

~RESTRICTIONS~

ALL PERSONS WHO SHALL ACQUIRE ANY LAND DESCRIBED ON THIS MAP SHALL TAKE & HOLD THE SAME, AND AGREE AND COVENANT WITH THE OWNERS OF SAID LAND, AND THEIR ASSIGNS, TO CONFORM TO AND OBSERVE THE FOLLOWING RESTRICTIONS AND CONDITIONS AS TO THE USE THEREOF, WHICH RESTRICTIONS AND CONDITIONS SHALL CONTINUE AND BE BINDING UPON THE OWNERS AND OCCUPANTS OF THE LAND, THEIR HEIRS AND ASSIGNS, FOR A PERIOD OF 50 YEARS FROM SEPTEMBER 1, 1948; AND IT IS COVENANTED AND AGREED THAT AS A PART OF THE CONSIDERATION OF THE PURCHASE OF THE LAND DESCRIBED ON THIS MAP THAT THE RESTRICTIONS AND CONDITIONS SHALL BE MADE COVENANTS RUNNING WITH THE LAND.

1. NO PORTION OF THE LAND SHALL BE SOLD, LEASED, USED, OWNED, OR OCCUPIED BY A PERSON OF ANY RACE OTHER THAN THE CAUCASIAN, AND NO PORTION OF THE LAND HEREBY CONVEYED SHALL BE SOLD TO, LEASED, USED, OWNED, OR OCCUPIED BY NEGROES, TURKS, GREEKS, HEBREWS, ASSYRIANS, SYRIANS, LEBANESE, MONGOLIANS, OR BY ANY PERSON WHO BELONGS TO ANY RACE, CREED, OR SECT WHICH RECOGNIZES OR OBSERVES ANY DAY OF THE WEEK OTHER THAN THE FIRST DAY OF THE WEEK TO BE THE SABBATH, OR ANY CORPORATION OR CLAN COMPOSED OF OR CONTROLLED BY ANY SUCH PERSONS OR PERSON; HOWEVER, THIS COVENANT SHALL NOT PREVENT PERSONS WHO LAWFULLY MAY OCCUPY SAID LAND FROM HAVING NEGRO DOMESTIC SERVANTS WORKING AND RESIDING IN THEIR HOMES OR SERVANT'S QUARTERS.

2. NO PORTION OF THE LAND SHALL BE IMPROVED OR OCCUPIED FOR OTHER THAN RESIDENTIAL PURPOSES, AND NO FLAT, DUPLEX HOUSE, APARTMENT HOUSE, TRAILER, OR TEMPORARY LIVING QUARTERS SHALL BE ERECTED THEREON.

3. NO RESIDENCE SHALL BE ERECTED ON THE LAND COSTING LESS THAN \$15,000.00 AND THE COST PRICE SHALL BE CALCULATED BY USING PRICES PREVAILING AUGUST, 1948, (NECESSARY OUTBUILDINGS EXCEPTED), AND THE GROUND FLOOR SQUARE FOOT AREA SHALL NOT BE LESS THAN 800 SQUARE FEET IN THE EVENT OF A ONE- FLOOR RESIDENCE, NOR LESS THAN 600 SQUARE FEET IN THE EVENT OF A ONE AND ONE- HALF OR TWO STORY RESIDENCE.

4. NO RESIDENCE SHALL BE ERECTED ON THE LAND, THE MAIN BODY OF WHICH IS CLOSER THAN 50 FEET TO THE FRONT LINE ON THE LOT ON WHICH IT IS ERECTED, AND ANY SUCH HOUSE ERECTED ON A LOT MUST FACE THE STREET IN FRONT OF THE LOT ON WHICH IT IS BUILT.

5. NO RESIDENCE SHALL BE ERECTED ON ANY LOT NEARER THAN 20 FEET TO THE ADJOINING LOT, AND NOT MORE THAN ONE RESIDENCE SHALL BE ERECTED ON ANY ONE LOT; HOWEVER, THE SIDE-LINE RESTRICTIONS SHALL NOT APPLY TO A GARAGE OR OTHER OUTBUILDING AND SHALL NOT PREVENT THE OWNER OF TWO ADJOINING LOTS FROM ERECTING A RESIDENCE ON THE RESTRICTED AREA BETWEEN SAID TWO ADJOINING LOTS, BUT IN SUCH CASE NOT MORE THAN ONE RESIDENCE SHALL BE ERECTED ON THE SAID COMBINED LOTS.

