

DK 237 PG570

2148

THIS DEED, made and dated this 5th day of October, 1989, by and between PRESERVATION OF HISTORIC WINCHESTER, INC., a Virginia corporation, herein called the Grantor, and CITY LIGHT PROJECT #1 LIMITED PARTNERSHIP, a Virginia limited partnership, herein called the Grantee.

WITNESSETH: That for and in consideration of the sum of Ten Dollars and other valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey, with general warranty and English covenants of title unto the Grantee, in fee simple, the following properties located in the City of Winchester, Virginia, together with the improvements thereon and the appurtenances thereunto belonging:

All that certain lot or parcel of land lying and being situate on the east side of North Kent Street, designated as 210 NORTH KENT STREET, fronting on said street a distance of 29 feet 8 inches, more or less, adjoining the loads now or formerly owned by Spitler and others; and being the same property conveyed to the Grantor herein by deed dated June 16, 1989 from Flournoy L. Largent, Jr., Substitute Trustee, of record in the Clerk's Office of the Circuit Court of the City of Winchester, Virginia in Deed Book 234 at page 791.

All that certain lot or parcel of land lying and being situate on the east side of North Kent Street, designated as 208 NORTH KENT STREET, fronting on said street a distance of 30 feet, more or less, and extending eastward 114 feet, more or less; and being the same property conveyed to the Grantor herein by deed dated July 11, 1989 from Flournoy L. Largent, Jr., Substitute Trustee, of record in the Clerk's Office of the Circuit Court of the City of Winchester, Virginia in Deed Book 235 at page 630.

For Waiver
see DK 243 pg. 822.

PHILIP E. GROVES
ATTORNEY AT LAW 132 SOUTH CAMERON STREET, WINCHESTER, VIRGINIA 22601
CONSIDERATION: \$42,894.22 GRANTEE ADDRESS: 185 N. Loudoun Street, Winchester, VA

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 Preservation of Historic Winchester, Inc. or unless permitted herein.
2. 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.
3. 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.
4. 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.

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

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

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

8. 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.

9. 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 Grantee, their successors or 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 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.

WITNESS the following signature::

PRESERVATION OF HISTORIC WINCHESTER, INC.

Kathleen M. Dawson - Vice President

STATE OF VIRGINIA
CITY OF WINCHESTER, to-wit:

Acknowledged before me this 5th day of October, 1989 by
KATHLEEN M. DAWSON, who is VICE PRESIDENT
of Preservation of Historic Winchester, Inc., a Virginia corporation,
on behalf of the corporation.

My commission expires: 12-30-89

Philip E. Groves
NOTARY PUBLIC

PHILIP E. GROVES
ATTORNEY AT LAW, 132 SOUTH CAMERON STREET, WINCHESTER, VIRGINIA 22601

DK 232 PG574

ANDOVER CITY of WINCHESTER, N.H.
This instrument of writing was produced to me on the 11th day
of October, 19 89 at 4:15 PM and with
certificate of acknowledgment thereto annexed was admitted to record.
Tax imposed by Sec. 88-54.1 of \$ 43.00 and 88-54 have been
paid, if accessible. Michael M. Coyne Clerk