



# NEIGHBOR TO NEIGHBOR

NEIGHBOR TO NEIGHBOR VOL 2 / ISSUE 1 JANUARY / FEBRUARY 2009

## What's in a Name?.... *Rising Sun*

Just like in our neighborhood, in Wilmington, Delaware Rising Sun is also a connecting road that intersected with many key roads, including Kennett!

Rising Sun Lane was the address for the original DuPont Powder Works (Now the Hagley Museum) in Wilmington, Delaware's Brandywine Valley. The street is referenced repeatedly in the late 1890's and early 1900's editions of the Wall Street Journal. Reports were regularly featured about the powder plant (ranging from explosions to financial reports.) Our research also uncovered that on the lane there was a picturesque covered bridge. Along the Rising Sun lane bridge there are breathtaking views of beautiful homes described as one of Delaware's finest. Many of these views were made famous by "Brandywine School of artists. Most notably are many of the works completed by Wyeth



## Drum Roll Please.....

We are pleased to report that through fund raising efforts and donations from neighborhood residents enough funds have been secured to re-roof the main entrance! As of January 26<sup>th</sup> the funds earmarked for this project tipped the \$4000 mark, with a commitment from the state for an additional \$1000! This is a great example of a neighborhood rallying to meet a common goal! Within a 9 month period look what has been accomplished! Thanks to EVERYONE for supporting this effort! We hope to arrange for the repairs to be completed in March during AJE's spring break to avoid any inconvenience for the school or the carpool parents who stage their vehicles on Brandywine Drive for after school pick up.

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**Owner Mark Hartley—308 Rising Sun**

# “WE’LL LEAVE THE LIGHT ON”

As mentioned in our previous edition, there have been several inquiries regarding the “original” gas lights that still exist in sections one and two of the original neighborhood. Questions like:

**What caused some of the lights to turn yellow? If I do repair the light, how much would it increase my gas bill? Can the association supply replacement parts? Can they be electrified? Can they be cleaned?**

It turned out our answer was closer than we thought! At the suggestion of the Gregory’s who live on Rolling Mill we visited the Hearth and Grill Shop. We met with Mark Lunsford and learned their company was very familiar with these lights. Mark and his family lived in the 200 block of Kennett during the 1980’s. The fixtures where the globe has have become stained yellowish brown are likely made out of plexi-glass. The advantage to this product is that it is less likely to break; the negative is that it stains easily over time. We also learned that the approximate gas cost on an annual basis to keep the light lit is about \$216.00. Nashville Electric estimated that the cost for electricity per lamp with a photo sensor installed would be between \$36 - \$49 on an annual basis, depending on the light & bulb selection.

Mark also generously agreed to put together a list of replacement parts, and information regarding gas to electric conversion kits for us to share, and is offering special Brandywine Farms pricing through April 1, 2009.

