

Note: The boundary of Section No.2, Hemlock Hills contains a grass area of 3.5 Acres, more or less and contains a net area, exclusive of the 40 ft radius turnaround, of 3.373 Acres

Boundary Data: Section No.2 Hemlock Hills

Line	Bearing	Distance	N.	S.	E.	W.
1-2	N. 78°47'W	336.89	65.53			330.46
2-3	N 10°13'E	437.56	430.62		77.61	
3-4	S. 79°47'E	331.50		58.80	326.24	
4-5	S. 9°52'W	191.96		189.12		32.89
5-1	S. 9°16'W	251.50		248.26		40.50
			496.15	496.18	403.85	403.85

Reservations and Restrictions

- All of the lots in Blocks 2 & 3, Section No. 2, Hemlock Hills, as shown 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.
- These lots may not be resubdivided so as to create additional building lots, except that individual lot lines between building sites may be adjusted.
- No dwelling shall be erected or placed on any lot or portions of lots having a width of less than 75 feet, and with the main body of said dwelling not nearer to the street than 40 ft.
- Easements for installation and maintenance of Utilities & drainage are reserved where shown hereon.
- No structure of a temporary nature 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.
- No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, except in sanitary containers.
- No dwelling shall be permitted on any lot whose construction cost less than \$12,000, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this 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.
- 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 or portions of lots having a width less than 75 feet.
- No fowl, hogs, goats, or other livestock will be allowed on the lots shown hereon.
- These covenants are to run with the land 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 a majority of owners of the lots, has been recorded agreeing to change said covenants in whole or in part.
- 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.
- 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.

