

Brand Amend Disk 134
STATE OF NORTH CAROLINA
COUNTY OF CARTERET

AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS.
BRANDYWINE BAY DEVELOPMENT

THIS AMENDMENT OF DECLARATION, made and entered into this 22 day of February , 1984, by BRANDYWINE OWNER'S ASSOCIATION, INC., a North Carolina Corporation, established in accordance with provisions of the Declaration of Covenants and Restrictions recorded in Book 435, Page, 362, Carteret County Registry, acting for and on behalf of property owners governed by said covenants and restrictions, as amended; and by BRANDYWINE BAY, INC., a North Carolina Corporation, Declarant Under the Covenants and Restrictions above referenced;

W I T N E S S E T H:

WHEREAS by Declaration of Covenants and Restrictions recorded in Book 435, Page 362, and amended by documents recorded in Book 440, Page 213 (re-recorded in Book 440, Page 392); Book 417, Page 118; Book 454, Page 83; Book 463, Page 154; and Book UO-12, Page 226 (re-recorded in Book 466, Page 260), certain properties were made subject to the terms and conditions of Restrictive Covenants recorded in Book 435, Page 362, as amended; and;

WHEREAS, upon unanimous vote taken at the duly constituted meeting of the members of Brandywine owner's Association, Inc., held on the 4 day of September, 1983, the Amendments set out herein were approved; and

WHEREAS, Brandywine Bay, Inc., Declarant under the above referenced Declaration of Covenants and Restrictions, as amended, has given its assent to these Amendments;

NOW, THEREFORE, the aforesaid Declaration of Covenants and Restrictions is hereby amended as follows:

1. Article II, Section i, paragraph C, shall be deleted in its entirety, and there shall be substituted in its stead the following:

"Building" shall mean any structure built for the support, shelter, protection, screening, or enclosure of persons, animals, chattels, or property of any kind. The term "building" shall be construed as if followed by the words "or parts thereof," including porches, decks, carports, garages, sheds, roof extensions, and overhangs and other projections. Any extension or addition to an existing building shall be considered a part of the pre-existing building if, upon reasonable evaluation by the Architectural Control Committee, it is determined that the roof is aesthetically compatible with the roof of the existing building, and the building materials utilized are identical to or aesthetically compatible with the pre-existing structure or building.

2. Article II, Section i, paragraph D shall be amended by inserting a new sentence at the end as follows:

Twelve (12) months shall be considered adequate time to complete construction of building once construction has begun.

3. Article IV, Section i, shall be deleted in its entirety, and there shall be substituted therefore the following:

All lots designated "residential, single family" shall be restricted as to the use for residential, single family dwellings. No building shall be erected or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height including a private garage for not more than two automobiles, or a carport for not more than two automobiles.

As to all lots purchased prior to the recordation of this Amendment, the minimum space requirements for residences on the property shall be as follows:

(a) all homes built on lots with any portion of said lot boundaries being joint boundaries with any golf . course property shall contain a minimum of 1500 square feet of heated space;

(b) all other homes shall contain a minimum 'of 1400 square feet of heated space with the exception of homes in Section I, Map I-A, which shall be 1450 square feet.

For all lots purchased or otherwise transferred after the date of the recording of this Declaration, homes on said lots shall contain a minimum of 1650 square feet of heated space.

Other than expressly permitted by this Article IV, Section i, no other building shall be permitted on any lot, except that one doghouse may be constructed on any lot. This prohibition includes, but is not limited to, pump houses, storage buildings, or other so called out buildings. Notwithstanding the above, swimming pools constructed primarily below grade shall be permitted if a determination is made by the Architectural Control Committee that the location of the swimming pool is compatible with surrounding properties, and upon a determination that the swimming pool can be drained properly, without detriment to surrounding properties or to any drainage easement or waterway.

4. Article IV, Section iii, shall be deleted in its entirety, and there should be substituted therefore the following:

No property owner shall construct, or allow to be constructed, planted or installed on his lot any fence, barricade, or wall of any material, including shrubbery or vegetation, without the consent of the Architectural Control Committee applying the standards set out in Article V of these Covenants. In no event shall the Architectural Control Committee approve the erection or planting of such if the same exceeds five feet in height, except along the rear lot lines on McCabe Road, in which case the maximum height from general ground level permissible shall be eight feet.

5. Article IV, Section iv shall be amended by adding the following sentence:

Any permitted "for sale" or "for rent" signs shall be removed immediately after execution of a binding sales or rental contract for the applicable lot.

6. Article IV, Section vii, shall be deleted in its entirety, and in its place shall be substituted the following:

TRAILER. No mobile home or house type trailer shall be permitted on any lot within the subdivision, except that a trailer may be utilized as a construction office in conjunction with, and during the period of construction of any building on a lot within the subdivision.

7. Article IV, Section VIII shall be deleted in its entirety, and in its place is substituted the following:

No animals other than cats and dogs or other generally accepted household pets shall be allowed on the properties. No owner shall be permitted to leave unattended outside the confines of his lot any household pet unless secured by leash.

8. Article IV, Section x shall be deleted and in its place shall be substituted the followings:

All tanks such as propane, fuel or others shall be buried underground, with the exception of portable tanks, which shall be allowed in a place approved by the Architectural Control Committee.

9. Article IV, shall be further amended by including an additional Section xi, which shall read as follows:

SECTION xi. MOBILE VEHICLES AND BUILDINGS. These covenants shall not be interpreted to allow inclusion on any lot of a temporary building, including, but not limited to, a tent or other nonpermanent structure. In addition, no motor home, including camper trailers, boat trailer, or boat shall be allowed on any lot for a period of time exceeding one successive week] in addition, at least one week must elapse between the removal of any such motor home, camper trailer, boat trailer, or boat, and the relocation on the lot for an additional one week of such mobile vehicle.

10. Article V, Section i shall be amended by inserting the following additional paragraph following the existing text:

All complaints pertaining to, or violations of, these covenants, whether regarding buildings, building additions, fences, shrubbery, animals, general appearance, or otherwise, should be reported promptly to the developer and/or the chairman of the Architectural Control Committee.

11. Article V shall be amended by including an additional Section vi at the conclusion of the existing text:

SECTION vi. APPEAL. Any property owner submitting plans, as required by these covenants, to the Architectural Control Committee, shall be entitled to appeal to the Board of Directors of the Association any adverse ruling. In order to avail himself of this right of appeal, the aggrieved party must notify the Board of Directors, in writing, requesting a hearing, said notification to be given to the Board of Directors within seven days after his receipt of written notification of the adverse decision. The Association shall schedule the hearing within 14 days after receipt of said notice, shall give to the aggrieved property owner written notice of the date of said hearing, and shall give the property owner the right to appear and personally state his case. The decision of the Board of Directors of the Association shall be controlling in all such matters, and all owners hereby agree to be bound by such decision.

IN TESTIMONY WHEREOF the parties do hereby set their hands and seals, the and year first above written.

BRANDYWINE OWNER'S ASSOCIATION, INC.