

STATE OF NORTH CAROLINA :  
COUNTY OF NEW HANOVER :

DECLARATION RESTRICTIONS  
BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
FILE NO. \_\_\_\_\_  
BRANDYWINE SUBDIVISION

DEC 9 4 34 PM '69

KNOW ALL MEN BY THESE PRESENTS:

LOIS C LERAY  
REGISTRAR  
NEW HANOVER CO., N.C.

That Jack R. Newton, Trading as Jack Newton Realty Company, and Louise F. Newton, his wife, and John L. Browning and wife, Virginia L. Browning, of New Hanover County, North Carolina, are the owners of that certain property known as Brandywine Subdivision as shown on map of said Subdivision dated August, 1969, /50 recorded in Map Book 10, Page 50 by Walton & Walton, Registered Land Surveyors; and that said Jack R. Newton, Trading as Jack Newton Realty Company, and Louise F. Newton, his wife; and John L. Browning and wife, Virginia L. Browning, desire to place certain restrictions and covenants upon the use and occupancy of residential lots which might from time to time be sold by them in said Brandywine Subdivision, and to facilitate the uniform and orderly development of said residential lots of said Subdivision, and to maintain said residential areas, do hereby place upon all residential lots sold by them in the subdivision after this date, the following restrictions and covenants:

1. Said lots shall be used for single family residential purpose only and may not be used for commercial purposes, and no dwelling shall be erected on said tract other than one detached single family dwelling, not to exceed two and one-half stories in height and a one or two car garage.
2. No building shall be located on said lots nearer than forty (40) feet to the front of said lots and not nearer than ten (10) feet from the sides of said lots except corner lots which shall have a minimum of twenty (20) feet between any building and side street, or nearer than fifteen (15) feet from the rear of said lots.
3. No noxious or offensive trade or activity shall be carried on or maintained upon said lots or part of any lots, nor shall any use be made of any portion of said property which may be or become an annoyance or nuisance to the neighborhood.

4. No trailer, basements, tent, shack, garage or garage apartment, barn or other outbuilding erected on the lots shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

5. The plans and specifications of all buildings which shall be erected on said lots shall be subject to approval by Jack Newton Realty Company, its successors and assigns, and the lots cannot be subdivided without the approval of said Jack Newton Realty Company, its successors or assigns, and the residence shall contain not less than 900 square feet of heated living area, excluding patios, porches and garages. Any plans not approved or disapproved within fifteen (15) days shall be deemed automatically approved.

6. There shall not be any private well upon said lots to be used for household consumption and purposes without written permission of Quality Water Supplies, Inc., and the owners of the lots shall, as long as a private water system is operated by Quality Water Supplies, Inc., or its successors in interest, use water furnished by said water company for the house set upon the above lots.

7. These covenants are to run with the land and shall be binding on all parties and persons claiming under them until January 1, 1999, at which time said covenants shall be automatically extended for successive periods of ten years unless by agreement with said Jack Newton Realty Company, its successors, said restrictions are amended or terminated.

8. If the parties hereto, or any of them or their heirs and assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the said Jack Newton Realty Company or any other persons or person owning said real property to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages or other due for such violation.

9. Invalidation of any one of the covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said Jack R. Newton, Trading as Jack Newton Realty Company, and Louise F. Newton, his wife; and John L. Browning and wife, Virginia L. Browning, have hereunto set their hands and seals, the 5 day of December, 1969.

JACK NEWTON REALTY COMPANY

By Jack R. Newton (SEAL)  
Jack R. Newton

Louise F. Newton (SEAL)  
Louise F. Newton

John L. Browning (SEAL)  
John L. Browning  
Virginia L. Browning (SEAL)  
Virginia L. Browning

STATE OF NORTH CAROLINA :  
COUNTY OF NEW HANOVER :

I, William A. Nurnberger, Jr., a Notary Public in and for the State and County aforesaid, certify that JACK R. NEWTON, Trading as Jack Newton Realty Company, and LOUISE F. NEWTON, his wife; and JOHN L. BROWNING and wife, VIRGINIA L. BROWNING, each personally came before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.



Witness my hand and seal, this 5 day of December, 1969.

William A. Nurnberger, Jr.  
Notary Public

My commission expires: March 4, 1971

STATE OF NORTH CAROLINA, New Hanover County

The Foregoing Certificate of William A. Nurnberger, Jr., Notary Public is certified to be correct.

This the 9th day of Dec., A. D., 19 69

Drawn By S. B. M. & R.

Lois C. LeRay, Register of Deeds

By Lois C. LeRay

Received and Recorded  
December 9, 1969 at 4:34 P. M.  
Lois C. LeRay  
Register of Deeds