

323 N. Kent / 145 Baker
Covenant program only
recorded 9/7/06

THIS PROTECTIVE COVENANTS FOR RESALE OF PROPERTY

AGREEMENT, made this 4th day of February, ²⁰⁰³~~2002~~, between

Preservation of Historic Winchester, Inc., a Virginia non-stock corporation, of the first part;
and Habitat For Humanity of Winchester-Frederick County, Inc., a Virginia non-stock
corporation, of the second part.

WITNESSETH: In exchange for One Dollar (\$1.00) cash in hand paid and other
valuable consideration, receipt whereof is hereby acknowledged, Habitat For Humanity of
Winchester-Frederick County, Inc. hereby grants and conveys unto Preservation of Historic
Winchester, Inc. the following covenants and conditions which shall run with the land and
shall be binding forever with regard to that property described in Exhibit A attached hereto
and by this reference made a part hereof as follows:

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 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 re-offered 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 Preservation of Historic Winchester, Inc. Steering Committee.

4. Repairing and replacing 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. Habitat For Humanity of Winchester-Frederick County, Inc. shall commence restoration of the brick work and masonry on the property within two (2) months from this date and shall complete the restoration within twelve (12) months from this date. If such restoration has not been commenced within the said two (2) month period of if Habitat For Humanity of Winchester-Frederick County, Inc. attempts to sell said property before commencing restoration, the Preservation of Historic Winchester, Inc. shall have the right anytime thereafter to repurchase the property for the same purchase price paid by Habitat For Humanity of Winchester-Frederick County, Inc., 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

Preservation of Historic Winchester, Inc., and consented to by Habitat For Humanity of Winchester-Frederick County, Inc., which consent shall not unreasonably be withheld.

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

9. Where permission is required to be obtained from Preservation of Historic Winchester, Inc., the permission shall be valid only if signed by its President.

10. 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) take any other legal action available to it.

11. Preservation of Historic Winchester, Inc. may convey the servitude 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 servitude be perpetual, in no event shall the rights of Preservation of Historic Winchester, Inc. be conveyed in any way to Habitat For Humanity of Winchester-Frederick County, Inc., its successors and assigns, nor may Preservation of Historic Winchester, Inc. 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 Department of Historic Resources.

WITNESS the following signatures and seals this 8th day of November, 2002:

HABITAT FOR HUMANITY OF WINCHESTER
- FREDERICK COUNTY, INC.

By Linda B. Coley (SEAL)

PRESERVATION OF HISTORIC WINCHESTER,
INC.

By Katherine S. Whitesell (SEAL)

STATE OF VIRGINIA, AT LARGE

COUNTY/CITY OF Winchester, To-wit:

The foregoing instrument was acknowledged before me this 4th day of February, ~~2002~~²⁰⁰³, by Katherine S. Whitesell as President

of Preservation of Historic Winchester, Inc., a Virginia non-stock corporation, on behalf of

said Corporation.

My commission expires 12/31/04.

(SEAL)

Jennifer D. Williams
Notary Public

STATE OF VIRGINIA, AT LARGE

COUNTY/~~CITY~~ OF Winchester, To-wit:

The foregoing instrument was acknowledged before me this 8th day of November, 2002, by Linda B. Coley as Executive Director of Habitat For Humanity of Winchester-Frederick County, Inc., a Virginia non-stock corporation, on behalf of said Corporation.

My commission expires February 28, 2006.

(SEAL)

Angela Y. Shackleford
Notary Public

Capital A

BK 291 PG 0477

Winchester, VA 22601

98.2017 THIS DEED made and dated this 21st day of September, 1998, by and between WINCHESTER-FREDERICK COUNTY JAYCEES, INC., a Virginia Corporation, of the one part, hereinafter called the Grantor; and HABITAT FOR HUMANITY, INC., WINCHESTER-FREDERICK COUNTY, a Virginia Corporation, of the other part, hereinafter called the Grantee.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors do hereby grant and convey with general warranty and English covenants of title, unto the Grantee, in fee simple, all that certain tract or parcel of land, together with all rights, rights of way and appurtenances thereto belonging, lying and being situate on the South side of Baker Street and on the West side of Kent Street in the City of Winchester, Virginia, fronting approximately 58 feet on Kent Street and extending back Westward to the main railroad track an estimated 154 feet, bounded on the West by the railroad property, and on the North by Baker Street. This is the same property conveyed to the Grantor herein by Thomas W. Badridge, by deed dated March 25, 1986, of record in the Clerk's Office of the Circuit Court of the City of Winchester, Virginia, in Deed Book 200, Page 70.