See D.B. 494 - Pg. 344

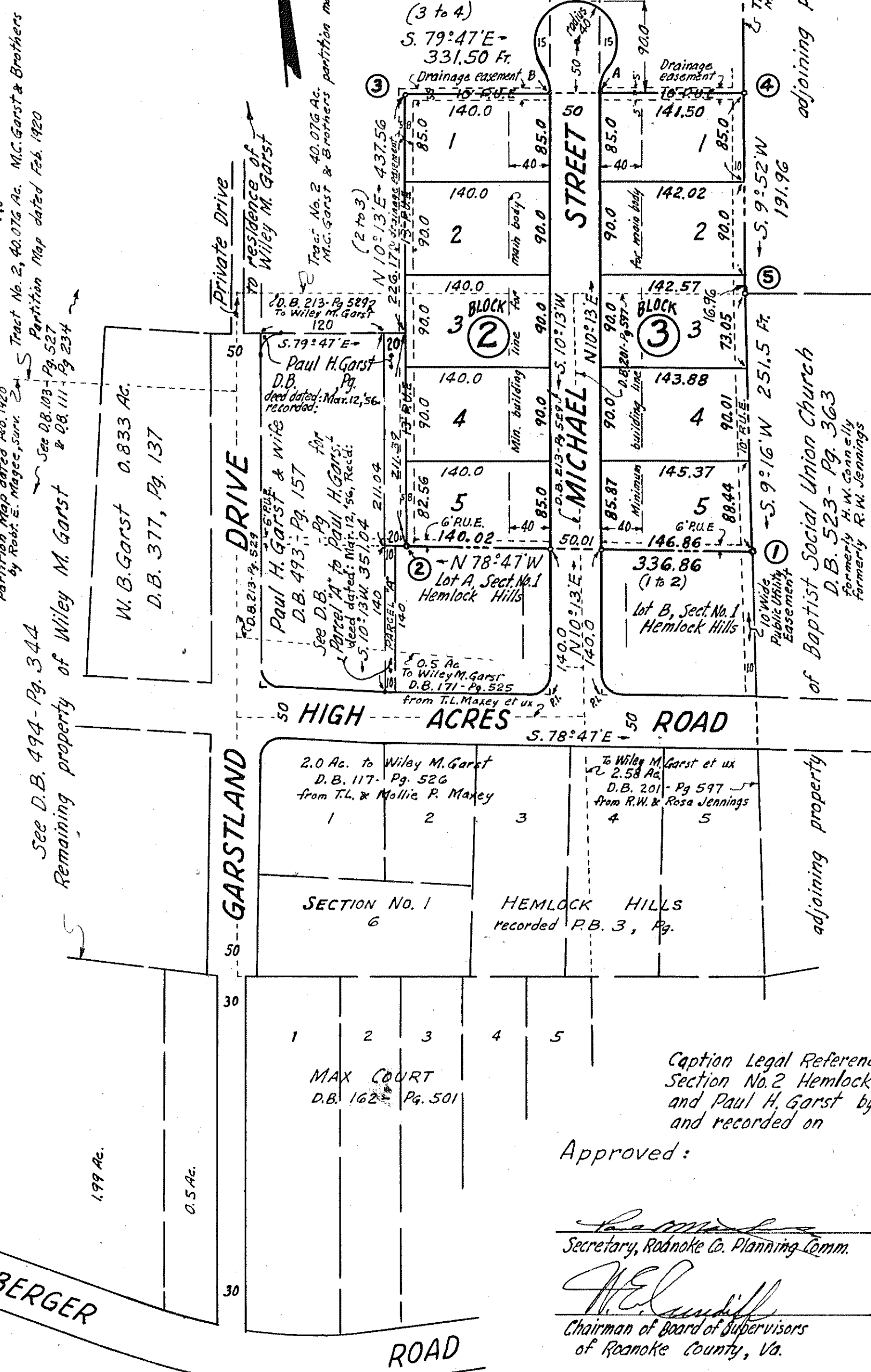
Remaining property of Wiley M. Garst

Tract No. 2 - M.C. Garst & Bros.
Partition Map

N
Meridian
of Map of
Section No.1
Hemlock
Hills
P.B. 3, Pg. 165

Note: 40 ft radius turnaround, extending 90 ft northerly from points A & B is hereby dedicated to Roanoke County Board of Supervisors for street use.

Segments of turnaround outside of 50 ft. width street shall automatically revert to adjoining owner when Michael St. is continued.



Know All Men By These Presents, To Wit:
That Elizabeth Annette Garst Elmore and William A. Elmore, her husband, and Paul H. Garst and Doris Driscoll Garst, his wife, are the owners of the 3.5 acre ± parcel bounded by corners 1-2-3-4-5-1 as shown hereon, to be known as Blocks 2 & 3, Section No. 2 Hemlock Hills.

The said owners certify that they hereby dedicate that portion of Michael Street in their boundary, including the turnaround as shown hereon, and deed same in fee simple to the Roanoke County Board of Supervisors for street use.

The said owners further certify that they have subdivided this land entirely with their own free will and consent, as required by Section 15-797 of the 1950 Code of Virginia.

In witness whereof are hereby placed the signatures of Elizabeth Annette Garst Elmore and William A. Elmore on March 31, 1956 and Paul H. Garst and Doris Driscoll Garst on March 31, 1956.

Elizabeth Annette Garst Elmore (Seal) William A. Elmore (Seal)
Owner Owner

Paul H. Garst (Seal) Doris Driscoll Garst (Seal)
Owner Owner

State of Virginia } To Wit:
City of Roanoke

I, Mary Linda M. Smiley, a Notary Public in and for the aforesaid City, County and State do hereby certify that Elizabeth Annette Garst Elmore and William A. Elmore, whose names are signed to the above writing dated March 31, 1956 have each personally appeared before me in my aforesaid City, County and State and acknowledged the same on March 31, 1956.

My Commission Expires January 15, 1957 Mary Linda M. Smiley
Notary Public

State of Virginia } To Wit:
City of Roanoke

I, Mary Linda M. Smiley, a Notary Public in and for the aforesaid City and State do hereby certify that Paul H. Garst and Doris Driscoll Garst, whose names are signed to the above writing dated March 31, 1956 have each personally appeared before me in my aforesaid City and State and acknowledged the same on March 31, 1956.

My Commission Expires January 15, 1957 Mary Linda M. Smiley
Notary Public

In the Clerk's Office of the Circuit Court for the County of Roanoke, Va., this map is presented on April 23, 1956 and with the certificates of dedication and acknowledgment thereto annexed, is admitted to Record at 10 o'clock A. M.

Caption Legal Reference: The 3.5 acre ± tract shown subdivided hereon as Section No. 2 Hemlock Hills was conveyed to Elizabeth Annette Garst Elmore and Paul H. Garst by Wiley M. and Bertha M. Garst by deed dated March 12, 1956, and recorded on

Approved:
Secretary, Roanoke Co. Planning Comm. 4-11-56
Date
Chairman of Board of Supervisors of Roanoke County, Va. 4-11-56
Date
City Engineer of Roanoke, Va. 4-23-56
Date
Agent, Roanoke City Planning Comm. 4-23-56
Date

MAP OF
SECTION No. 2
HEMLOCK HILLS
PROPERTY OF
ELIZABETH ANNETTE GARST ELMORE & W.A. ELMORE,
PAUL H. GARST & DORIS DRISCOLL GARST
SITUATE NORTH OF HERSHBERGER ROAD
BETWEEN COVE ROAD & PETERS CREEK ROAD
ROANOKE COUNTY, VIRGINIA.
BY: C.B. MALCOLM & SON
STATE CERT. ENGRS. & SURV.
DATE: MARCH 24, 1956 SCALE: 1" = 100'

