

Received and Recorded, July 9, 1959  
at 4:25 P. M., and Verified.

A. V. Black  
Register of Deeds

RESTRICTIONS, DEVON PARK : STATE OF NORTH CAROLINA  
WILLETTS REALTY COMPANY, INC. : COUNTY OF NEW HANOVER

RESTRICTIONS DEVON PARK

July 1, 1959

KNOW ALL MEN BY THESE PRESENTS, that Willetts Realty Company, Incorporated, a corporation duly organized and existing under and by virtue of the laws of the State of North Carolina, with its principal place of business in the City of Wilmington, County of New Hanover, and State of North Carolina, the present owner of "Devon Park" located in New Hanover County, North Carolina does hereby covenant and agree to and with all persons, firms or corporations now owning or hereafter acquiring any property in the area hereinafter described, that all of the lots shown upon the map of that certain subdivision "Devon Park" which is recorded in the office of the Register of Deeds of New Hanover County, North Carolina, in Map Book 7, at page 6. These restrictions shall apply to Lots 1 through 15 in Block G, Lots 11 through 14 in Block H, Lots 10 through 14 in Block O, Lots 16 through 25 in Block J, and Lots 15 through 26 in Block P, now owned by the subscriber hereto are hereby subject to the following restrictions as to the uses thereof, running with the said properties by whomsoever owned, to-wit:

1. The premises herein conveyed shall be used for residential purposes only, and no garage or other out building shall be constructed on said property until said residence has been completed. Apartment houses of two or more family units will be permitted, subject entirely to the approval of Willetts Realty Company, Inc., or its nominee.
2. No structure built upon the premises herein conveyed shall be nearer than 50 feet to the front lot line; except for Lot 16 in Block P which shall be no nearer to the front lot line than 40 feet; no residence shall be built nearer to either of the side lines of the lot than a distance equal to 10% of the width of the lot. In certain instances where practical a house can be built closer than 50 feet from the front lot line with the written permission of Willetts Realty Company or its assigns.
3. Only one dwelling house shall be constructed or maintained on the lot herein conveyed. This shall not prohibit construction of a garage apartment, after the main dwelling has been completed, and subject to the approval of Willetts Realty Company, Inc., or its nominee.
4. No surface closets shall be constructed, kept or maintained on the premises herein conveyed. No swine or cattle shall be kept on the premises; no nuisance of any kind shall be maintained or allowed thereon; and no use made thereof, or permitted, which shall be noxious or dangerous to health.
5. No residence shall be constructed on any lot or plot in this development the area of which lot or plot is less than 12,000 square feet, except for a garage apartment on the rear of the lot; the location of which must be approved in writing by Willetts Realty Company, Inc. or its nominee, before construction thereon is started. Under no circumstances shall two separate main structures be erected on one lot.
6. In the event that a purchaser acquires two or more lots for the construction of apartment houses, these restrictions shall not apply. However, approval of plans, specifications and locations and types of buildings shall be obtained in writing from Willetts Realty Company Inc. or its nominee, before construction thereon is started.
7. No trailer, basement, tent, shack, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. However, this shall not prohibit the maintenance of living quarters for servants or employees above a garage after the main dwelling house has been completed.
8. No dwelling house shall be erected or maintained on any lot with a square foot living area of less than 1,100 square feet.
9. The plans, specifications and locations on lots for all buildings shall be approved in writing by the Willetts Realty Company, Inc., or its nominee, before construction thereon is commenced.
10. No sign or bill-board of any description shall be displayed on this property with the exception of signs "For Rent" and/or "For Sale."
11. All covenants and conditions herein set out shall run with this land and shall be in full force and effect for a period of 20 years from July 1, 1959 at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.
12. Invalidation of any one of these covenants, by judgment, or court order, or otherwise shall in no wise affect any of the other provisions which shall remain in full force and effect.

Previous restrictions, if any, imposed on any part of the above described property, in conflict with the above restrictions are hereby declared null and void, and the above restrictions shall be solely controlling.

CORPORATE SEAL  
Attest: E. Moseley Fonvielle,  
Secretary

WILLETTS REALTY COMPANY, INC.  
By Frederick Willetts, Jr.,  
Vice President

STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

This 1st. day of July, 1959, personally came before me Audrey M. Woodall, a notary public for the State and County aforesaid, E. Moseley Fonvielle, who being by me duly sworn, says that he knows the common seal of Willetts Realty Company, Inc., and is acquainted with Frederick Willetts Jr., who is Vice-President of said corporation, and that he, the said E. Moseley Fonvielle, is

Secretary of said corporation, and saw the said Vice-President sign the foregoing instrument, and saw the said common seal of the said corporation affixed to said instrument by said Vice-President, and that he the said E. Moseley Fonvielle, signed his name in attestation of the execution of said instrument.

