

NORTH CAROLINA

RANDOLPH COUNTY

RESTRICTIVE COVENANTS
J. M. LAMBETH HEIRS LAND

KNOW ALL MEN BY THESE PRESENTS that the undersigned are the owners of a tract of land consisting of 66.402 acres lying on both sides of Kennedy Road (S.R. No. 1547) in Trinity Township, Randolph County, North Carolina bordered by the lands of: Floyd on the North, Cox and others on the West, Taylor on the South and H. S. Ragan, Jr. and Dr. Leath on the East, according to a map or plat of the same by Davis-Martin & Associates, Inc. Job No. S-10271 dated January 30, 1976; and being property inherited from J. Marvin Lambeth.

The undersigned, being the widow, heirs and spouses of heirs of J. Marvin Lambeth, deceased, and being desirous of dividing up and developing the aforesaid real property heretofore held by them as tenants in common subject to the rights of their mother, RUBY ELLIOTT LAMBETH; and it being agreed between all parties hereto that it is in the best interest of each of the parties hereto and for the future development and regulation of said real property for the benefit of the parties hereto and their successors, heirs and assigns, that said real property be and is hereby subjected to restrictive covenants to run with the land for the benefit of the parties hereto and their successors, heirs and assigns for the regulation of the development and use of said real properties as herein set forth.

For and in consideration of the division of said land among the parties hereto and the mutual agreement to subject said real property to the following restrictive covenants, it is agreed that the following restrictive covenants shall apply to and run with the said real property binding the parties hereto, their successors, heirs and assigns as follows:

- (1) No salvage or junk automobiles shall be allowed to accumulate or remain on any lot or tract hereof.
- (2) No residence shall be constructed upon any lot or tract of this land that shall have less than 800 square feet of floor space on the first floor, exclusive of carports, porches or garages.
- (3) No imitation brick, imitation rock, no concrete or cement block or pillar type blocks shall be used on any building upon the premises to the extent that it is left showing from the outside appearance of the building.
- (4) All sewage disposal shall be made by the use of Health Department approved facilities meeting State specifications.
- (5) No mobile or trailer homes of any kind shall be permitted upon any of the property.
- (6) No shell type homes of any kind shall be permitted on any of the property.

These restrictions shall run with the title to each and every portion of the aforesaid real property for a term of ten years and may be renewed for successive periods of ten years

each by the recordation of a written instrument substantially similar to this one so long as the renewal is recorded on or before thirty (30) days from the end of the last preceding term of restrictions, signed by a minimum of the owners of seventy five percent (75%) of the land area covered by these original restrictions.

It is understood and agreed that these restrictions apply, and extend to, each and every part of the proposed division of the aforesaid lands as follows:

- (1) Approximately 13.355 acres on the Northwest side of the road to James D. Lambeth;
- (2) Approximately 13.355 acres on the Northeast side of Kennedy Road to Harold Lambeth;
- (3) Approximately 11.69 acres on the Southwest side of Kennedy Road to Linda Lambeth Orr;
- (4) Approximately 13.02 acres on the Southwest side of Kennedy Road to Julius E. Lambeth;
- (5) Approximately 13.02 acres on the Southwest side of Kennedy Road to Margaret L. Stephenson.

IN TESTIMONY WHEREOF, this set of restrictive covenants has been executed by each of the heirs, next of kin and their spouses of J. Marvin Lambeth, deceased, namely, RUBY ELLIOTT LAMBETH (widow), Harold E. Lambeth and wife, Martha S. Lambeth, James D. Lambeth and wife, Betty H. Lambeth, Julius E. Lambeth (single), Margaret L. Stephenson and husband, Robert L. Stephenson, Linda L. Orr and husband, Kenneth P. Orr, effective this 29 day of April, 1976.

<u>Harold E. Lambeth</u> (SEAL) HAROLD E. LAMBETH	<u>Martha S. Lambeth</u> (SEAL) MARTHA S. LAMBETH
<u>James D. Lambeth</u> (SEAL) JAMES D. LAMBETH	<u>Betty H. Lambeth</u> (SEAL) BETTY H. LAMBETH
<u>Julius E. Lambeth</u> (SEAL) JULIUS E. LAMBETH (single)	<u>Ruby Elliott Lambeth</u> (SEAL) RUBY ELLIOTT LAMBETH (widow)
<u>Margaret L. Stephenson</u> (SEAL) MARGARET L. STEPHENSON	<u>Robert L. Stephenson</u> (SEAL) ROBERT L. STEPHENSON
<u>Linda L. Orr</u> (SEAL) LINDA L. ORR	<u>Kenneth P. Orr</u> (SEAL) KENNETH P. ORR

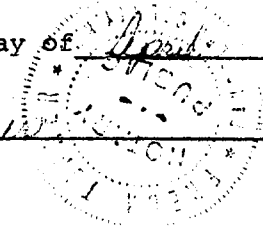
NORTH CAROLINA

COUNTY OF Randolph

I, Fred Turner, a Notary Public of said County and State do hereby certify that Harold E. Lambeth, Martha S. Lambeth, James D. Lambeth, Julius E. Lambeth and Ruby Elliott Lambeth & Betty H. Lambeth personally appeared before me this day and acknowledged the due execution of the foregoing Restrictive Covenants.

Witness my hand and notarial seal this 29 day of April, 1976.

Frieda Tuerpe
Notary Public



My Commission expires:

January 4, 1978

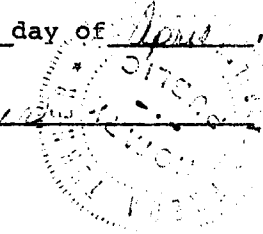
NORTH CAROLINA

COUNTY OF Randolph

I, Frieda Tuerpe, a Notary Public of said County and State do hereby certify that Robert L. Stephenson, Margaret L. Stephenson, Kenneth L. Orr and Linda L. Orr personally appeared before me this day and acknowledged the due execution of the foregoing Restrictive covenants.

Witness my hand and notarial seal this 29 day of April, 1976.

Frieda Tuerpe
Notary Public



My Commission expires:

January 4, 1978

NORTH CAROLINA

COUNTY OF _____

NORTH CAROLINA -- Randolph County

The foregoing certificate(s) of Frieda Tuerpe

Notary Public of

Randolph Co., N.C.

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1081 Page 323. This 4th day of May, 1976 at 2:35 o'clock P.M.

Annie Shaw, Register Deeds

By Sue Phillips,
Register of Deeds

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