6. NO INTOXICATING LIQUORS SHALL BE SOLD ON ANY OF THE LOTS, NOR SHALL ANY COWS, HOGS, SHEEP, GOATS, OR HORSES BE KEPT THEREON; NOR SHALL ANY NOXIOUS OR OFFENSIVE TRADE BE CARRIED ON UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR BECOME A NUISANCE TO THE NEIGHBORHOOD.

7. SUCH ACTIVITIES AS GARDENING AND POULTRY RAISING SHALL BE CONFINED TO THE REAR ONE- HALF PORTION OF THE LOTS; AND NO POULTRY HOUSE SHALL BE ERECTED OVER ONE STORY HIGH OR CONTAINING MORE THAN 180 SQUARE FEET OF AREA, AND THERE SHALL BE BUT ONE SUCH POULTRY HOUSE FOR EACH LOT.

8. INVALIDATION OF ANY ONE OF THESE COVENANTS BY ANY JUDGMENT OR COURT ORDER SHALL IN NO WISE AFFECT ANY OF THE OTHER PROVISIONS.

9. NOTHING IN THE RESTRICTIONS OR CONDITIONS SHALL PREVENT ANY LAWFUL OWNER FROM GIVING A GOOD AND UNENCUMBERED TITLE TO ANY PRIVATE LENDER, FINANCIAL OR LENDING INSTITUTION, FREE FROM ALL RESTRICTIONS; BUT IN THE EVENT OF A FORECLOSURE, THE PROPERTY FORECLOSED SHALL BE SOLD SUBJECT TO ALL RESTRICTIONS AND CONDITIONS.

10. IF ANY OWNER OR OCCUPANT OF A LOT OR LOTS, OR THEIR HEIRS OR ASSIGNS, SHALL VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE RESTRICTIONS OR CONDITIONS DESCRIBED HEREIN WITHIN THE TIME SPECIFIED, ANY OTHER PERSONS OR PERSON OWNING ANY OTHER LOT OR LOTS IN THE SAID SUB-DIVISION MAY PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE SUCH RESTRICTIONS AND CONDITIONS TO ENJOIN THE VIOLATION OR RECOVER DAMAGES.

KNOW ALL MEN BY THESE PRESENTS:

THAT E.B. WRIGHT IS THE OWNER OF THIS SUB-DIVISION KNOWN AS "BRYMOOR PARK", WHICH LAND IS BOUNDED BY THE COURSES AND DISTANCES AS SHOWN HEREON. THE SAID OWNER FURTHER CERTIFIES THAT HE HAS SUBDIVIDED THIS LAND ENTIRELY WITH HIS OWN FREE WILL AND CONSENT, IN COMPLIANCE WITH THE SECTION OF THE CODE OF THE COMMONWEALTH OF VIRGINIA THERETO APPLYING.

IN WITNESS WHEREOF IS HEREBY PLACED THE SIGNATURE AND SEAL OF THE SAID OWNER ON THIS 22 DAY OF Sept., 1948.

E.B. Wright (SEAL)
OWNER

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

A NOTARY PUBLIC IN AND FOR THE CITY AND STATE AFORESAID, DO HEREBY CERTIFY THAT E.B. WRIGHT WHOSE NAME IS SIGNED TO FOREGOING WRITING, BEARING DATE OF Sept. 22nd, 1948 HAS PERSONALLY APPEARED BEFORE ME IN MY CITY AND STATE, AND ACKNOWLEDGED THE SAME ON THIS 22nd DAY OF Sept., 1948.

