

RESERVATIONS AND RESTRICTIONS

1. A building plot as used herein means any of the lots shown on this plat.
2. No building shall be erected or maintained on any building plot in this subdivision other than one single family dwelling or one two family dwelling having a single front entrance and necessary outbuildings.
3. No dwelling or residence shall be erected costing less than \$12,000.00 based on the dollar purchasing value in the year 1954 or with less than 1200 sq. ft. of floor space for a one story dwelling or with 800 sq. ft. of floor space on the first floor of a 1 1/2 or 2 story dwelling.
4. No temporary living quarters shall be permitted or erected on a lot in this development.
5. No offensive or obnoxious trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become a nuisance, neither shall there be raised or kept on these premises any swine, cattle, poultry or fur bearing or meat producing animals.
6. The restrictions listed above are hereby made covenants running with the land and shall be binding upon the parties hereto and all persons claiming under them for a period of time extending for 40 years from the date of the recordation of this plat; after which said covenants shall terminate.
7. If either of the parties hereto, or anyone claiming under them shall violate or attempt to violate any of covenants herein, it shall be lawful for any person or persons owning any real property situate in this subdivision to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from doing so, or to recover damages for such violation.

EXPLANATION OF OWNERSHIP OF THE PROPERTY SUBDIVIDED HEREON AND THE PORTION ENCUMBERED BY THE SAID DEED OF TRUST.

The portion of land belonging to JOHN W. DENNIS and MARION M. DENNIS husband and wife, being enclosed within the corners numbered as follows: 3-8-7-3-15-13-12-11-10-9 on this plat and being a portion of the lands conveyed unto JOHN W. DENNIS by F. CAMERON WILEY, JR. and wife, by deed recorded in Deed Book 330, pg. 463 in the Clerk's Office of the Circuit Court of Roanoke County, Va.

The portion of land belonging to HENRY O. METZLER and VIRGINIA C. METZLER, husband and wife, being enclosed within the corners numbered as follows: 3-4-5-6-3 and being the same property conveyed unto HENRY O. METZLER and VIRGINIA C. METZLER, husband and wife, by JOHN W. DENNIS and MARION M. DENNIS husband and wife, by deed recorded in Deed Book 525, pg. 19, in the aforesaid Clerk's Office.

The portion of land embraced within and subject to the lien of the said deed of trust recorded in Deed Book 517, pg. 103 of the aforesaid Clerk's Office from JOHN W. DENNIS and MARION M. DENNIS, husband and wife, to WILLIAM A. GIBBONS, JR. and ENGLISH SHOWALTER, Trustees, securing the herein named "BENEFICIARY", and affected by the subdivision of the property on this plat, is enclosed within the corners numbered as follows: 3-8-7-3-15-13-12-11-10-9.

