

Meridian of
Map No 13
Wm Fleming Ct
M.B. 1, Pg. 114

Note: Parcel Bounded By Cors. G,H,E,F
to be dedicated for street purposes
By Oaklane Corp. - contains 0.15 Ac.

CURVE DATA							
Curve Lot B/LK	Angle	Tangent	Radius	Arc	Bearing	Dist.	
A 1 9	5°45'35"	50.58	1005.50	101.08	N23°12'12"W	101.04	
B 1 9	88°19'05"	29.13	30	46.24	N18°04'32"E	41.80	
C 13 9	90°43'20"	30.38	30	47.50	S70°12'10"E	42.69	
D 1 10	89°16'40"	29.62	30	46.74	N19°47'50"E	42.16	
E 5 10	109°06'00"	42.14	30	57.12	S61°00'50"E	48.88	

Note: Parcel Bounded By Cors. E,D,C,F
to be dedicated for street purposes
By R.D. Nininger et ux. - contains 0.05 Ac.

BOUNDARY DATA (Cors 1 thru 10 to 1)							
Corner	Bearing	Distance	North (Cos)	South	East (Sin)	West	
1-2	N23°12'12"W	101.04	92.87			39.81	
2-3	N26°05'W	20.15	18.10			8.86	
3-4	N18°04'32"E	41.80	39.74		12.97		
4-5	N62°14'05"E	79.01	36.34		67.03		
5-6	N64°26'10"E	682.54	294.53		615.72		
6-7	S61°00'50"E	48.88		23.69	42.76		
7-8	S6°27'50"E	95.29		94.68	10.73		
8-9	S15°22'00"E	20.48		19.78	5.32		
9-10	S64°26'10"W	673.09		290.45		607.19	
10-1	S62°14'05"W	815.91		380.09		721.97	
Totals			808.69	808.69	1377.85	1377.83	

Above Boundary Contains 5.182 Acres.

BOUNDARY DATA - Cors. A,B,G,H,E,D,C,7,6,5 to A							
Corner	Bearing	Distance	North (Cos)	South	East (Sin)	West	
A-B	N26°40'55"W	25.38	22.68			11.40	
B-G	N64°26'10"E	390.25	168.40		352.04		
G-H	N27°45'55"W	25.02	22.14			11.65	
H-D	N64°26'10"E	363.34	156.79		327.77		
D-7	S6°27'50"E	95.04		94.44	10.70		
7-6	N61°00'50"W	48.88		23.69		42.76	
6-5	S64°26'10"W	682.54		294.53		615.72	
5-A	S62°14'05"W	10.15		4.73		8.98	
Totals			393.70	393.70	690.51	690.51	

Above Boundary Contains 0.639 Acres.

APPROVED:

Agent for Roanoke City Planning Commission
Date
City Engineer of Roanoke, Virginia
Date

In the Clerk's Office of the Hustings Court for the City of Roanoke, Virginia, this map is presented on August 12, 1960, and with the certificate of dedication and acknowledgment thereto annexed, is admitted to record at 4:25 O'clock P. M.

Teste: W.H. Carr Clerk By Jena Testerman Deputy Clerk

Caption Legal Reference:

Being a portion of the property of R.D. Nininger and Flora M. Brugh in Will Bk. 19, Pg. 288, Also a portion of the property of Oaklane Corp. in Deed Bk. 37, Pg. 370, Also a portion of the property of R.D. Nininger et ux. in Deed Bk. 1030, Pg. 2.

MAP OF SECTION NO. 6
BLOCKS 9 & 10
FLEMING OAKS
PROPERTY OF
R.D. NININGER & FLORA M. BRUGH
ROANOKE, VIRGINIA
By C.B. Malcolm & Son
State Cert. Engrs.
DATE: JULY 25, 1960 SCALE: 1" = 100'

Comm. No. 10998

City Appr. Sheet No. 210

Remaining Property of R.D. Nininger & Flora M. Brugh
Will Book 19, Page 288

KNOW ALL MEN BY THESE PRESENTS:

