

Preservation of Historic Winchester, Inc.  
TO :: DEED No. 1143  
H. Ronald Berg

Tax \$ 49.20

*Del. H. Ron. Berg.  
10/23/81*

BOOK 167 PAGE 175

THIS DEED, made and dated this 12 day of December, 1980,  
by and between PRESERVATION OF HISTORIC WINCHESTER, INC., a Virginia  
corporation, hereinafter called the Grantor, and H. Ronald Berg  
a married man, hereinafter called the Grantee.

WITNESSETH: That in consideration of the sum of Ten Dollars  
(\$10.00) and other valuable considerations paid the Grantor by the Grantee 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 of title, unto the Grantee, in fee simple, the following real  
estate, together with all improvements and appurtenances thereto belonging  
and subject to all easements and legally enforceable restrictions and  
reservations of record affecting such realty:

All of that certain lot or parcel of land, together with  
the improvements thereon and the appurtenances thereunto  
belonging, lying and being situate on the East side of  
South Cameron Street in the City of Winchester, Virginia,  
fronting on said Cameron Street a distance of 23 ft., 10  
inches, and extending back Eastward a distance of 191 ft.,  
more or less, the dwelling house thereon being designated  
as No. 128 South Cameron Street.

This is the same real estate conveyed to the Grantor  
herein by deed, dated February 12, 1980, from Charles  
Robert Hess and Norma B. Hess, his wife, of record in  
the Clerk's Office of the Circuit Court of the City of  
Winchester, Virginia, in Deed Book 163, at Page 371.

The above described property is specifically subject to the  
following covenants, conditions and restrictions which shall  
apply to the Grantee, its heirs and assigns, as restrictive  
covenants running with the land:

1. Existing wooden shingles are to be maintained and repaired  
as necessary. Plans to remove existing shingles to expose  
wooden siding underneath must be approved by the PHW Steering  
Committee.
2. Any design changes to the left passageway gate must be approved  
by PHW Steering Committee.
3. Aluminum siding, and aluminum front storm doors and screen  
doors are not permitted. If metal storm windows are used,  
they must be painted to match the trim.
4. If the roof is replaced, it must be of painted seamed tin.
5. Working, wooden shutters must be placed on the first and  
second floor windows.

KR  
HRB

6. Any changes in outside lighting fixtures must be approved by the PHW Steering Committee.
7. Paint colors must be chosen from PHW recommended combinations or approved by the PHW Steering Committee.
8. ~~Occupancy is limited to one family~~
9. No construction, alteration, remodeling or destruction shall be permitted on or to the property which would affect any improvements to the property (including shrubbery and trees) visible from any street or would affect the exterior of any building, without written permission of Preservation of Historic Winchester or unless permitted herein.
10. The property shall not be sold, leased or otherwise transferred (except by gift) unless first offered in writing to Preservation of Historic Winchester. If Preservation of Historic Winchester 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. 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.
11. 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.
12. 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 the Grantee attempts to sell said property before commencing restoration, then Preservation of Historic Winchester 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 held within sixty (60) days after such notice is given.
13. At all times the property shall be maintained in good condition.
14. 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, and consented to by the Grantee, which consent shall not unreasonably be withheld.
15. Preservation of Historic Winchester may inspect the property at reasonable times upon giving reasonable notice.
16. Where permission is required to be obtained from Preservation of Historic Winchester, the permission shall be valid only if signed by its President or the Chairman of its Steering Committee.

- 17. If any restrictive covenant is violated, Preservation of Historic Winchester, 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.
- 18. Preservation of Historic Winchester 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 Preservation of Historic Winchester be conveyed in any way to the Grantee, its successors and assigns, nor may Preservation of Historic Winchester 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 ceases 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.

Except as noted above, the Grantor covenants that it has a right to convey said property to the Grantee; that it has done no other act to encumber said property; that it will execute such further assurances of title to said property as may be requisite; that it is seized in fee simple of the property conveyed; and that the Grantee shall have quiet possession of said property, free from all encumbrances.

WITNESS the following signature and seal:

PRESERVATION OF HISTORIC WINCHESTER, INC.

By Katherine G. Rockwood (SEAL)  
KATHERINE G. ROCKWOOD, President

STATE OF VIRGINIA

County OF Federal, To-wit:  
I, Thomas J. Chisler, a Notary Public, in and for the State and County aforesaid, do hereby certify that Katherine G. Rockwood, President of Preservation of Historic Winchester, Inc., whose name is signed to the foregoing deed bearing date the 12 day of December, 1980, has this day personally appeared before me and acknowledged the same.

Given under my hand this 12<sup>th</sup> day of December, 1980.  
My commission expires 12/31/81.

[Signature]  
Notary Public

VIRGINIA CITY OF WINCHESTER, SC.  
This instrument of writing was produced to me on the 12th day of December, 1980 at 4:00 P.M. and with [Signature] of [Signature] instrument entered was admitted to record.