

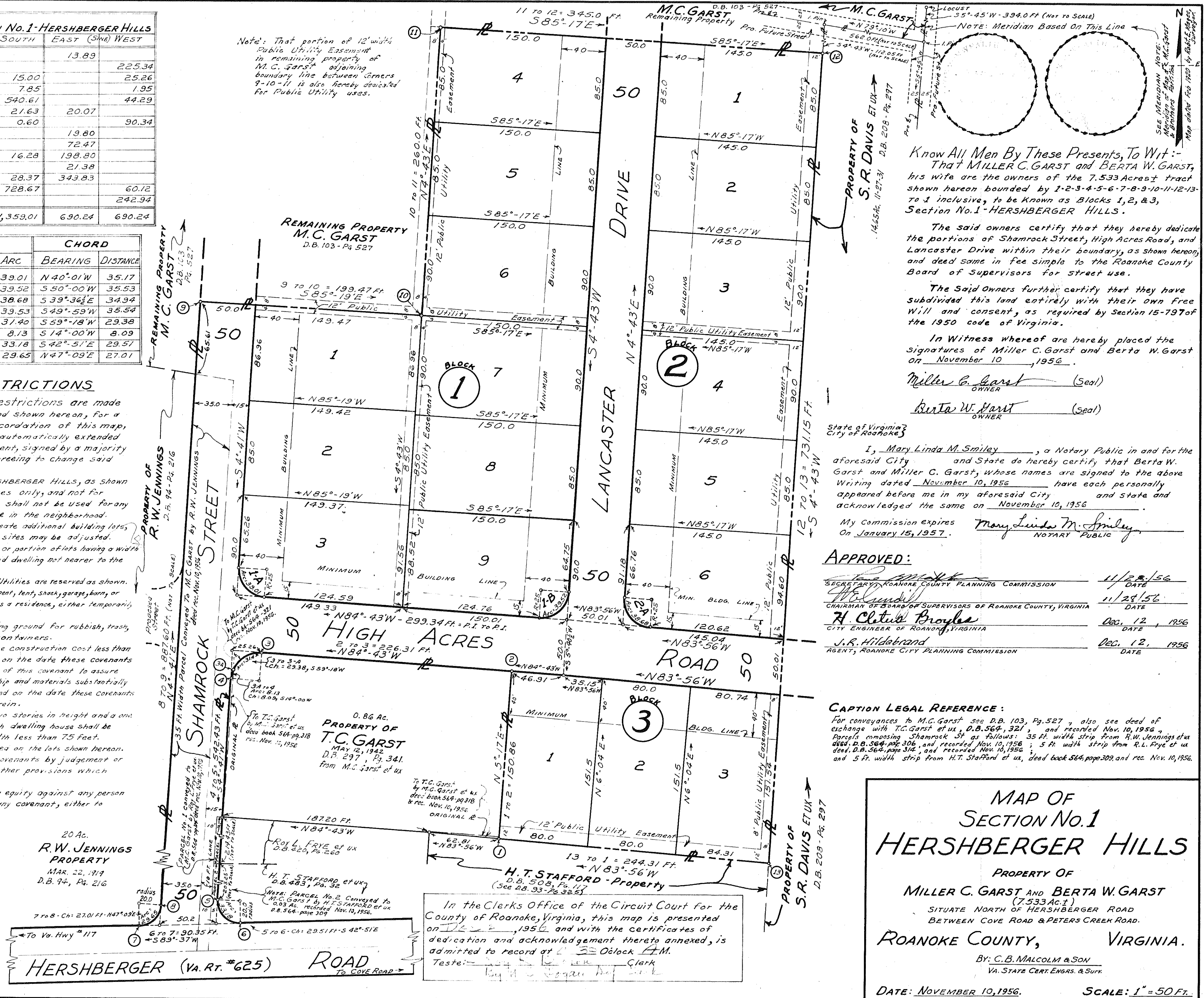
BOUNDARY DATA: SECTION No. 1 - HERSHBERGER HILLS					
LINE	BEARING	DISTANCE	NORTH (Cts) SOUTH	EAST (Shrs) WEST	
1-2	N 5°-17'E	150.86	150.22	13.89	
2-3	N 84°-43'W	226.31	20.84		225.34
3-4	S 59°-18'W	29.38		15.00	25.26
4-5	S 14°-00'W	8.09		7.85	1.95
5-6	S 42°-51'E	542.43		540.61	44.29
6-7	S 89°-37'W	29.51		21.63	20.07
7-8	N 47°-09'E	90.35		0.60	90.34
8-9	N 4°-41'E	27.01	18.37		19.80
9-10	S 85°-19'E	887.60	884.64		72.47
10-11	N 4°-43'E	199.47		16.28	198.80
11-12	S 85°-17'E	260.00	259.12		21.38
12-13	S 4°-43'W	345.00		28.37	343.83
13-1	N 83°-56'W	731.15		728.67	60.12
TOTALS		3,771.47	1,359.01	1,359.01	690.24