That R. Douglas Nininger, whose wife's name is Ruth M. Nininger, and Flora M. Brugh, whose husband is Arthur M. Brugh, are the fee simple owners and proprietors of the land hereon shown to be subdivided, bounded as shown hereon in detail by outside corners F, E, D, C, to F, inclusive, subject only to the lien of a certain deed of trust dated April 29, 1958, from R. Douglas Nininger and Ruth M. Nininger to T.L. Plunkett, Jr. and J. Glenwood Strickler, Trustees, securing Oaklane Corporation, of record in the Clerk's Office of the Hustings Court of the City of Roanoke in D.B. 1031 Pg. 27, and that Oaklane Corporation is the fee simple owner and proprietor of the land hereon shown to be subdivided, bounded as shown hereon in detail by outside corners G, H, E, F, to G, inclusive; and that said land is not subject to any lien or encumbrance; the aforesaid portions of land hereon shown to be subdivided, known as Section No. 6, Fleming Oaks.

The undersigned owners, their wife and husband, the trustees, and beneficiary, as aforesaid certify that the said subdivision as appears on this plat is with the consent and in accordance with the desire of the undersigned parties.

The said owners, their wife and husband, with the consent of the undersigned trustees and beneficiary, hereby dedicate to and vest in the City of Roanoke, wherein said land lies, such portions of the premises platted as are on this plat set apart for streets, alleys, easements, or other public use, or for future street widening, in accordance with the provisions of the Subdivision Ordinance of the City of Roanoke, as amended, and the Virginia Land Subdivision Act.

Witness the signatures and seals of the owners, their wife and husband and the seals of the aforesaid Trustees, Beneficiary and the signature of said Corporation by J.H. Fralin, its president, with its corporate seal hereunto affixed and duly attested by C.F. Kefauver, its secretary, this 11 day of August, 1960.

R. Douglas Nininger Ruth M. Nininger
R. Douglas Nininger Ruth M. Nininger

Flora M. Brugh Arthur M. Brugh
Flora M. Brugh Arthur M. Brugh

T.L. Plunkett, Jr. J. Glenwood Strickler
T.L. Plunkett, Jr. J. Glenwood Strickler, Trustees

OAKLANE CORPORATION
By J.H. Fralin, President ATTEST: C.F. Kefauver, Secretary

State of Virginia } To Wit:
City of Roanoke }
I, Mary Louise M. Smiley, a notary public in and for the City of Roanoke, in the State of Virginia, do hereby certify that R. Douglas Nininger, Ruth M. Nininger, Flora M. Brugh and Arthur M. Brugh, her husband, and T.L. Plunkett, Jr. and J. Glenwood Strickler, Trustees, and J.H. Fralin and C.F. Kefauver, President and Secretary, respectively, of Oaklane Corp., whose names are signed to the foregoing writing dated the 11 day of August 1960, have each personally appeared before me in my City and State aforesaid, and acknowledged the same.

My Commission expires: January 2, 1961.
Given under my hand this 1 day of August, 1960.

Mary Louise M. Smiley
Notary Public

July 25, 1960
I hereby certify that this plat of survey is correct.
C.B. Malcolm & Son
State Cert. Surveyor

RESERVATIONS & RESTRICTIONS.

The following Reservations and Restrictions are made covenants running with the title of the land shown hereon subdivided, known as Section No. 6 - Fleming Oaks, and shall be binding upon 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.

1. All lots shown hereon shall be used for residential or religious 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 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 an average width of less than 70 feet, and not nearer to the street line than the minimum setback line where shown hereon.

4. Easements for installation and maintenance of utilities are reserved where shown hereon.

5. No structure of a temporary character such as a 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 residence may be erected on any lot shown hereon whose building cost for labor and materials is less than \$12,000 or the equivalent value of \$12,000 on date of recordation of this map, said house to have an enclosed living area not less than 1,200 sq. ft., exclusive of carport, porches, breezeway, and garage, except that said enclosed living area shall have not less than 1,100 sq. ft. where the area of carport, porches, breezeway, or garage is equivalent to or more than 250 sq. ft.

8. 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.

9. Enforcement of these covenants 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 judgement or court order, shall in no wise affect any of the other provisions which shall remain in full force and effect.