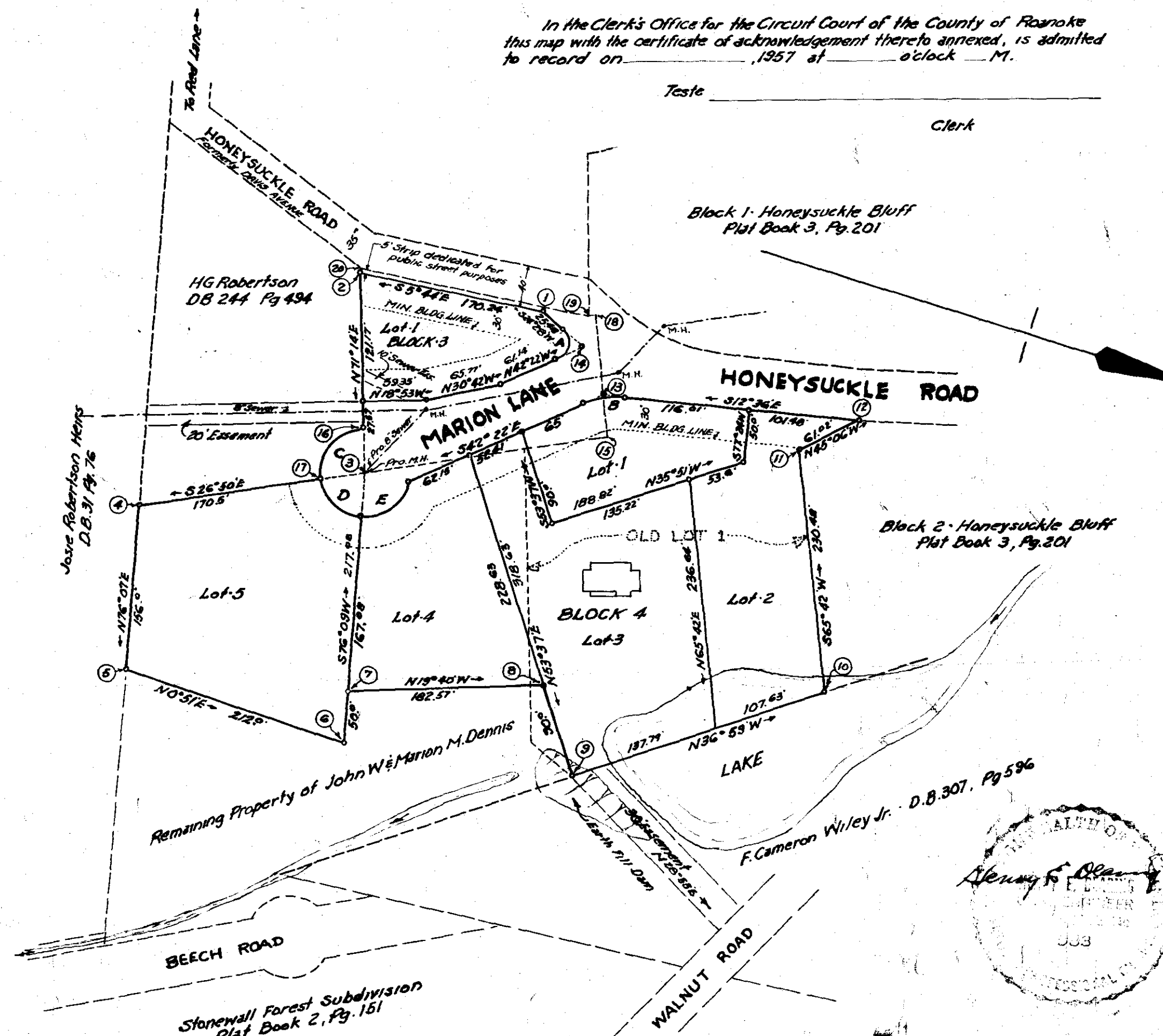
The purpose of H.G. ROBERTSON and AMELIA H. ROBERTSON, husband and wife, uniting in this instrument is that they have previously, by deed recorded in Deed Book 567, pg. 441 of the aforesaid Clerk's Office, conveyed the land enclosed within the corners numbered as follows: 15-17-16-20-19-18-15 to JOHN W. DENNIS and MARION M. DENNIS, husband and wife, and they do hereby agree to the subdivision of this land as set out herein.

BOUNDARY LINE DATA

CORNER	BEARING	DISTANCE	N	S	E	W
1-2	S5°44'E	170.34		169.33	17.01	
2-3	N71°4'E	108.74	60.72		178.71	
3-4	S26°50'E	210.30		187.89	99.04	
4-5	N76°07'E	156.50	87.43		181.44	
5-6	N0°51'E	272.50	211.38		3.12	
6-7	S76°09'W	60.00		11.87		49.60
7-8	N13°40'W	182.57	171.92			61.42
8-9	N53°31'W	90.00	53.39		72.60	
9-10	N36°50'W	245.42	196.04		147.84	
10-11	S65°45'W	230.48		94.84		210.04
11-12	N45°06'W	61.02	43.07			43.22
12-13	S12°36'E	237.48		231.77	51.01	
13-14	S89°03'W	50.02		32.78		37.78
14-1	S24°28'W	50.46		45.35		20.91
Total		2134.36	774.53	774.53	563.89	563.45

