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THIS DECLARATION OF RESTRICTIVE COVENANTS, made and dated this 25th day of February, 1985, between William H. Miller, III and Charlene V. Miller, his wife, of the one part, herein-after called the Grantors; and Preservation of Historic Winchester, Inc., a Virginia corporation, of the other part, hereinafter called the Grantee.

WHEREAS, the Grantors are the owners of the following property:

All that certain lot of land improved by the Southern unit of a multiple unit residential building, together with all rights, rights of way, privileges and appurtenances thereto belonging, lying on the East side of South Kent Street in Winchester, Virginia, known as 220 South Kent Street and being the same property conveyed to the Grantors herein by deed dated January 10, 1985 from William Roy Berryvill, et al, and recorded in the Clerk's Office of the Circuit Court for the City of Winchester, Virginia in Deed Book 190, at Page 151.

WHEREAS, Grantee desires to establish and secure the enforcement of certain restrictive and protective covenants upon the herein described property.

NOW, THEREFORE, WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid and other valuable consideration, paid unto the Grantors by the Grantee, receipt whereof is hereby acknowledged by the Grantors, the Grantors do subject and place against the above described property the following restrictive and protective covenants, which are for the benefit of the community and enforceable as hereinafter set forth and 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.

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

3. 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 of 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.

4. Preservation of Historic Winchester, Inc. 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, Inc. be conveyed in any way to the Grantee, its successors and assigns, nor may Preservation of Historic Winchester, Inc. or its successors quitclaim or in any way release the restriction hereby imposed.

If Preservation of Historic Winchester, Inc. (a) be dissolved or in any other way cease 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.

This grant to establish and secure the enforcement of the restrictive and protective covenants upon the said real property

is made subject to all duly recorded and enforceable restrictions, easements and rights of way.

WITNESS the following signatures and seals:

[Signature] (SEAL)  
William H. Miller, III

[Signature] (SEAL)  
Charlene V. Miller

STATE OF VIRGINIA,

City OF Winchester, To-wit:

The foregoing instrument was acknowledged before me this 25th day of February, 1985, by William H. Miller, III and Charlene V. Miller, his wife.

My commission expires June 5, 1987.

[Signature]  
Notary Public

VIRGINIA CITY of WINCHESTER, SCT.

This instrument of writing was produced to me on the 28th day of February, 19 85 at 3:15 pm. and with certificate of acknowledgment thereto annexed was admitted to record. Tax imposed by Sec. 58-54.1 of \$ None, and 58-54 have been paid, if assessable.

[Signature] Clerk