SIGNED: *C.S. Williams*
NOTARY PUBLIC
MY COMMISSION EXPIRES 3/27/50

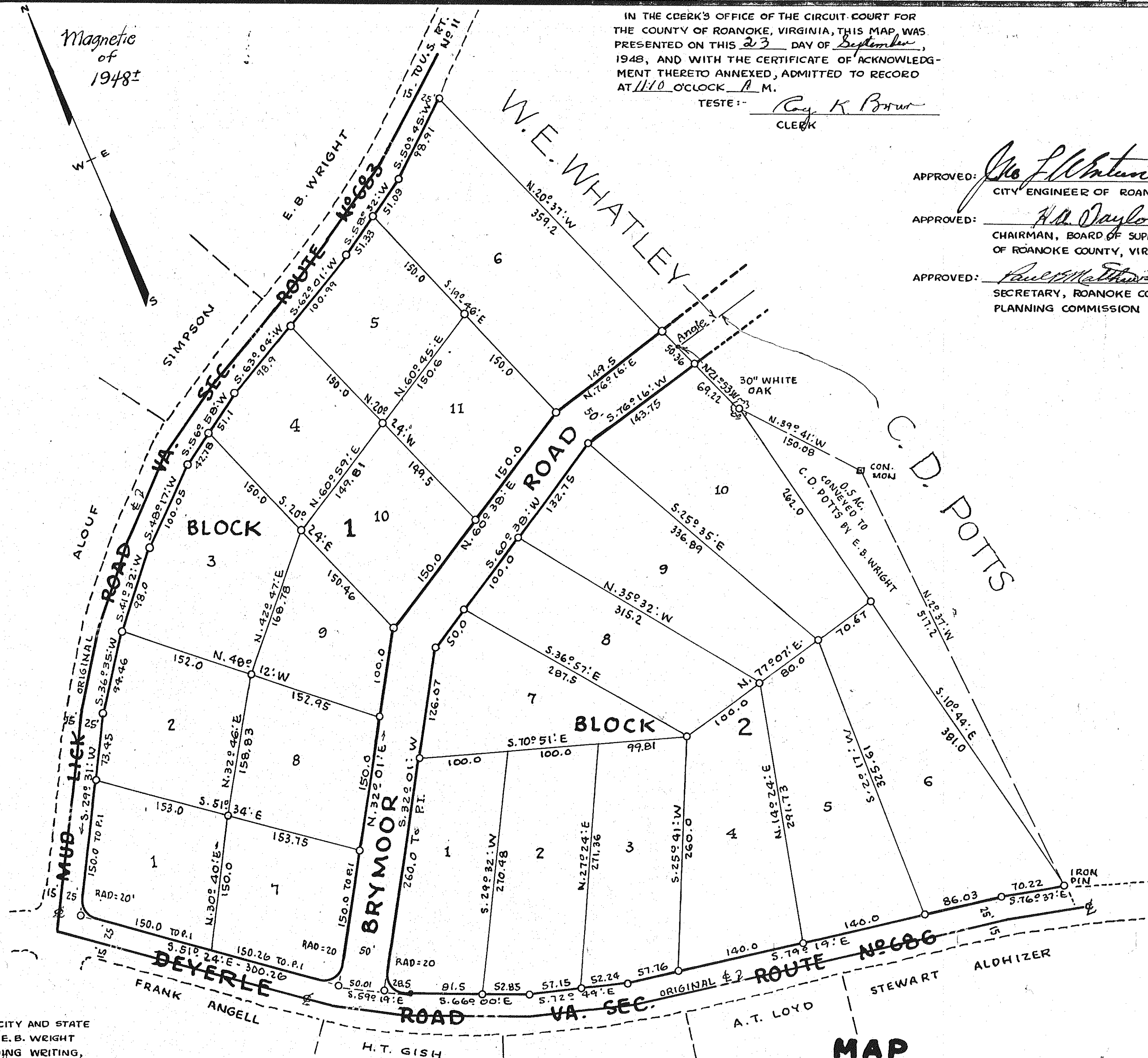
IN THE CLERK'S OFFICE OF THE CIRCUIT COURT FOR THE COUNTY OF ROANOKE, VIRGINIA, THIS MAP WAS PRESENTED ON THIS 23 DAY OF September, 1948, AND WITH THE CERTIFICATE OF ACKNOWLEDGMENT THERETO ANNEXED, ADMITTED TO RECORD AT 11:10 O'CLOCK A M.

TESTE: *Ray K. Brown*
CLERK

APPROVED: *Geo. F. Whitworth*
CITY ENGINEER OF ROANOKE, VA.

APPROVED: *H.D. Taylor*
CHAIRMAN, BOARD OF SUPERVISORS OF ROANOKE COUNTY, VIRGINIA.

APPROVED: *Paul C. McArthur*
SECRETARY, ROANOKE COUNTY PLANNING COMMISSION



MAP
OF
~BRYMOOR PARK~

PROPERTY OF
E.B. WRIGHT

LOCATED AT INTERSECTION OF MUD LICK RD. AND DEVERLE RD.
IN CAVE SPRING DISTRICT

ROANOKE CO. BY: *C.B. Malcolm* VIRGINIA

DATE: SEPT. 14, 1948

STATE CERT. ENGR.
Roanoke, Va.

SCALE- 1" = 80'

Note Book - L1-47