CURVE DATA

CURVE	ANGLE	TANGENT	RADIUS	ARC	BEARING	DIST.
A	113°10'	25'	16.36	32.59	S81°03'W	27.54
B	28°46'	20'	75.25	39.40	S27°25'E	39.66
C	98°04'	46.07'	40'	68.45	S67°48'E	60.40
D	77°01'	31.54'	40'	53.78	S34°23'W	49.81
E	79°50'	33.46'	40'	55.13	N53°46'W	51.34



In the Clerk's Office for the Circuit Court of the County of Roanoke this map with the certificate of acknowledgment thereto annexed, is admitted to record on _____, 1957 at _____ o'clock _____ M.

Teste _____
Clerk

KNOW ALL MEN BY THESE PRESENTS, to wit: That JOHN W. DENNIS and MARION M. DENNIS husband and wife, and HENRY O. METZLER and VIRGINIA C. METZLER, husband and wife, and H. G. ROBERTSON and AMELIA H. ROBERTSON husband and wife, herein sometimes designated "OWNERS", are the owners of the part of land shown hereon subdivided into lots as shown hereon, which comprises a portion of the land which was conveyed to JOHN W. DENNIS by F. CAMERON WILEY JR. and VIRGINIA S. WILEY, husband and wife, by deed dated April 27, 1948 and recorded in Deed Book 330, page 463 in the Clerk's Office of the Circuit Court of Roanoke County, Virginia, and which is subject to the lien of a certain deed of Trust dated November 13, 1954 from JOHN W. DENNIS and MARION M. DENNIS, husband and wife, to WILLIAM A. GIBBONS, JR. and ENGLISH SHOWALTER, Trustees, of record in Deed Book 517, page 103 in the aforesaid Clerk's Office, which secures the payment of a certain debt to the COLONIAL AMERICAN NATIONAL BANK OF ROANOKE, herein sometimes designated "BENEFICIARY"; also all of the land which was conveyed to JOHN W. DENNIS and MARION M. DENNIS, husband and wife, from H.G. ROBERTSON and AMELIA H. ROBERTSON, husband and wife, by deed dated November 15, 1956 and recorded in Deed Book 567, page 441 of the aforesaid Clerk's Office; and being all the land which was conveyed to HENRY O. METZLER and VIRGINIA C. METZLER, husband and wife, from JOHN W. DENNIS and MARION M. DENNIS, husband and wife by deed dated March 8, 1955 and recorded in Deed Book 525, page 19 of the aforesaid Clerk's Office. See Explanation of Ownership of the Property Subdivided Hereon, and the Parties Encumbered by Said Deed of Trust.

The said "OWNERS", with the consent of the undersigned Trustees and "BENEFICIARY", do by virtue of the recordation of this plat, dedicate to the TOWN OF SALEM in fee simple all of the lands shown hereon within the limits of HONEYSUCKLE ROAD and MARION LANE.

The said "OWNERS" do further certify that they have subdivided this land into lots as shown hereon as required by Section 15-779 through 15-793 of the Code of Virginia of 1950 as amended to date, and further, pursuant to and in compliance with Title 15, Chapter 11, Land Subdivision Regulations of the General Ordinances of The Town of Salem, and that same has been done with free consent and in accordance with the desire of the said "OWNERS" and the said Trustees and "BENEFICIARY" as is evidenced by their signatures hereto.

The said "OWNERS", Trustees and "BENEFICIARY" further certify that as a condition precedent to the approval of this plat and the acceptance of the dedication of the Road and Lane and easements as shown hereon by the Council of the TOWN OF SALEM, they do specifically release the TOWN OF SALEM from any and all claim or claims for damages which the said "OWNERS", their heirs, devisees, and assigns may or may have or acquire against the TOWN OF SALEM by reason of establishing proper grade lines on and along such streets and alleys for such changed streets and alleys as may be shown on in the future and by reason of doing such necessary grading cutting or filling for the purpose of placing such streets and alleys upon proper grade as may be from time to time established by the TOWN OF SALEM and the said TOWN OF SALEM shall not be required to construct any retaining walls along the streets and alleys and property lines.

