

## Reservations and Restriction

The following Reservations and Restrictions are made covenants running with the title to the land shown subdivided hereon, known as Section No 2 Robin Hood Park and shall be binding upon all parties and all persons claiming under them for a period of (25) twenty-five years from the date of recordation of this map, after which time said covenants shall be automatically extended for successive periods of (10) ten years unless an instrument, signed by the majority of the owners of the lots, has been recorded agreeing to change said covenants in whole or in part.

1. All of the lots in Section No 2, Robin Hood Park, as shown hereon, shall be used for residential purposes only and said property shall not be used for any purpose that will create a nuisance or annoyance in the neighborhood.

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

3. No dwelling shall be erected or placed on any lot, said lot having a frontage less than that shown on map, and not nearer the street line than the minimum setback line shown hereon.

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

5. No structure of a temporary character 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.

6. No lot shall be used or maintained for a dumping ground for rubbish, trash, garbage or other waste, except in sanitary containers.

7. No one story dwelling shall be erected on any lot in said subdivision which has less than 950 sq. ft. of livable area on the first floor and which excluded porches and carports, and no dwelling shall be erected having more than one story in height with the first floor livable area of less than 650 sq. ft., excluding porches and carports.

8. 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, one story, two family dwellings are accepted with a minimum of 700 sq. ft. of livable floor space in each unit.

9. Enforcement of these covenants 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.

10. Violation or invalidation of any one of these covenants by judgement or court order, shall in no way affect any of the other provisions which shall remain in full force and effect.

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

12. Retaining walls to be constructed of poured concrete, stone or brick only.

13. The owner reserves the right to change the front setback lines, provided such change does not violate the zoning ordinance of the County of Roanoke, Virginia.

Know all men by these presents, to wit:

That Robin Hood Park, Inc. is the fee simple owner of the tract of land shown hereon bounded by corners 1 thru 4, inclusive, which said land is a portion of the property conveyed to said owner by deed dated June 20, 1969 from W.P. Stewart and recorded in Deed Book 878, pg. 175 and by deed dated June 20, 1969 from W.P. Stewart, Jr., and recorded in Deed Book 878, pg. 173.

The said owner hereby certifies that it has subdivided this land into lots as shown hereon entirely with its own free will and accords as required by section 15.1-465 through 15.1-485 of the 1950 Code of Virginia, as amended to date.

The said owner hereby dedicates to and vests in the County of Roanoke, Va. such portions of the premises platted as are on this plat set apart for streets, easements, or other public use.

The said owner does as a condition precedent to the approval of this plat and subdivision and acceptance of the dedication of the streets shown hereon by the Board of Supervisors of Roanoke County on its own behalf and for and on account of its successors and assigns, specifically release the County of Roanoke and the Virginia Dept. of Highways from any and all claim or claims for damages which said owner, its successors and assigns, may or might have against the County or Virginia Dept. of Highways by reason of establishing proper grade lines on and along such streets as shown on the plat of the land subdivided (or such changed streets as may be agreed upon in the future) and reason of doing necessary grading, cutting or filling, for the purpose of placing such streets upon the proper grade as may from time to time, be established by said county or Virginia Dept. of Highways, and said county or Virginia Dept. of Highways shall not be required to construct any retaining wall or walls along the streets or property lines thereof.

Witness the signatures and seals on this 11th day of May, 1971.

Robin Hood Park, Inc. Attest: R.S. Nichols  
By: A.T. Loyd, President

R.S. Nichols, Secretary

City of Roanoke  
State of Virginia

I, Reuben J. Jenkins, a notary public in and for the aforesaid city and state, do hereby certify that A.T. Loyd, President and R.S. Nichols, Secretary of Robin Hood Park, Inc., whose names are signed to the foregoing writing dated May 11, 1971, have personally appeared before me in my city and state aforesaid and acknowledged the same on this 11th day of May, 1971.

My commission expires May 5, 1974

Reuben J. Jenkins  
Notary Public

City of Salem  
Water Tank  
Lot  
DB 832 p.418

W.W. Grisso  
D.B. 436 p.518

Approved:  
D. Williams Taylor Jr. 5-6-71  
Exec. Secy. City of Salem Date  
Planning Comm.

F.A. Spiggle 5-6-71  
City Engineer, Salem, Va. Date

Lee B. Eddy 2-18-71  
Vice-Chairman of Board of  
Supervisors of Roanoke County Date

Lee B. Eddy 2-18-71  
Secty. of Roanoke Co. Planning Date  
Comm.

In the clerks office of the Circuit Court of Roanoke County, Virginia, this map is presented on 1971, and with certificate of dedication and acknowledgement thereto annexed is admitted to record at 10 o'clock A.M.

Tested:  
Clerk

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