

RESERVATIONS & RESTRICTIONS

1. All of the lots in this Section No. 6 Hemlock Hills shall be used for residential purposes only and the said property shall not be used for any purpose that will create a nuisance or annoyance in the neighborhood.

2. No lot shall be subdivided into building lots, except that a lot may be divided and added on to an adjoining lot.

3. No dwelling shall be erected on any lot having a width of less than 75 feet, and not nearer the street than the minimum set back line shown hereon.

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

5. No structure of a temporary nature such as a trailer, basement, tent, shack, or garage or other outbuilding, shall be used 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 dwelling shall be permitted on any lot at a cost less than \$4,000 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the 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. The above cost pertains to construction cost.

8. Any retaining wall or walls which may be built along or near lot lines, shall be constructed of stone, brick or poured concrete.

9. 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.

10. No fowl, hogs, goats, or other livestock will be allowed on the lots shown hereon.

11. These covenants are to run with the land, 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 automatically be extended for successive periods of ten years, unless an instrument, signed by the majority of owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

12. 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.

13. 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.

KNOW ALL MEN BY THESE PRESENTS:

That Wiley M. Garst and Bertha M. Garst are the fee simple owners and proprietors of the land shown hereon to be subdivided, known as Section No. 6 Hemlock Hills, bounded as shown hereon in detail by corners 1 thru 6 inclusive and said land is not subject to any lien or encumbrance.

The undersigned owners and proprietors, certify that the said subdivision as appears on this plat is with the consent and in accordance with the undersigned parties.

The said owners and proprietors, hereby dedicate to and vest in the County of Roanoke, wherein said land lies, such portions of the premises platted as are on this plat set apart for streets, easements, or other public use, or for future street widening in accordance with the provisions of the land subdivision ordinance of the County of Roanoke, as amended, and the Virginia Land Subdivision Act.

The undersigned owners doth, by virtue of recordation of this plat, dedicate certain drainage easements of varying widths as shown on the annexed plat, for drainage purposes, and the owners doth further, as a condition precedent to the approval of the final plat and subdivision and the acceptance of the dedication of the streets shown thereon by the Board of Supervisors of Roanoke County, on their own behalf and for and on account their heirs, successors, devisees, and assigns, specifically release the County of Roanoke and the Virginia Department of Highways from any and all claims for damages which such owner or owners, his or their heirs, successors, devisees, and assigns, may or might have against the County or Virginia Department of Highways by reasons of establishing proper grade lines on and along such streets and alleys as shown on the plat of the land subdivided (or such changed streets or alleys as may be agreed upon in the future) and by reason of doing necessary grading, cutting or filling for the purpose of placing such streets and alleys upon the proper grade as may, from time to time be established by said County or Virginia Department of Highways and said County or Virginia Department of Highways shall not be required to construct any retaining wall or walls along the streets and alleys and property lines thereon.

In witness where of, is hereby placed the signatures and seals of said owners on this the 8 Day of APRIL, 1960.

Wiley M. Garst Seal
Wiley M. Garst

Bertha M. Garst Seal
Bertha M. Garst

State Of Virginia.
City Of Roanoke.

To Wit:
I, Mary Linda M. Smiley, a Notary Public in and for the city of Roanoke and the State of Virginia, do hereby certify that Wiley M. Garst and Bertha M. Garst, whose names are signed to the above writing dated APRIL 8, 1960 have each personally appeared before me in my City and State, and acknowledged the same on APRIL 8, 1960.
My commission expires January 2, 1961.

Mary Linda M. Smiley
Notary Public

In the Clerk's Office of the Circuit Court for the County of Roanoke, Virginia, this Map is presented on APRIL 7, 1960, and with the certificates of dedication and acknowledgement thereto annexed, is admitted to record at 2:20 o'clock P.M.

Teste: Ray H. Brown, Clerk
James F. Loday, Deputy Clerk

BOUNDARY DATA: This boundary contains 3.146 Acres±						
LINE	BEARING	DIST.	N. (COS)	S.	E. (SIN)	W.
1-2	N76°17'W	361.06	85.61			350.76
2-3	N7°17'E	371.72	368.72		47.12	
3-4	S77°34'E	371.01		79.88	362.31	
4-5	S13°43'W	157.68		153.18		37.39
5-6	S18°44'30"E	59.25		56.10	19.03	
6-1	S13°43'W	170.02		165.17		40.31
Totals			454.33	454.33	428.46	428.46

CURVE DATA							
Curve	Lot	BL'K	Angle	Tan.	Rad.	Arc.	Chord
							Bearing Dist.
A	1	12	21°21'	47.12	250.0	93.16	N65°36'30"W 92.62
B	1	14	95°00'	32.74	30.0	49.74	S56°13'W 44.24
C	1	13	85°00'	27.49	30.0	44.50	N33°47'W 40.53
D	1	13	16°25'10"	43.28	300.0	85.97	S68°04'25"E 85.68

APPROVED:

James F. Loday 5/2/60
Chairman of Board of Supervisors of Roanoke Co. Date

James F. Loday 5/2/60
Secretary of Roanoke County Planning Commission Date

John C. Boyles 6-2-60
City Engineer of Roanoke, Virginia Date

Wm. K. Simbach 6-2-60
Agent for Roanoke City Planning Commission Date

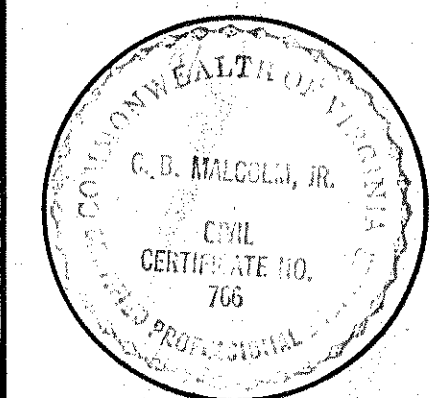
LEGEND:

P.U.E. = Public Utility Easement
D.E. = Drainage Easement
T.&E.E. = Telephone & Electric Pole Line Easement
B.L. = Minimum Building Line Main Body

CAPTION LEGAL REFERENCE:

The land shown subdivided hereon is a portion of the property of Wiley M. Garst and Bertha M. Garst recorded in Salem D. B. 494 Pg. 344.

MAP OF
SECTION NO. 6
HEMLOCK HILLS
PROPERTY OF
WILEY M. GARST & BERTHA M. GARST
Situate North of Hershberger Road near North Limits
of Roanoke City
ROANOKE COUNTY, VIRGINIA
By: C.B. Malcolm & Son
State Cert. Engrs.
DATE: APRIL 8, 1960 SCALE 1"=100'



APRIL 8, 1960
I, HEREBY, CERTIFY THAT THIS
PLAT OF SURVEY IS CORRECT.
C.B. Malcolm, Jr.
VIRGINIA STATE CERT. SURV.