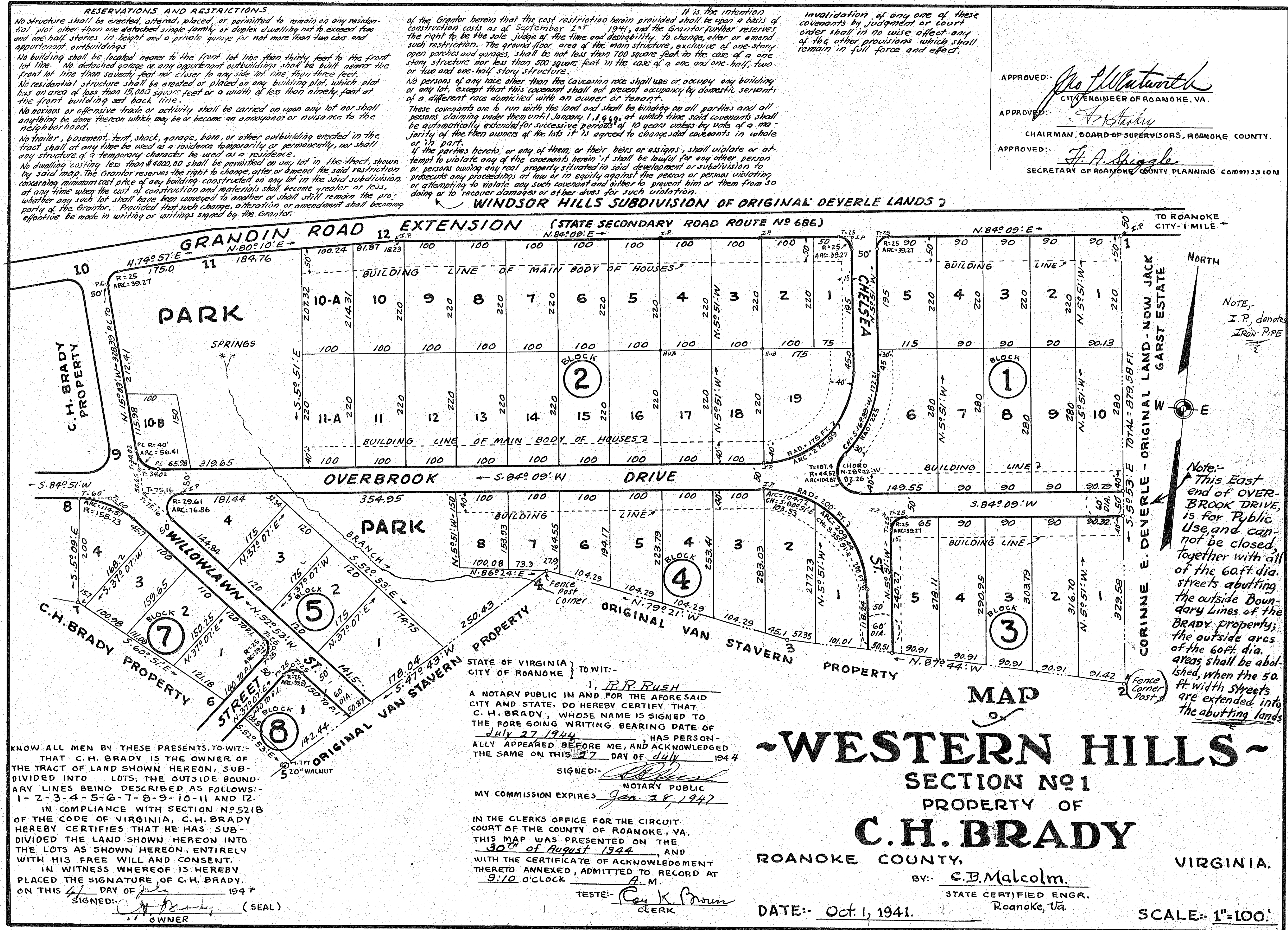




RESERVATIONS AND RESTRICTIONS

No structure shall be erected, altered, placed, or permitted to remain on any residential plot other than one detached single family or duplex dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars and appurtenant outbuildings.

No building shall be located nearer to the front lot line than thirty feet to the front lot line. No detached garage or any appurtenant outbuildings shall be built nearer the front lot line than seventy feet nor closer to any side lot line than three feet.

