

Section 1—“All lands...shall be used for private residences only. Each dwelling to be designed for occupation by a single family”.

Section 2—“...area designated as Park Land shall be used for park, recreation and civic center purposes.” Brandywood Civic Association (BCA) has “the right to dedicate, sell, transfer or convey (the Park Land) to any non-profit group, association or public authority...”

Section 3—“ No building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition to or exterior change or alteration therein be made, until the plans and specifications...shall have been submitted to and approved in writing to the” (BCA). BCA “shall have the right to refuse or approve any such plans... which are not suitable or desirable, in its opinion, for aesthetic or other reasons;”....

“No fence shall be erected...on any residence building lot except to the rear of the main house structure...it shall not be permitted to be over four (4) feet in height and must meet the approval of BCA”.

Section 4—“No building...shall be erected...closer to any road, street, avenue, or drive than indicated by the setback line ...on the recorded plot.”

Section 5—“No dwelling shall be erected nearer to any side or rear property line than is permissible under the Zoning Law of New Castle County.”

Section 6—This section precludes the erection of any commercial building and precludes the use of any land as a graveyard, dumping ground, livestock, oil drilling and quarrying. It also says “No trailer, basement, tent, shack, garage, barn or other outbuilding...shall, at any time, be used as a residence, either temporary or permanent...”

Section 7—The BCA, “with sufficient of the owners of the lots to constitute fifty (50%) of the lots in said tract, reserves the right to waive, change or modify any of the restrictions...contained herein.”

Section 8—“Violation of any restrictions...shall give the (BCA) the right to enter upon the land...and summarily to abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon...and the (BCA) shall not thereby be deemed guilty of any manner of trespass...”

Section 9—“Failure of the (BCA) ...to enforce any restrictions...shall in no event be deemed a waiver of the right to do so thereafter...”

Section 10—This section allows the BCA to assign its obligations under these deed restrictions to a company or organization that “will agree to assume said rights, powers...”

Section 11—“Easements and rights-of-way are hereby expressly reserved...along the rear five(5) feet of each lot, over side yards for a distance of five (5) feet ...for the construction of storm water drains, public and private sewers, pipe lines for supplying gas, water and heat and for any public or quasi-public utility...”

Section 12—These deed restrictions “shall be automatically extended in their entirety for successive periods of ten years unless”...terminated, in whole or in part, by the BCA and “the owners of not less than two thirds of all the frontage...”

Section 13—If the BCA fails to uphold any of the deed restrictions, “it shall lawful for any other person owning any real property”...in Brandywood “to prosecute ...any person or persons violating or attempting to violate” these deed restrictions.

Section 14—The BCA “reserves the right to modify or change set-back restrictions in the event of a minor violation...”