CURVE DATA						CHORD	
CURVE	LOT	BLOCK	ANGLE	TANGENT	RADIUS	ARC	DISTANCE
1-A	3	1	89°-24'	24.74	25.0	39.01	N 40°-01'W 35.17
1-B	9	1	90°-34'	25.25	25.0	39.52	S 50°-00'W 35.53
2-A	6	2	88°-39'	24.42	25.0	38.68	S 39°-36'E 34.94
3-A	4	3	90°-36'	25.26	25.0	39.53	S 49°-59'W 35.54
3-B	10	3	71°-58'	18.15	25.0	31.40	S 59°-18'W 29.38
3-C	10	3	18°-38'	8.43	25.0	8.13	S 14°-00'W 8.09
5-A	6	5	95°-04'	21.85	20.0	33.18	S 42°-51'E 29.51
5-B	8	5	84°-56'	18.30	20.0	29.65	N 47°-09'E 27.01

RESERVATIONS & RESTRICTIONS

The following Reservations and Restrictions are made covenants running with the title of the land shown hereon, for a period of 25 years from the date of recordation of this map, after which time said covenants shall be automatically extended for periods of 10 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.

- All of the lots in this Section No. 1 - HERSHBERGER 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 subdivided 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 portion 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 feet, except as shown hereon.
- Easements for installation and maintenance of utilities are reserved as shown.
- No structure of a temporary nature 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.
- 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 \$12,500.00, 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 portion of lots having a width less than 75 feet.
- No fowl, hogs, goats, or other livestock will be allowed on the lots shown hereon.
- 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.
- 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.



Know All Men By These Presents, To Wit:- That MILLER C. GARST and BERTA W. GARST, his wife are the owners of the 7.533 Acres tract shown hereon bounded by 1-2-3-4-5-6-7-8-9-10-11-12-13 to 1 inclusive, to be known as Blocks 1, 2, & 3, Section No. 1 - HERSHBERGER HILLS.

The said owners certify that they hereby dedicate the portions of Shamrock Street, High Acres Road, and Lancaster Drive within their boundary, 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 Miller C. Garst and Berta W. Garst on November 10, 1956.

Miller C. Garst (Seal)
Berta W. Garst (Seal)

I, Mary Linda M. Smiley, a Notary Public in and for the aforesaid City and State do hereby certify that Berta W. Garst and Miller C. Garst, whose names are signed to the above Writing dated November 10, 1956 have each personally appeared before me in my aforesaid City and State and acknowledged the same on November 10, 1956.

My Commission expires January 15, 1957.

Mary Linda M. Smiley
NOTARY PUBLIC

APPROVED:

SECRETARY, ROANOKE COUNTY PLANNING COMMISSION
11/28/56
DATE

CHAIRMAN OF BOARD OF SUPERVISORS OF ROANOKE COUNTY, VIRGINIA
11/28/56
DATE

H. C. Broyles
CITY ENGINEER OF ROANOKE, VIRGINIA
DEC. 12, 1956
DATE

J. R. Hildebrand
AGENT, ROANOKE CITY PLANNING COMMISSION
DEC. 12, 1956
DATE

CAPTION LEGAL REFERENCE:

For conveyances to M.C. Garst see D.B. 103, Pg. 527, also see deed of exchange with T.C. Garst et ux, D.B. 564, 321, and recorded Nov. 10, 1956. Parcels embracing Shamrock St. as follows: 35 ft. width strip from R.W. Jennings et ux, D.B. 564, page 306, and recorded Nov. 10, 1956; 5 ft. width strip from R.L. Frye et ux, D.B. 564, page 314, and recorded Nov. 10, 1956; and 5 ft. width strip from H.T. Stafford et ux, deed book 564, page 308 and rec. Nov. 10, 1956.

MAP OF SECTION No. 1 HERSHBERGER HILLS

PROPERTY OF MILLER C. GARST AND BERTA W. GARST (7.533 AC.)

SITUATE NORTH OF HERSHBERGER ROAD BETWEEN COVE ROAD & PETERS CREEK ROAD.

ROANOKE COUNTY, VIRGINIA.

By: C. B. MALCOLM & SON
VA. STATE CERT. ENGRS. & SURV.

DATE: NOVEMBER 10, 1956. SCALE: 1" = 50 FT.