

October 5, 1979

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The legal descriptions for properties being conveyed are shown on a plat prepared by T. H. Walker, R.L.S. # 3182. These properties being known as Rabon Valley Acres and owned by Walter F. Walden and Hugh Michael Drake are subject to the following restrictions:

1. This property shall be used solely and exclusively for single family residential and/or agricultural purposes. No residence or mobile home shall be erected, placed or maintained on a lot less than two (2) acres in area.
2. Mobile homes are permitted, however, any mobile home must be underpinned on the front, sides and rear, and such underpinning must be in writing by the grantor.
3. The minimum floor area of any dwelling, exclusive of open porches and garages, located on any tract affected by these restrictions shall not be less than 800 square feet of heated floor space. Provided, however, that mobile home may have less than as to require underpinning.
4. That each dwelling house and mobile home shall be located on said lot one hundred (100) feet or more from the center line of the road; also that each dwelling house or mobile home shall be located at least twenty (20) feet from the side property line, steps and projecting eaves to be excluded in calculating the distance from side property line.
5. No noxious or offensive trade or activity shall be carried on upon any tract; nor shall anything be done thereon which may be, or become any annoyance or nuisance to the neighborhood. Nor shall any commercial or business activity of any nature or kind be located or conducted on any tract in this development.
6. No inoperative motor vehicle or tractor of any type shall be parked or left standing on any tract for longer than thirty (30) days; however, it shall be permitted if any such vehicle is enclosed in a building.
7. That no blind fence shall be erected or constructed in closing the front one hundred (100) feet on any of the said lots.
8. No junk, trash, or debris of any kind shall be allowed to accumulate on said property except during a temporary period of maintenance or construction.
9. No trees or topsoil shall be removed from said lots without authorization.
10. That the time of payment shall be of the essence of this contract, and that all covenants, and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.
11. Seller reserves the right to grant a utility easement, also seller reserves a fifty (50) foot easement for the purpose of installing a road to be dedicated to the county for county maintenance.
12. Any default in the contract on the part of the Buyer(s), that the Buyer(s) will pay to the Sellers any reasonable attorney's fee that the Sellers might incur as a result of foreclosing this agreement or evicting the Buyer(s).

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