

1524AWN BY AND MAIL TO RUSSELL Z. ASTI, ATTORNEY
0389 BK 1524 PG 389

0045452 A.

Filed for record
Date 3-22-2007
Time 10:50:00 AM
JODY G. PRICE, Registrar of Deeds
Union County, Missouri, North Carolina

RESTRICTIVE COVENANTS
OF
AUSTIN HILLS

WHEREAS, AUSTIN HILLS, LLC, a North Carolina Limited Liability Company (hereinafter called "Developer" is the owner of certain property in Union County, North Carolina which is more particularly described by plat thereof recorded in Plat Cabinet G, File 291 and Plat Cabinet G, File 407, in the Union County Registry, to which reference is hereby made for a more complete description; and

WHEREAS, Developer desires to place and impose certain protective covenants and restrictions upon said subdivision for the use and benefit of the individual owners, their successors and assigns and future owners of the lots in said subdivision.

NOW THEREFORE, in consideration of the mutual covenants and the agreements herein Developers hereby contract covenant and agree with all other persons, firms or corporations now owning or hereafter acquiring any property in Austin Hill Subdivision and does hereby impose upon all of the lots known as Austin Hills subdivision, said property being Lots 1, 2 16, 16A, 17, 17A, 18, 19 & 20 as shown on a map thereof recorded in Plat Book G, File 291 and Lots 3,4,5,6,7,8,9,10,11,12,13,14,15 as shown on a map thereof recorded in Plat Cabinet G, File 407 Union County Registry the following covenants and restrictions upon each and all lots in said subdivision:

1. These covenants are to run with the land and shall be binding on all parties and all persons, firms or corporations claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless and instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part
2. All of said property shall be used for single family residential purposes only and no structure shall be erected, altered, placed or permitted to remain on any residential building lot within the subdivision other than one single family dwelling of construction not to exceed two and one half stories in height and not more than one garage or accessory structure customarily incidental to residential use of the lot. Any garage and other accessory structure shall be constructed so that the outward appearance of the structure is in keeping with the general architecture and constructed of the same material as the residence on said lot. Each dwelling shall have a permanent brick rock or stone foundation with steps constructed of the same material, provided, however, that in the event that the

1524
0390

BK 1524 PG 390

THE residential structure has a wooden front porch entry way, the steps on said porch may be constructed of wood. Each dwelling shall be connected to the subdivision road or adjoining street or road by a concrete or asphalt driveway.

3. No residence in the subdivision shall be erected or allowed to remain on any of the lots which is less than one thousand four hundred (1,450) square feet of heated space, exclusive of garages and porches.
4. The setback provisions noted on the subdivision plat will control, unless they are less restrictive than the Union County Zoning and Subdivision Ordinance or such rules and regulations as may apply through the Union County Planning and Zoning and or the Building and Inspection Department. In the event such rules and regulations are different than designated on the recorded plat; the setbacks shall be regulated by the rules, regulations and ordinances of Union County, provided that such are more restrictive. Further provided, however, that driveways and eaves shall not be considered a part of the structure for setback purposes, and the undersigned developers of the subdivision, so long as they own any property within the subdivision, shall have the right to waive any setback provision and approve any building location, provided that no portion of any structure may encroach upon another lot.
5. Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear ten (10) feet of each lot, over the side (10) feet of each lot and the front ten (10) feet of each lot. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of surface water.
6. No satellite dish or similar device may be located on any lot except a Direct Satellite Service (DSS) or satellite dish either of which is 30 inches in diameter or less. Satellite dishes must be located to the rear of the dwelling. In the event that the dish is ground mounted it shall not be visible from the street and must be fully enclosed or surrounded by an appropriate structure or by shrubbery and/or trees of sufficient size and height so as to screen said satellite dishes from view.
7. No sign of any description shall be displayed upon any tract with the exception of signs "For Rent" or "For Sale", which signs shall not exceed two (2) feet by three (3) feet in size.
8. No portion of any lot shall be used or maintained as a dumping ground for rubbish or other refuse. Trash, garbage and other waste shall be kept in sanitary containers. There shall be no storing of any lawn or garden equipment except within a garage or accessory building. In addition no portion of a lot shall be used for the storage of building materials. No supplies used in a trade or business shall be stored on any lot.

1524
0391

BK 1524 PG 391

9. No unlicensed, uninspected or inoperative, stripped, partially wrecked motor vehicle or junk motor vehicle shall be permitted to be parked or shall be permitted to be kept on any lot or any street within the subdivision. Such vehicles may be kept on a lot, provided it belongs to the property owner and is stored within a garage.
10. No noxious, offensive or illegal activities shall be carried on any tract nor shall anything be done on any tract that shall become an unreasonable annoyance to the neighborhood.
11. There shall be no permanent parking of any motor vehicle on any street of the subdivision.
12. No tractor-trailer rigs, trailers, dump trucks or buses shall be stored or parked on and lot or street of the subdivision.
13. No above ground pools other than inflatable children's play pools shall be permitted to be erected or maintained on any lot in the subdivision.
14. All driveways on each lot of the subdivision shall be paved with asphalt or concrete.
15. Wooden decks are permitted only on the rear of the main residential structure and steps to the deck may be constructed of wood, brick or stone.
16. Owners of lots that require separate septic lots shall maintain those lots and keep the grass cut on said lots. All plumbing fixtures, laundry and dishwashers, toilets or sewage disposal systems shall be connected to a septic tank sewage system constructed by the tract owner and approved by the appropriate governmental authority unless public sewage becomes available in the subdivision.
17. No noxious or offensive trade or activity shall be carried upon any tract, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood, to include, but not limited to, the discharge of firearms, firecrackers and similar activities, and no animals or poultry or livestock of any kind or description shall be kept or maintained on any lot or any other portion of the subdivision tract except customary household pets such as dogs and cats; provided no household pets shall be kept within said subdivision for commercial breeding purposes.
18. The subdivision of any lot is specifically prohibited, unless approved by the Developer.

