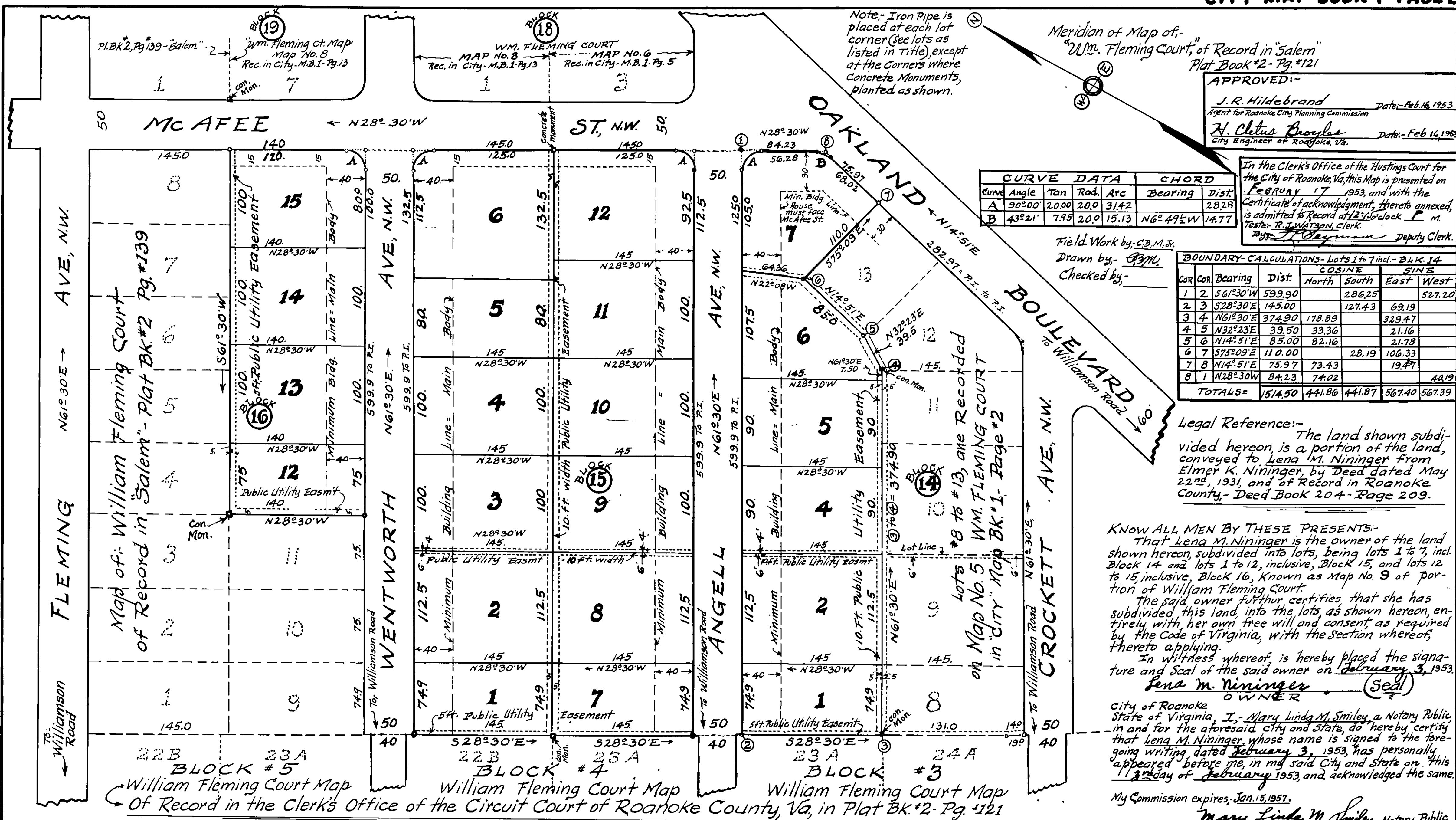




RESERVATIONS and RESTRICTIONS

① All of the lots of this MAP No. 3, as enumerated in the TITLE, hereon, shall be used for RESIDENTIAL PURPOSES only, and not for COMMERCIAL PURPOSES, and the 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 74.9 feet, and not nearer to the street, than the minimum set back line, shown hereon.

④ Easements for installation and maintenance of utilities are reserved along the rear 5 ft. of each lot, together with a certain 6 ft. width Utility Easement, as shown hereon.

⑤ No structure of a temporary character, such as 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, except in sanitary containers.

⑦ No dwelling shall be permitted on any lot at a cost less than \$12,000, based upon the cost levels prevailing on the date these covenants are recorded, if, 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 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 this map, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument, signed by the majority of the owners of the lots has been recorded, agreeing to change said covenants, in whole or in part.

⑨ 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.

⑩ Violation or 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.

⑪ 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.

⑫ The owner reserves the right to change, modify, or annul these reservations and restrictions, in whole or in part, as she may see fit.

KNOW ALL MEN BY THESE PRESENTS:-
That Lena M. Nininger is the owner of the land shown hereon, subdivided into lots, being lots 1 to 7, incl. Block 14 and lots 1 to 12, inclusive, Block 15, and lots 12 to 15, inclusive, Block 16, Known as Map No. 9 of portion of William Fleming Court.

The said owner further certifies that she has subdivided this land, into the lots as shown hereon, entirely with her own free will and consent, as required by the Code of Virginia, with the Section whereof, thereto applying.

In witness whereof is hereby placed the signature and Seal of the said owner on February 3, 1953.

Lena M. Nininger (Seal)
OWNER

City of Roanoke
State of Virginia, I, - Mary Linda M. Smiley, a Notary Public, in and for the aforesaid City and State, do hereby certify that Lena M. Nininger, whose name is signed to the foregoing writing dated February 3, 1953, has personally appeared before me, in my said City and State on this 1st day of February 1953 and acknowledged the same.

My Commission expires, Jan. 15, 1957.

Mary Linda M. Smiley Notary Public.

MAP No. 9

PORTION OF:-

WILLIAM FLEMING COURT
BEING:-

LOTS 1, 2, 4, 5, 6 & 7, - BLOCK 14

922 LOTS 1 to 12, inclusive, BLOCK 15

and LOTS 12 to 15, inclusive, BLOCK 16

Property of: **LENA M. NININGER**

Roanoke City, ^{By: C.B. Malcolm & Son.} Virginia
Date: Jan. 30, 1953. _{State Cert. Engrs.} Scale: 1" = 6'