

STATE OF NORTH CAROLINA

COUNTY OF CLAY

COVENANTS, RESTRICTIONS, EASEMENTS, RESERVATIONS,
TERMS AND CONDITIONS GOVERNING
Peaceful Path Development
Peaceful Path
Hayesville, NC 28904

WHEREAS, the undersigned, being the Owner of a certain tract or parcel of land hereinafter described.
WHEREAS, the undersigned owner of said property desires that said land Easements, Reservations,
Terms and Conditions for the protection of both the present Owner and assignee of the present Owner,
AND WHEREAS, the lands to which these Covenants, Restrictions, Easements, Reservations, Terms
and Conditions apply shall include any lands which are by Deed or in writing referred to this instrument, as well
as the following described lands being lots 1-4 as surveyed by Jeffrey B Weatherly, PLS L 2988, January 2003
located on Peaceful Path,(Sweetwater Township) Hayesville, NC, 28904. By deed recorded in Deed book 253
page 137 and deed book 254 page 158, Clay County Registry.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the undersigned as Owner of
the lands hereinafter described, for full value received and consideration of the obligations of said Owner to
purchasers of portions of said lands, does hereby establish these Covenants, Restrictions, Easements,
Reservations, Terms and Conditions with regard to said lands as follows:

1. This property in whole or in part shall be used for single family residential purposes only. No commercial activity shall be permitted. Only one house per lot
2. No mobile (motor) homes, house trailer (including single or double wide manufactured houses), motor home, camper, tent, or commercial vehicles shall be used for permanent or temporary residence.
3. No unlicensed, unused, wrecked, discarded, or salvaged motor vehicle or any part thereof and no unusable or salvaged household appliance, or parts thereof, shall be placed or left anywhere on the outside of any enclosed building or on the right of way in said property.
4. No swine, sheep, or cattle shall be permitted to be kept. No animals of any kind may be kept or raised for commercial purposes. Household pets are permitted (dogs or cats) and the lot owner will be charged with the responsibility of their animals and be confined within the boundaries of their lots at all times.
5. No dwelling or part thereof shall be placed or erected within ten (10) feet of any line or within twenty-five (25) feet from the edge of a private or public road right of way. Lot 2 may have a front set back of 10 feet if desired.
6. Excavation, landscaping, water and sewer systems shall conform to approved practices of the appropriate state or county agency and rules and regulations established and in effect at the time of construction and use of the subject property
7. No further subdivision of this property will be allowed.

BUYER'S INITIALS	<u>WLL</u>	DATE	<u>1/12/06</u>
BUYER'S INITIALS	<u>SSA</u>	DATE	<u>1/11/06</u>

8. Road maintenance expenses shall be shared equally by all lot owners. If during construction of lot owner residence (or improvements) the roadway needs repair, this lot owner shall bear all costs of repairs. Also the owners of said property owners (Fires Creek Baptist Church db 243 pg 243 and the US Forest Service tract 134e) that enjoys access, use and their property is on this Right of Way, should be asked to share in the upkeep of this Right of Way.

9. The first floor of all residences shall contain at least ~~one thousand~~ ^{eight hundred} (800) square feet of heated living area located above grade; exclusive of carport, screened areas, porches, terraces, decks, and basement. All construction shall be in accordance with state and local building code; all out buildings or detached garages shall match the decor of the main dwelling.

10. All construction shall be completed within twelve (12) months from the date of the issuance of the building permit. Outside landscaping and grading shall be in good taste and conform to the existing surrounding area. Grading of land shall not be drained to cause wash outs of road or adjacent lots.

11. Enforcement of these Covenants, Restrictions, Easements, Reservations, Terms and conditions may be by proceeding 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. Either the undersigned Owner or any successor in title to the undersigned Owner of any of the property affected hereby may institute such proceedings. All fees to enforce subject Covenants, Restrictions, Easements etc. shall be born by the person or persons who violates the aforementioned.

12. These covenants, restrictions, easements, reservations, terms and conditions shall run with the land and shall be binding on all parties and all persons claiming unto them. Also these covenants, restrictions, easements, reservations, terms, and conditions may be altered, amended, amended or repealed at any time by the mutual consent in writing by the 4 lot owners of said tract of land.

13. Invalidation of any one (1) of the provisions of this instrument by a Judgment or Order of a Court of competent jurisdiction shall in no wise affect the validity of any of the other provisions, which shall remain in full force and effect.

14. In this instrument, certain easements and reservations, or rights have been made in favor or the undersigned Owner. It is not the intention of the undersigned Owner in making these reservations and easements to create any positive obligation on the undersigned unless required by this instrument. Where a positive obligation is not pointed out, none shall be interpreted as existing.

IN WITNESS WHEREOF, the Owner have hereunto set their hands and seal this the ____ day of

Owner and Developer

, (SEAL)

Frederick A. Roth

BUYER'S INITIALS WLL DATE 1/12/06

BUYER'S INITIALS SSA DATE 1/11/06