Witness the following signatures and seals, and the signature of the COLONIAL AMERICAN NATIONAL BANK OF ROANOKE by its President, H.G. ROBERTSON and its corporate seal duly affixed and attested by HOMER S. PECK, its Cashier, this 11th day of July 1957.

Attest:

Homer S. Peck
Homer S. Peck, Cashier

Henry O. Metzler
Henry O. Metzler
H.G. Robertson
H.G. Robertson

William A. Gibbons Jr.
William A. Gibbons Jr., Trustee

John W. Dennis
John W. Dennis

Marion M. Dennis
Marion M. Dennis

THE COLONIAL AMERICAN NATIONAL BANK OF ROANOKE

H.G. Robertson
H.G. Robertson, President

Virginia C. Metzler
Virginia C. Metzler

Amelia H. Robertson
Amelia H. Robertson

English Showalter
English Showalter, Trustee

State of Virginia, To Wit:
City of Roanoke.

I, *Ernest M. Rowdy*, a Notary Public in and for the City and State aforesaid, do hereby certify that this day personally appeared before me WILLIAM A. GIBBONS JR., Trustee and ENGLISH SHOWALTER, Trustee and H.G. ROBERTSON, President, of the COLONIAL AMERICAN NATIONAL BANK OF ROANOKE, whose names are signed to the foregoing instrument dated July 31, 1957 and acknowledged the same before me in my City and State aforesaid and I do further certify that HOMER S. PECK, Cashier of the COLONIAL AMERICAN NATIONAL BANK OF ROANOKE likewise acknowledged that he duly attached and affixed the corporate seal of the COLONIAL AMERICAN NATIONAL BANK OF ROANOKE to the foregoing instrument dated July 31, 1957, before me in my City and State aforesaid.

Given under my hand this 5th day of Aug. 1957

Ernest M. Rowdy
Ernest M. Rowdy, Notary Public
My Commission expires Sept. 22, 1958

State of Virginia, To Wit:
County of Roanoke.

I, *Ernest M. Rowdy*, a Notary Public in and for the County and State aforesaid, do hereby certify that JOHN W. DENNIS and MARION M. DENNIS husband and wife, and HENRY O. METZLER and VIRGINIA C. METZLER husband and wife whose names are signed to the foregoing writing bearing date of July 31, 1957 has each personally appeared before me in my aforesaid County and State and acknowledged the same on Aug. 2, 1957.

Given under my hand this 2nd day of Aug. 1957

Ernest M. Rowdy
Ernest M. Rowdy, Notary Public
My Commission expires Aug. 2, 1961

State of Virginia, To Wit:
City of Roanoke.

I, *Ernest M. Rowdy*, a Notary Public in and for the City and State aforesaid, do hereby certify that H.G. ROBERTSON and AMELIA H. ROBERTSON husband and wife whose names are signed to the foregoing writing bearing date of July 31, 1957 has each personally appeared before me in my aforesaid City and State and acknowledged the same on August 5, 1957.

Given under my hand this 5th day of Aug. 1957

Ernest M. Rowdy
Ernest M. Rowdy, Notary Public
My Commission expires Sept. 22, 1958

HONEYSUCKLE BLUFF

MAP NO. 2

PROPERTY OF

JOHN W. & MARION M. DENNIS, H.G. & AMELIA H. ROBERTSON & HENRY O. & VIRGINIA C. METZLER

SITUATE NEAR NORTH CORPORATION LINE

TOWN OF SALEM VIRGINIA

SCALE: 1"=100'

MAY 8, 1957
H.E. DEARING, C.E. - ROANOKE, VA.

APPROVED:

F. A. Spiggle
Executive Secretary, Town of Salem Planning Commission
Date 8-6-57

F. A. Spiggle
Town Engineer, Salem, Virginia
Date 8-6-57