice-President of Preservation of Historic Winchester, Inc., a Virginia corporation, on behalf of the corporation.

GIVEN under my hand this 10th day of January, 1990.

My commission expires January 2, 1993

Tammy L. Shattuck
Notary Public



VIRGINIA CITY OF WINCHESTER, VA.
This instrument of writing was produced to me on the 21st day of March, 1990 at 4:50 pm and with certificate of acknowledgment thereto annexed was admitted to record. Tax imposed by Sec. 58-54.1 of 58-54 and 58-54 have been paid in full as assessable.