



Reservations and Restrictions

1. All the lots shown hereon, being Lots 8 to 13 inclusive, Block 14, and Lots 7 to 9 inclusive, Block 17 shall be used for residential purposes only, and not for commercial purposes, and said property shall not be used for any purpose that will create a nuisance or annoyance in the neighborhood.
2. No residence lot shall be re-subdivided into building lots, except that a lot may be divided and added to adjoining lots.
3. No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the minimum building set-back line, except on Lot 8, Block 14. No building shall be located nearer to the front lot line than the set-back line established on the above recorded map #5 of William Fleming Court.
4. Easements for installation and maintenance of utilities are reserved along the rear five feet of each lot as shown on the recorded plat.
5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
6. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers.
7. No dwelling shall be permitted on any lot at a cost less than \$10,000.00 based upon cost levels prevailing on the date the covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein.
8. No residence is to be constructed on lot 8, Block 14 before storm water drain is installed for the area. It is to be retained as a seepage area for surface water absorption. Also an absorption area is to be retained along the westerly side of Lot 9, Block 14, as described on recorded map, until such time as storm water drain is installed. A residence may be constructed on Lot 9, but shall not be closer than 35 feet to the westerly side of said lot. The westerly 35 feet of said lot may be terraced but not completely filled.
9. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date of recordation of these covenants, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
10. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.
11. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
12. No house shall be erected on any lot exceeding two stories in height and a one or two car garage and not more than one such dwelling house shall be erected on any lot.
13. The owner reserves the right to change, modify, or annul these restrictions in whole or in part as she may see fit.

Legal Reference:

Lots 8 to 13 inclusive, Block 14 and Lots 7 to 9 inclusive, Block 17 as shown hereon was conveyed to Lena M. Nininger from Elmer K. Nininger by deed dated May 22, 1931 and recorded on June 12, 1931 in D.B. 204, Page 209, Roanoke County, Virginia.

Know All Men By These Presents, To Wit:

That Lena M. Nininger is the owner of the land shown hereon subdivided into lots 8 to 13 inclusive, Block 14 and Lots 7 to 9 inclusive, Block 17, known as map No 5 of portion of William Fleming Court. The said owner further certifies that she has subdivided this land into the lots and blocks as shown hereon entirely with her own free will and consent, in compliance with the Section of the Code of Virginia thereto applying. In witness thereof is hereby placed the signature and seal of the said owner on this 25 day of May, 1950.

Lena M. Nininger
Owner

(Seal)

City of Roanoke:

State of Virginia: To Wit,

I, W. E. Turner, Jr., a Notary Public in and for the aforesaid City and State, do hereby certify that Lena M. Nininger, whose name is signed to the annexed writing, bearing date of May 25, 1950, has personally appeared before me in my City and State and acknowledged the same on May 25, 1950.

My commission expires 4-16-54.

W. E. Turner, Jr.
Notary Public

In the Clerks Office of the Hustings Court of the City of Roanoke, Virginia this map with the certificates of acknowledgment thereto annexed is admitted to record on May 26, 1950 at 12:25 o'clock, P.M.

Teste: R. J. Watson, Clerk

By: J. L. Seymour Deputy Clerk

APPROVED:

J. R. Hildebrand May 25, 1950
Agent for Roanoke City Planning Board

H. C. Broussard May 25, 1950
City Engineer of Roanoke, Virginia

MAP NO. 5

Of Portion Of

WILLIAM FLEMING COURT

Lots 8 to 13 inclusive, Block 14
and
Lots 7 to 9 inclusive, Block 17
Property of

MRS. LENA M. NININGER

Roanoke,

Virginia

By: C. B. Malcolm & Son
State Cert. Engrs.

Date: May 25, 1950

Scale: 1" = 60 Ft.