No residential structure shall be erected or placed on any building plot, which plot has an area of less than 15,000 square feet or a width of less than ninety feet at the front building set back line.

No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

No dwelling costing less than \$4000.00 shall be permitted on any lot in the tract shown by said map. The grantor reserves the right to change, alter or amend the said restriction concerning minimum cost price of any building constructed on any lot in the said subdivision at any time when the cost of construction and materials shall become greater or less, whether any such lot shall have been conveyed to another or shall still remain the property of the grantor. Provided that such change, alteration or amendment shall become effective be made in writing or writings signed by the grantor.

It is the intention of the Grantor herein that the cost restriction herein provided shall be upon a basis of construction costs as of September 1st 1941, and the Grantor further reserves the right to be the sole judge of the time and desirability to change, alter or amend such restriction. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 700 square feet in the case of a one story structure nor less than 500 square feet in the case of a one and one-half, two or two and one-half story structure.

No persons of any race other than the Caucasian race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1949, at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other relief for such violation.

WINDSOR HILLS SUBDIVISION OF ORIGINAL DEVERLE LANDS

APPROVED: *[Signature]*
CITY ENGINEER OF ROANOKE, VA.

APPROVED: *[Signature]*
CHAIRMAN, BOARD OF SUPERVISORS, ROANOKE COUNTY.

APPROVED: *[Signature]*
SECRETARY OF ROANOKE COUNTY PLANNING COMMISSION

NOTE: I.P. denotes IRON PIPE

Note: This East end of OVERBROOK DRIVE, is for Public Use and cannot be closed, together with all of the 60 ft. dia. streets abutting the outside boundary lines of the Brady property; the outside arcs of the 60 ft. dia. areas shall be abolished, when the 50 ft. width streets are extended into the abutting lands

KNOW ALL MEN BY THESE PRESENTS, TO-WIT:-

THAT C. H. BRADY IS THE OWNER OF THE TRACT OF LAND SHOWN HEREON, SUBDIVIDED INTO LOTS, THE OUTSIDE BOUNDARY LINES BEING DESCRIBED AS FOLLOWS:-

1-2-3-4-5-6-7-8-9-10-11 AND 12.

IN COMPLIANCE WITH SECTION No 5218 OF THE CODE OF VIRGINIA, C. H. BRADY HEREBY CERTIFIES THAT HE HAS SUBDIVIDED THE LAND SHOWN HEREON INTO THE LOTS AS SHOWN HEREON, ENTIRELY WITH HIS FREE WILL AND CONSENT.

IN WITNESS WHEREOF IS HEREBY PLACED THE SIGNATURE OF C. H. BRADY.

ON THIS 27 DAY OF JULY 1944

SIGNED: *[Signature]* (SEAL)
OWNER

STATE OF VIRGINIA } TO WIT:-
CITY OF ROANOKE }

I, P. R. RUSH
A NOTARY PUBLIC IN AND FOR THE AFORESAID CITY AND STATE, DO HEREBY CERTIFY THAT C. H. BRADY, WHOSE NAME IS SIGNED TO THE FORE GOING WRITING BEARING DATE OF JULY 27 1944, HAS PERSONALLY APPEARED BEFORE ME, AND ACKNOWLEDGED THE SAME ON THIS 27 DAY OF JULY 1944

SIGNED: *[Signature]*
NOTARY PUBLIC

MY COMMISSION EXPIRES JAN. 28, 1947

IN THE CLERKS OFFICE FOR THE CIRCUIT COURT OF THE COUNTY OF ROANOKE, VA. THIS MAP WAS PRESENTED ON THE 30th of August 1944, AND WITH THE CERTIFICATE OF ACKNOWLEDGMENT THEREO ANNEXED, ADMITTED TO RECORD AT 9:10 O'CLOCK A.M.

TESTE: *[Signature]*
CLERK

MAP

-WESTERN HILLS-

SECTION No 1

PROPERTY OF

C. H. BRADY

ROANOKE COUNTY, VIRGINIA.

BY: C. B. Malcolm.
STATE CERTIFIED ENGR.
Roanoke, Va.

DATE: Oct. 1, 1941.

SCALE: 1"=100'