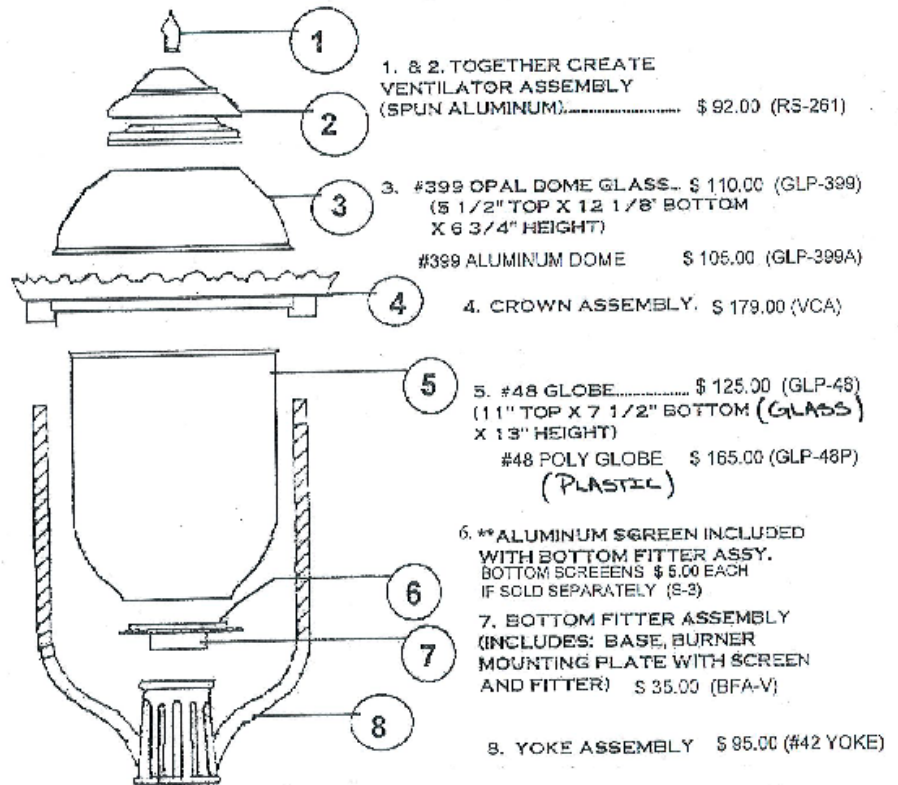


\*Special Brandywine Farms pricing 15% off from now until April 1, 2009

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 Dealer: Hearth & Grill Shop  
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# NEIGHBORHOOD COVENANTS

Many of our current neighbors were some of the original residents of Brandywine Farms! One can only imagine the feel of excitement and prestige those residents felt as they broke ground on their new homes! Others of us who moved in later likely selected Brandywine Farms in recent years due to the mature trees, acre plus lots, and the diversity in architecture that has all but been lost in many of the "cookie cutter look" of many new neighborhoods. For those who moved in years ago, it is likely that neighborhood covenants were provided to you at closing or soon thereafter. For those of us who moved in within the past ten years, we hear that "there may be covenants, but we do not know if they are still active." We were curious about the truth so we contacted Brady Banks, Director from the Mayors office of Neighborhoods, and he suggested we research the files maintained at the Registrar of Deeds, located at the Sommet Center.

The records at the Sommet Center indicate that our neighborhood was launched in 19 different sections. A copy of the original plats for each section and other documents will be posted to our website in the coming weeks.

There are 22 restrictions outlined in the original covenants ranging from statements to prevent folks from subdividing lots, to raising livestock, to set back lines and restrictions. Following are the restrictive covenants ( some paraphrased where possible for brevity):

1. *No lot shall be used except for residential purposes.*
2. *Only one residential structure shall be constructed on any lot, and no such structure shall be designed or used for more than one family. All duplexes or multi unit building being expressly prohibited.*
3. *No lot may be re-subdivided.*
4. *No noxious or offensive operations shall be conducted or maintained on any lot,*
5. *No poultry, livestock or animals shall be allowed or maintained on any lot at any time... nothing herein shall permit the keeping or raising of dogs, cats or other animals for commercial purposes.*
6. *No trailer, basement house, tent, garage, barn or other out-building shall be erected or used as either a temporary or permanent residence.*
7. *No building shall be constructed or maintained on any lot nearer the front of the lot than the set-back line, as shown on the recorded plan; provided, however, open porches, either covered or uncovered, bay windows, steps, or terraces shall be permitted to extend in front of the setback line....*
8. *A perpetual easement is reserved on each lot as shown on the recorded plan, for the construction and maintenance of utilities, such as electricity, gas, water, sewerage, etc. and no structure of any kind shall be erected or maintained upon or over said easement.*
9. *Driveways shall be paved.....crushed limestone is expressly prohibited.*
10. *The sewerage from any residence on the premises shall meet the requirements of the sanitary laws of Davidson County or other public authority.*
11. *All owners of lots in this subdivision shall consult with Davidson County Highway Department before the installation of any driveway, culvert, or other structure within the dedicated roadway, and such placement or construction shall be done in accordance with the rules and regulations of said highway department.*
12. *On corner lots, no fence shall be constructed or maintained between either building or setback line, and either street; and on all other lots no fence shall be constructed or maintained between the front building or setback line and the street; provided however the planting of hedges, shrubbery or evergreens in lieu of a fence, and extending to the front or sides of any lot is permitted, provided such planting shall not be maintained at a height in excess of 42 inches. All houses located on corner lots shall face the intersection of the two streets forming said corner lot. In no case, shall the house be placed parallel with either of the two intersecting streets. Angle of placement of house shall not be less than 30 degrees unless written permission is received from the committee.*
13. *No residence shall be maintained on any lot without connections to the water from the water supply mains.*
14. *No detached garage, servants house or room permitted unless the owner of property has received written approval.*
15. *Developers and assignees can enter any lot for the purpose of cutting grass or cleaning up such lot.*
16. *All lots have a ten feet easement along each adjoining lot for the construction of proper bank slopes and other drainage necessities.*
17. *No residence shall be constructed or maintained with outside walls constructed of any material other than Brick, Natural Stone, Wood, or Stucco. (detailed minimum square footage requirements are provided as well)*
18. *A perpetual easement is reserved on lot 1 for the erection of the entrance and reasonable access is granted for the care and maintenance thereof.*
19. *The developer appointed a committee of 5 persons who are property owners within Brandywine to continue to enforce the covenants. The committee is self perpetuating, as one person vacates, the remaining members elect a successor.....The powers of this committee continue during the effective until the restrictions are allowed to expire without renewal.*
20. *The restrictive covenants contained in this documents run with the land and shall expire twenty years from the recording of this instrument; provided however, that the owners or record of two thirds or more of the lots in this subdivision may at any time prior to the expiration, by instrument of writing duly recorded in the office of the Register of Davidson County extend or renew these covenants for an additional term not to exceed twenty years.*
21. *The right of enforcement is vested in the owner of each lot...failure to do so could result in legal action.*
22. *If any provision of this instrument is declared void or imperative by a court, the balance remain in effect for the term of the agreement.*

