

Preservation of Historic Winc., Inc.

TO :: DEED

No. 1239

John A. Weissenberger, et ux

Tax\$ 38.25

BOOK 162 PAGE 456

THIS DEED, made and dated this 14<sup>th</sup> day of November, 1979, by and between PRESERVATION OF HISTORIC WINCHESTER, INC., a Virginia corporation, hereinafter called the Grantor, and JOHN A. WEISSENBERGER and ELIZABETH V. WEISSENBERGER, his wife, hereinafter called the Grantees.

WITNESSETH: That in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations paid the Grantor by the Grantees on or before the delivery of this deed, the receipt of which is hereby acknowledged, the Grantor hereby grants, sells and conveys, with general warranty of title, unto the Grantees, in fee simple, jointly, as tenants by the entirety with the common law right of survivorship, the following real estate, together with all improvements and appurtenances thereto belonging and subject to all easements and legally enforceable restrictions and reservations of record affecting such realty:

All of that certain lot or parcel of land, situate in the City of Winchester, Virginia, on the south side of East Mornmouth Street, fronting 41 feet, more or less, thereon and extending southwardly therefrom a distance of 50 feet 7 inches, more or less, designated as 23 East Mornmouth Street.

This is the same real estate which was conveyed to the Grantor herein by deed from Carlton F. Dyke and Ollie B. Dyke, his wife, dated August 1, 1979, and recorded in the Clerk's Office of the Circuit Court of the City of Winchester, Virginia, in Deed Book 160, at Page 693.

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

1. Existing clapboard siding must be repaired, painted and maintained. If replacement is necessary, new siding material must duplicate existing design. Do not expose logs.
2. The front door is to be replaced with six-panel wooden door.
3. The existing shutters must be replaced with either board and batten, louvered or raised hinged panel wood shutters.
4. The existing fence and gate facing Mornmouth Street must be replaced with wood picket fence and gate, where necessary.
5. Aluminum siding, front storm and screen doors are not permitted. If metal storm windows are used, they must be painted to match the trim.

6. If roof is replaced, it must be painted seamed tin.
7. Paint colors must be chosen from Preservation of Historic Winchester recommended combinations or approved by the Preservation of Historic Winchester Steering Committee.
8. Outside front lighting fixtures must be approved by the Preservation of Historic Winchester Steering Committee.
9. The brick sidewalk must be repaired and maintained.
10. Occupancy is limited to single family.
11. 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 or unless permitted herein.
12. The property shall not be sold, leased or otherwise transferred (except by gift) unless first offered in writing to Preservation of Historic Winchester. If Preservation of Historic Winchester 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. 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.
13. 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.
14. The Grantees shall commence restoration of the property within twelve (12) months from this date 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 the Grantees attempt to sell said property before commencing restoration, then Preservation of Historic Winchester shall have the right any time thereafter to repurchase the property for the same purchase price paid by the Grantees, by giving written notice of same with closing being within sixty (60) days after such notice is given.
15. At all times the property shall be maintained in good condition.
16. 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, and consented to by the Grantees, which consent shall not unreasonably be withheld.
17. Preservation of Historic Winchester may inspect the property at reasonable times upon giving reasonable notice.
18. Where permission is required to be obtained from Preservation of Historic Winchester, the permission shall be valid only if

signed by its President or the Chairman of its Steering Committee.

19. If any restrictive covenant is violated, Preservation of Historic Winchester, 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 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.
20. Preservation of Historic Winchester 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 be conveyed in any way to the Grantees, their successors and assigns, nor may Preservation of Historic Winchester or its successor 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.

Except as noted above, the Grantor covenants that it has a right to convey said property to the Grantees; that it has done no other act to encumber said property; that it will execute such further assurances of title to said property as may be requisite; that it is seized in fee simple of the property conveyed; and that the Grantees shall have quiet possession of said property, free from all encumbrances.

WITNESS the following signature and seal:

PRESERVATION OF HISTORIC WINCHESTER, INC.

By Patricia L. Zontine (SEAL)  
PATRICIA L. ZONTINE, Vice-President

STATE OF VIRGINIA

County OF Bedford, To-wit:

I, Barbara A. Kayser, a Notary Public, in and for the State and County aforesaid, do hereby certify that Patricia L. Zontine, Vice President on behalf of Preservation of Historic Winchester, Inc., whose name is signed to the foregoing deed bearing date the 14<sup>th</sup> day of November, 1979, has this day personally appeared before me and acknowledged the same.

Given under my hand this 14<sup>th</sup> day of November, 1979.

My commission expires January 27, 1982.

Barbara A. Kayser

Notary Public

VIRGINIA CITY of WINCHESTER, SCT.

This instrument of writing was produced to me on the 15<sup>th</sup> day of November, 19 79 at 10:05 AM and with certificate of acknowledgment thereto annexed was admitted to record. Tax imposed by Sec. 58-54.1 of \$ 25.50, and 58-54 have been paid, if assessable.

Michael M. Vance Clerk