

Preservation of Historic Winc., Inc.

TO :: DEED
Lafawn Hinshaw, et ux

No. 299

Tax \$ 88.50

BOOK 164 PAGE 45

THIS DEED, made and dated this 17th day of April, 1980, by and between PRESERVATION OF HISTORIC WINCHESTER, INC., a Virginia corporation, hereinafter called the Grantor, and LAFAWN HINSHAW and RUTH HINSHAW, 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 affection such realty:

All of that certain lot or parcel of land, together with all improvements and appurtenances thereto belonging, lying and being situate in the City of Winchester, Virginia, along the Northern side of Amherst Street, improved by a dwelling designated as No. 316 Amherst Street, more particularly described according to plat and survey of Thomas A. Shockey, C.L.S., dated March 24, 1980, which is attached hereto and made a part of this deed.

This is the same real estate which was conveyed to the Grantor herein by deed from E. Russell Orndorff, widower, individually, and as Administrator of the Estate of Frances B. Orndorff, dated October 16, 1979, of record in the Clerk's Office of the Circuit Court of the City of Winchester, Virginia, in Deed Book 162, at Page 143.

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. The slate roof must be maintained.
2. The brick chimneys must be repaired and maintained, retaining the brick corbelling pattern of the originals.
3. No new structures are to be erected on the property without permission from the Preservation of Historic Winchester Steering Committee.
4. All Victorian wood trim must be repaired and maintained. This includes shutters, entrance door, porches, balustrades and eaves.

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5. Existing wooden siding must be painted and maintained. If replacement becomes necessary, new siding must be duplicate of existing siding.
6. Aluminum siding, and aluminum front storm doors and screen doors are not permitted. If metal storm windows are used, they must be painted to match the trim.
7. Existing shutters must be repaired and maintained. Additional original shutters are stored in basement and convey with the property. These must be rehung at appropriate windows.
8. Paint colors must be chosen from Preservation of Historic Winchester recommended combinations or approved by the Preservation of Historic Winchester Steering Committee.
9. Any changes in outside lighting fixtures must be approved by the Preservation of Historic Winchester Steering Committee.
10. Existing iron railing on front steps is to be replaced with a wooden railing of design approved by the Preservation of Historic Winchester Steering Committee.
11. Victorian front porch trim work is to be replaced in such a way as to duplicate the original pattern design. A sample of the original trim will be provided by Preservation of Historic Winchester.
12. Occupancy is limited to either single family or two-family occupancy.
13. No construction, alteration, remodeling or destruction shall be permitted on or to the property which would affect any improvements 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.
14. 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.
15. The Grantees shall commence restoration of the property within eighteen (18) months from this date and shall complete the restoration within twenty-four (24) months from this date. If such restoration has not been commenced within the said eighteen (18) 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.

- 16. 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.
- 17. At all times the property shall be maintained in good condition.
- 18. 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.
- 19. Preservation of Historic Winchester may inspect the property at reasonable times upon giving reasonable notice.
- 20. 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.
- 21. 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.
- 22. 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)
P.O.P.
Patricia L. Zontine, Vice-President

STATE OF VIRGINIA

County OF Fredrick, To-wit:

I, Thomas J. Chesler, a Notary Public, in and for the State and County aforesaid, do hereby certify that Patricia L. Zontine, Vice-President of Preservation of Historic Winchester, Inc., whose name is signed to the foregoing deed bearing date the 17th day of April, 1980, has this day personally appeared before me and acknowledged the same.

Given under my hand this 17th day of April, 1980.

My commission expires December 31, 1981.

Thomas J. Chesler
Notary Public