

804 Amherst

BK 259 PG 234

#1094

THIS DEED, made and dated this 22nd day of May, 1992, by and between PRESERVATION OF HISTORIC WINCHESTER, INC. a Virginia corporation, hereinafter called the Grantor, and KATHERINE E. TULLOSS, unmarried, hereinafter called the Grantee.

WITNESSETH: That for and in consideration of the sum of Ten Dollars and other good and 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 described real estate together with the improvements thereon and the rights, rights of way, improvements and appurtenances thereunto belonging, all of that certain lot or parcel of land improved by a two story frame dwelling house and outbuildings containing one (1) acre, more or less, situated in the City of Winchester, Virginia, a short distance Northwest of the Town Spring on the North side of Amherst Street fronting on said street 110 feet, more or less, and extending back in a Northernly direction to Whittier Avenue; and being a portion of the property conveyed to Preservation of Historic Winchester, Inc., by Deed dated March 27, 1990 from Waldon R. Kerns, et ux, of record in the Clerk's Office of the Circuit Court of the City of Winchester, Virginia in Deed Book 243, at Page 129.

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ATTORNEY AT LAW
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CONSIDERATION: \$67,500.00
GRANTEE ADDRESS:
804 Amherst Street, Winchester, VA

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This property is designated as 804 Amherst Street, Winchester, Virginia.

Reference is hereby made to the aforesaid instruments and the attachments and the references therein contained, for a more particular description of the property hereby conveyed.

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. The siding on the garage may be replaced to bring it into harmony with the main house, and in keeping with this paragraph.

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

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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 reoffered 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 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 or to the condition immediately prior to any fire or casualty.

5. 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

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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. By commencing and completing the painting of the main dwelling (siding, shutters, porches, etc.) in accordance with Paragraph 3, and by bringing the trees and shrubbery to a "cared for and attractively maintained" condition, this paragraph shall have been deemed satisfied.

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 the Grantee, which consent shall not unreasonably be withheld.

8. Preservation of Historic Winchester, Inc. may inspect the property at reasonable times upon giving reasonable notice, not to exceed more than once per year, and reasonable notice shall be at least one week in advance.

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 or the Chairman of its

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Steering Committee.

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) taken any other legal action available to it.

11. 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

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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 Division of Historic Landmarks.

The execution of this deed has been duly authorized by the Directors of the Grantor corporation and nothing in the Corporate Charter or By-Laws reserves the power unto the stockholders to convey a part of the corporate real property.

WITNESS the following signature:

PRESERVATION OF HISTORIC WINCHESTER, INC.

Patricia L. Zontine
PATRICIA L. ZONTINE, President

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ATTORNEY AT LAW
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STATE OF VIRGINIA
CITY OF WINCHESTER, to-wit:

Acknowledged before me this 20th day of May, 1992 by Patricia L. Zontine, who is President of Preservation of Historic Winchester, Inc., a Virginia corporation, on behalf of the corporation.

My commission expires: November 30, 1996

Jennie L. Collins
NOTARY PUBLIC

VIRGINIA CITY OF WINCHESTER, SCT:

This instrument of writing was produced to me on the 22nd day of May, 1992 at 12:15 PM and with certificate of acknowledgment thereto annexed was admitted to record. Tax imposed by Sec. 58-54.1 of \$ 67.50 and 58-54 have been paid in full.

Delva J. Barber

