

48,000<sup>00</sup>

800 Amherst

2301

PK 260 860651

THIS DEED made and dated this 26th day of October, 1993, by and between PRESERVATION OF HISTORIC WINCHESTER, INC., a Virginia Corporation, hereinafter called the Grantor and BARBARA TIERNEY, femme sole, 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 as her sole and equitable separate estate, the following real estate:

6816 Bellevue Ave  
Guttenberg, N.J. 07093

All of that certain lot or parcel of land, together with the improvements thereon and the appurtenances thereunto belonging, lying and being situate along the North side of Amherst Street, and being triangular in shape, having a frontage of 103.3 feet, more or less, along Whittier Avenue, and a Western boundary of 85.8 feet, more or less; and being the same property conveyed to the Grantor herein by Deed, dated January 27, 1990, from H. Russell Potts, Jr., homme sole, to Preservation of Historic Winchester, Inc., of record in the Office of the Clerk of the Circuit Court for the City of Winchester, Virginia, in Deed Book 241, at page 263.

TO HAVE AND TO HOLD the Real Estate as the Grantee's sole and equitable separate estate, free from any liability whatsoever, or any debts, and choate and inchoate rights with respect to any future spouse of the Grantee, with complete authority in the Grantee to convey, encumber or otherwise deal with the Real Estate without the necessity of joinder by any future spouse.

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

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 other 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 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 PHW 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

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as of this date.

5. The Grantee shall commence restoration of the property within twelve (12) months from the date of settlement 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 anytime 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. Use is restricted to single family occupancy.

8. 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.

9. PHW may inspect the property at reasonable times upon giving reasonable notice.

10. 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.

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11. 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.

12. PHW 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 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 Department of Historic Resources.

Except as noted above, the Grantor covenants that they have a right to convey said property to the Grantee; that they have done no other act to encumber said property; that they will execute such further assurances of title to said property as may be requisite; that they are seized in fee simple of the property conveyed; and

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that the Grantee shall have quite possession of said property free from all encumbrances. All references to PHW are to Preservation of Historic Winchester, Inc.

PRESERVATION OF HISTORIC WINCHESTER, INC.

BY: Patricia L. Zontine (SEAL)  
Patricia L. Zontine, President

STATE OF VIRGINIA

AT LARGE, to-wit:

I, Maryann L. Rose, a Notary Public, in and for the State At Large, do hereby certify that PRESERVATION OF HISTORIC WINCHESTER, INC., by PATRICIA L. ZONTINE, as President, whose name is signed to the foregoing Deed bearing date the 8th day of October, 1993, personally appeared before me and acknowledged the same.

My Commission Expires: 5/31/97

Maryann L. Rose  
Notary Public

VIRGINIA CITY OF WINCHESTER, DCI.  
This instrument of writing was produced to me on the 8th day  
of OCT, 19 93 at 3:27 PM and with  
certificate of acknowledgment thereto annexed was admitted to record.  
Tax imposed by Sec. 58-54.1 of \$ 48.00 and 58.54 have been  
paid, if assessable.

Terry C. Phillips, Clerk