

2546

THIS DEED made and dated this 14 day of October, 1994, by and between PRESERVATION OF HISTORIC WINCHESTER, INC., a Virginia Corporation, party of the first part, hereinafter called the Grantor and LUTHER N. WALDEN, JR. and EMILY SUE WALDEN, husband and wife, parties of the second part, hereinafter called the Grantees.

GRANTEE ADDRESS:
810 Amherst Street
Winchester, VA 22601

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable consideration, the receipt of which is hereby acknowledged, the Grantor hereby grants, sells and conveys, with General Warranty of Title and English Covenants of Title unto the Grantees, in fee simple, as tenants by the entirety with the right of survivorship, the following described real estate and appurtenances, belonging thereto:

CONSIDERATION: \$74,300.00

All of that certain lot or parcel of land, together with the improvements thereon and the appurtenances thereunto belonging, lying and being situate on the North side of Amherst Street in the Corporate limits of the City of Winchester and fronting on said North side of Amherst Street a distance of 87 feet, more or less and being Parcel Two of a Deed dated March 27, 1990 from WALDON R. KERNS and GAYLE C. KERNS, his wife, to PRESERVATION OF HISTORIC WINCHESTER, INC., a Virginia Corporation and recorded in Deed Book 243, Page 129 of the land records in the Circuit Court for the City of Winchester, Virginia. This property is known as 810 Amherst Street, Winchester, Virginia.

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 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 as of this date.

5. The Grantees 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 Grantees attempt 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 Grantees, 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 Grantees, 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.

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 Grantees, their 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 Grantees; 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 that the Grantees shall have quiet 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: Eleanor Rodman (SEAL)
Eleanor Rodman, Vice-President

STATE OF VIRGINIA

AT LARGE, to-wit:

BK 266 PG 1490

I, Tina E. Edwards, a Notary Public, in and for the State At Large, do hereby certify that PRESERVATION OF HISTORIC WINCHESTER, INC., by Eleanor Rodman, as Vice-President, whose name is signed to the foregoing Deed bearing date the 14th day of October, 1994, personally appeared before me and acknowledged the same.

My Commission Expires: April 30 1996

Tina E. Edwards
Notary Public

VIRGINIA, CITY OF WINCHESTER, SCT.

This instrument of writing was produced to me on the 14th day of October, 1994, at 4:56 P.M., and with certificate of acknowledgment thereto annexed was admitted to record. Tax imposed by Sec. 58.1-802 of \$ 74.50, and 58.1-801 have been paid if assessable.

Seborah L. Payne Deputy
Clerk