1524
0392

BK 1524 PG 392

19. No right of way or easement for egresses and ingress shall be granted by the owner of any lot to create access by adjoining landowners not a part of this original subdivision to the subdivision's streets.

20. These restrictive covenants may be enforced in law, or equity by any aggrieved party owning a lot in the subdivision, jointly or severally, and the invalidation of any of these restrictive covenants by judgment of a Court shall in no way effect any of the other provisions herein contained, which shall remain in full force and effect, further, any such action shall be entitled to be awarded reasonable attorney's fees as a part of such action.

IN WITNESS WHEREOF, Developers have hereunto set their hands and seals, the 21 day of March, 2001.

AUSTIN HILLS, LLC

By *Johnny Helton*
Manager

STATE OF NORTH CAROLINA
COUNTY OF UNION

I, Russell Z. Asti, a Notary Public for the County and State aforesaid, certify that Vannr Johnny Helton, Manager of Austin Hills, LLC a North Carolina Limited Liability Company personally came before me this day and acknowledged that he is the Manager of said company and by authority duly given as the act of Austin Hills, LLC the foregoing Restrictive Covenants were the executed as Manager and on behalf of Austin Hills, LLC..

Witness my hand and official stamp of seal this 21 day of March, 2001.

Russell Z. Asti
Notary Public
My Commission expires: 10/21/07



NORTH CAROLINA - UNION COUNTY

The foregoing certificate(s) of *Russell Z. Asti*

2001 Notary Public

is/are certified

of *March* Filed for record this 21 day

to be correct. Filed for record this 21 day

of *March*, 2001 at *10:15* A. M.

JUDY G. PRICE, REGISTER OF DEEDS

BY: *Judy G. Price*
Asst. Clerk

1623
0748

BK 1623 PG 748

RECORDED BY E MAIL TO: RUSSELL Z ASM

65097

Filed for Record Date 8-14-2001
Time 10:55 o'clock a.m.
JUDY G. PRICE, Register of Deeds
Union County, Marree, North Carolina

STATE OF NORTH CAROLINA
COUNTY OF UNION

AMENDED DECLARATION OF RESTRICTIVE COVENANTS OF AUSTIN
HILLS SUBDIVISION

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions of AUSTIN HILLS SUBDIVISION, made this the 17th day of August, 2001 by and between Austin Hills, LLC and Ronald R. Blasius and wife, Aloise J. Blasius, hereinafter referred to as "Declarants";

WHEREAS Declarants are the owners of certain real property located in Marshville Township, Union County, North Carolina in that Subdivision known as AUSTIN HILLS as shown on that Plat recorded in Plat Cabinet G, File 291 and Plat Cabinet G, File 407, Union County Registry;

WHEREAS paragraph 3 of said restrictive Covenants contains a typographical error in that the square footage stated in the restriction correctly states the square footage as it is spelled out but was incorrectly designated numerically; and

WHEREAS the parties desire to correct the typographical error of the numerical designation to avoid any confusion;

NOW THEREFORE, the parties hereby amend paragraph 3 of said restrictive covenants to read as follows:

3. No residence in the subdivision shall be erected or allowed to remain on any of the lots which is less than one thousand four hundred (1,400) square feet of heated space, exclusive of garages and porches.

Except as amended the aforesaid Restrictive Covenants shall remain the same.

IN WITNESS WHEREOF, the parties named herein below have signed and sealed this Amendment to the Restrictive Covenants, of AUSTIN HILLS SUBDIVISION this the day and year first above written.

Austin Hills, LLC

BY: [Signature] (SEAL)

Van Johnny Helton, Manager

[Signature] (SEAL)
Ronald R. Blasius

[Signature] (SEAL)
Alice J. Blasius

1623
0749

BK 1623 PG 749

State of North Carolina
County of Union

I, John Johnny Helton a Notary Public for said County and State, do hereby certify that Van Johnny Helton, Manager of AUSTIN HILLS, LLC, a limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

Witness my hand and official stamp or seal, this the 4th day of August, 2001.

Notary Public
My Commission Expires:

J. L. CARTER

STATE OF NORTH CAROLINA
COUNTY OF UNION

I, JOHNNY HELTON, A NOTARY PUBLIC OF UNION COUNTY, NORTH CAROLINA, CERTIFY THAT Ronald R. Blasius and Aloice J. Blasius PERSONALLY APPEARED BEFORE ME THIS DAY, AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT.

WITNESS MY HAND AND OFFICIAL STAMP OR SEAL, THIS THE 4th DAY OF AUGUST, 2001.

NOTARY PUBLIC
MY COMMISSION EXPIRES: April 16, 2006

NORTH CAROLINA - UNION COUNTY
The foregoing certificate(s) of
J. L. CARTER Notary Public
of Helton
to be correct FOR A NOTARY PUBLIC this 14th day
of Aug at 10:55 am

JUDY G. PRICE, REGISTER OF DEEDS
BY: Systema Crocco
Asst. Deed