The document also dictated that the developer would appoint a "Neighborhood Committee" of five individuals who would enforce the covenants throughout their term with a self perpetuating clause throughout the term of the covenants. The original five members of the committee included: J.R.Coarsey, R.R. Mincy, Walter C. Gaines, Lewis E. Gaines, and C.A. Wilson. The original covenants dated September 22, 1964, can be found in book 318, page 544 at the Davidson County Register of Deeds. A twenty year term was attached with

*Continued on page 4*



P.O Box 101  
Old Hickory, TN 37138

this to the original document. Subsequent documents were filed as each of the fifteen sections were opened through November 15th, 1976. The document was revised to incorporate more specific verbiage regarding private sewer and disposal systems in the mid 1970's as well.

After a careful review of the records, we were able to verify three of the original 19 sections are still covered by the neighborhood covenants through extensions that were filed, these are:

- -Section 12 – Expires August 2, 2013; Lots 212-227; Rolling Mill Court and Segment of Rolling Mill Road
- -Section 13 – Expires October 31, 2013; Lots 228-244; Segments of Rising Sun Lane and Rising Sun Terrace
- -Section 14 – Expires June 1st, 2014; Lots 245-248; Cul-de-sac segment of Louviers Lane

All other sections expired in 1984, 1994, 1995, and 2004, and no Renewal records are on file. Sections without covenants are covered by the Metro Codes. A link to these can be found on our website as well. For your reference, these guidelines are posted online at [www.nashville.gov](http://www.nashville.gov). If you are interested in viewing an original copy of these bylaws they will be posted on the website at [www.brandywinefarms.org](http://www.brandywinefarms.org) under "Links" within the next few weeks.

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## BFA FINANCIAL BRIEF

Beginning with this edition, and every edition going forward, the BFA will provide a financial report. This report will help everyone see where the money comes from and how it is being spent. As you may remember, our efforts began in March of 2008. Since then we have raised close to \$5000. This has been through newsletter advertising, neighborhood fund raisers, and private donations. Many additional donations and services have been provided without any expense to the neighborhood such as the food and beverages for our 2008 events, the landscaping and iron refurbishing at the main entrance, website hosting, etc. We will provide more details, every other month going forward; however, to start we are providing a summary recap for 2008 with the numbers rounded to the nearest tenth.

Income 2008	Income \$	Expense 2008	Expense
Private Donations	\$1,350.00	Non Profit Application	(\$300.00)
Newsletter Ads	\$560.00	Printing / Bank	(\$165.00)
Fundraisers	\$2,805.00	Holiday Decorations	(\$150.00)
Grant / State	\$0.00	Minor Entrance Repairs	(\$90.00)
<b>TOTAL INCOME:</b>	<b>\$4,715</b>	<b>TOTAL EXPENSE:</b>	<b>(\$705.00)</b>
<b>CURRENT BALANCE \$4010.</b>			

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