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BK 237 PG 065

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THIS DEED made and dated this 28th day of February, 1989, by and between PRESERVATION OF HISTORIC WINCHESTER, INC., a Virginia Corporation, party of the first part, hereinafter called the Grantors, and M & M PROPERTIES, a Virginia Partnership, party of the second part, hereinafter called the Grantee.

WITNESSETH: That for and in consideration of the sum of Ten (\$10.00) Dollars, cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors do hereby grant and convey with general warranty of title unto the Grantees, in fee simple, as specific partnership property, pursuant to Title 50, Code of Virginia, as amended, all of that certain lot or parcel of land, together with the improvements thereon and the appurtenances thereunto belonging, improved by a frame dwelling, designated as No. 609, located on the West side of South Kent Street in the City of Winchester, Virginia, and being the Southern portion of what was formerly known as the Atwell Shell lot, and having a frontage of 31 feet, 6 inches along the said Kent Street and extending in a Westernly direction between parallel lines to what was formerly known as the Sigafosse property and adjoining the Marcus Copenhaver property on the South and the other property formerly owned by Shell on the North; and being the same property conveyed to the Grantor herein by Deed of Exchange dated November 4, 1988, from Barbara Bachrach Taylor, et al, of record in the Clerk's Office of the Circuit Court for the City of Winchester, Virginia in Deed Book 230 at Page 395. Reference is made to the aforesaid deed for a more particular description

Grantee Address:

Post Office Box 357

Winchester, VA 22601

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of the property herein conveyed.

This conveyance is made subject to all rights of way and restrictions of record affecting the subject property, and is further subject to the restrictive covenants set forth in Exhibit A, hereto attached and by this reference made a part hereof as if set out in full.

The party of the second part joins in the execution of this deed to acknowledge that the property is subject to the Restrictive Covenants set forth in Exhibit A, hereto attached, and which restrictive covenants and easements shall run with the land and shall be binding forever.

The party of the second part further joins in the execution of this deed to evidence their agreement to the Restoration Agreement set forth as follows:

RESTORATION AGREEMENT

Purchaser (Grantee) will present renovation plans to the Revolving Fund Steering Committee before work begins. Purchaser (Grantee) shall notify the PHW Executive Director of any additional plans or changes and shall, if necessary, present to Revolving Fund Committee for approval.

I. INTERIOR SPECIFICATIONS

1. Purchaser will remove existing floor coverings and modern paneling (where applicable). Representatives of the Revolving Fund Steering Committee will be allowed to inspect exposed floors, walls and woodwork to determine condition and quality.

2. Original woodwork including trimboards, staircase and upstairs mantel shall be repaired where necessary and retained.

3. Existing ceiling heights shall be retained.

II. EXTERIOR SPECIFICATIONS

1. Clapboard siding and porches will be repaired where necessary, scraped, primed and painted with a paint scheme approved by the Revolving Fund Committee.

- 2. All existing exterior door and window openings shall remain unless such changes are approved by the Revolving Fund Committee.
- 3. Exterior front lighting shall be approved by the Revolving Fund Committee.
- 4. The standing seam tin roof shall be repaired. If necessary, it shall be replaced with a standing seam tin (or galvanized metal) roof.

The Grantor hereby covenants that it has the right to convey to the Grantee; that the Grantee shall have quiet and peaceable possession of the said property, free from all liens and encumbrances; and it will grant such further assurances of title as may be requisite.

The execution of this deed has been duly authorized by the Directors of the Grantor Corporation and nothing in the Corporate Charter or By-Laws reserves the power unto the stockholders to convey a part of the corporate real property.

WITNESS the following signatures and seals:

PRESERVATION OF HISTORIC
WINCHESTER, INC.

(KB)

BY Kathleen Dawson (SEAL)
KATHLEEN DAWSON
THIRD VICE PRESIDENT

M & M PROPERTIES

BY William H. Miller, III (SEAL)
WILLIAM H. MILLER, III,
PARTNER

BY Nancy V. Murphy (SEAL)
NANCY V. MURPHY
PARTNER

STATE OF VIRGINIA,

City OF Winchester, TO-WIT:

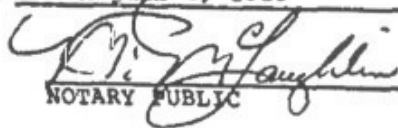
I, M. F. McLaughlin, a Notary Public in and for

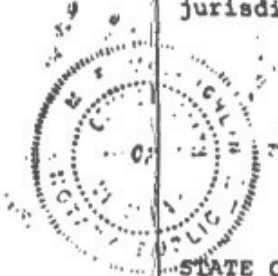
BK 232 PG058

the State and jurisdiction aforesaid, do hereby certify that
KATHLEEN
DAWSON , Third Vice President of PRESERVATION OF HISTORIC
WINCHESTER, INC., whose name is signed to the foregoing Deed,
dated the 28th day of February, 1989, has personally appeared
before me and acknowledged the same in my State and
jurisdiction aforesaid.

Given under my hand this 28 day of February, 1989.

My commission expires August 4, 1989.


NOTARY PUBLIC



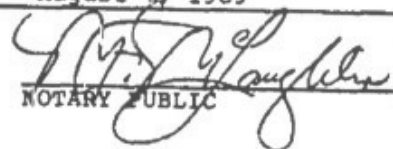
STATE OF VIRGINIA,

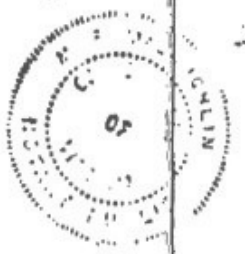
City OF Winchester, TO-WIT:

I, M. F. McLaughlin, a Notary Public in and for
the State and jurisdiction aforesaid, do hereby certify that
WILLIAM H. MILLER, III and NANCY V. MURPHY, Partners of M & M
PROPERTIES, whose names are signed to the foregoing Deed,
dated the 28th day of February, 1989, have personally appeared
before me and acknowledged the same in my State and
jurisdiction aforesaid.

Given under my hand this 28 day of February, 1989.

My commission expires August 4, 1989.


NOTARY PUBLIC





Preservation
of Historic
Winchester

GK 237 PG069
EXHIBIT A

PROTECTIVE COVENANTS FOR RESALE OF PROPERTIES

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 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 attempts 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 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) 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, 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) is dissolved or in any other way ceases its corporate existence, or for any other reason is unable to act to enforce the restrictions 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.

INDIANA CITY OF WINCHESTER, SCT.
This instrument of writing was produced to me on the 28th day
of February, 1989 at 11:03 A.M. and with
certificate of acknowledgment thereto annexed was admitted to record
tax imposed by Sec. 58-54.1 of § 28.00 and 58-54 have been
paid, if assessable.
Delrah J. Stricker, J.P. Clerk