Witness-my-hand-and-notarial seal this-1st. day of July, 1959.

Notarial Seal  
My commission expires Oct. 26, 1960

Audrey M. Woodall,  
Notary Public

STATE OF NORTH CAROLINA  
NEW HANOVER COUNTY

The Foregoing Certificate of Audrey M. Woodall, notary public of New Hanover County, is adjudged to be correct. Let the said instrument drawn by E. Moseley Fonvielle with the Certificate be recorded.

This the 20 day of July, 1959.

Ethel A. Brown  
Dy. Clerk Superior Court

Received and Recorded, July 20, 1959  
at 3:15 P. M., and Verified.

P. J. Blash  
Register of Deeds

SUNSET PARK METHODIST CHURCH OF WILMINGTON, N. C. : TRUST AGREEMENT AND MORTGAGE  
TO :  
BOARD OF MISSIONS, N. C. ANNUAL CONFERENCE, SOUTHEASTERN : This Indenture, made this the 13  
JURISDICTION, OF THE METHODIST CHURCH, INCORPORATED : day of July, in the year of our Lord  
TRUST AGREEMENT AND MORTGAGE : One Thousand Nine Hundred Fifty-nine  
by and between the trustees of Sunset  
Park Methodist Church of Wilmington, County of New Hanover and State of North Carolina, Mortgagor  
party of the first part, and the "Board of Missions, North Carolina Annual Conference, Southeastern  
Jurisdiction, of the Methodist Church, Incorporated", a corporation organized and existing under  
the laws of the State of North Carolina, Mortgagee, party of the second part:

WITNESSETH: THAT: Whereas, the party of the first part does hereby represent and declare that it has acquired title to, and does now hold the premises hereinafter described, and that said premises shall be held, kept, maintained and disposed of as a place of Divine Worship for the ministers and members of the Methodist Church or as a place of residence for the traveling preachers of the Methodist Church, subject to the Discipline, usage and ministerial appoints of said Church, as from time to time authorized and declared by the General Conference of said Church, and the North Carolina Annual Conference, Southeastern Jurisdiction; and,

WHEREAS, the said party of the second part, in consideration of the usages and purposes to which said premises are devoted, as herein declared, has granted aid in the form of a conditional Donation in the amount of Thirteen hundred Dollars, to be secured and repaid as hereinafter set out:

NOW, The party of the first part in consideration of the foregoing, does for itself and its successors hereby promise and agree to and with the said party of the second part, that in case the property hereinafter described shall ever hereafter be alienated from the Methodist Church, or cease to be used for or be devoted to other uses and purposes than the uses and purposes set forth herein, then, the said party of the first part shall and will forthwith repay to the party of the second part, the successors or assigns thereof, the said amount with lawful interest thereon from the date of the aforesaid alienation, dissolution or abandonment.

AND the said party of the first part further agrees to keep the buildings adequately insured against lost or damage by fire, in an amount not less than the amount of the conditional donation herein set forth,

AND to secure the performance of its said covenants and obligations above set forth, and in consideration of the said premises,

THE said party of the first part does, by these presents, mortgage unto the party of the second part the said Board of Missions, North Carolina Annual Conference, Southeastern Jurisdiction of The Methodist Church, Inc., all of the following described property, to-wit:

BEING a part of what is known and designated as "Sunset Park" lying west of the Federal Point Road and south of Central Boulevard, and described as follows: Lots Nos. 5 and 6 in Block 2, according to the official plan or map of "Sunset Park" as surveyed by J. L. Becton; C.E., and dated August 1912, and duly recorded in the office of the Register of Deeds of New Hanover County in Book 70 at page 107, 108, 109 and 110, and now recorded in Map Book 3, page 40, of the New Hanover County Registry references to which said map is hereby expressly had for a more particular description of the lots herein conveyed.

THIS INSTRUMENT, is executed under authority of a resolution of the Corporation and the Quarterly Conference of Sunset Park Charge, in the bounds of the North Carolina Annual Conference held at meetings thereof on the 13 day of July, 1959 and the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, respectively.

NOW, if the said party of the first part shall repay said sum of money so conditionally donated, with interest thereon, then this indenture shall be void, or else remain in full force and effect.

IN WITNESS WHEREOF, we the undersigned Trustees of the \_\_\_\_\_ Methodist Church have hereunto set our hands and affixed our seals, the day and year first above written.

Marvin D. Curtis, Chairman  
Trustee

Grady F. Rogers,  
Trustee

R. H. Davis, Sr.,  
Trustee

H. F. Paul,  
Trustee

J. O. Davis,  
Trustee

H. F. Clardy,  
Trustee

See Book 848 Page 374 filed 1-7-69