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Fee Amt: \$26.00 Page 1 of 15  
Jones, NC  
Susan S. Gray Register of Deeds  
BK 392 PG 363

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2505 Henderson Drive  
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NORTH CAROLINA  
ONSLOW COUNTY

**DECLARATION OF RESTRICTIVE AND  
PROTECTIVE COVENANTS**

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS,  
hereinafter "Declaration," made the 1<sup>st</sup> day of November, 2017, by **FRANCON, INC.**, a  
corporation organized and existing under the laws of the State of North Carolina, hereinafter called  
"Declarant."

**W I T N E S S E T H:**

THAT WHEREAS, the Declarant is the owner of the real property described in  
paragraph 1 of this Declaration and is desirous of subjecting said real property to the protective  
covenants hereinafter set forth, each and all of which is and are for the benefit of such property  
and for each owner thereof, and shall inure to the benefit of and pass and run with said property,  
and each and every lot or parcel thereof, and shall apply to and bind the successors in interest  
and any owner thereof.

NOW, THEREFORE, Declarant hereby declares that the real property in and referred to  
in Paragraph 1 hereof is and shall be held, transferred, sold and conveyed subject to the  
protective covenants set for below:

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1. DESCRIPTION OF REAL PROPERTY:

The real property which is, and shall be held, transferred, sold and conveyed subject to the protective covenants set forth in the articles of this Declaration is located in Pollocksville Township, Jones County, North Carolina, is hereafter known as the "Property" and is more particularly described as follows:

BEING all of Lots 54 through 60 and Lots 83 through 87, inclusive, as shown on that plat entitled "FAWNS CROSSING SECTION I," prepared by Parker & Associates, Inc., dated May 18, 2017 and recorded in Plat Cabinet C, Slide 84, Page 2, Jones County Registry.


2. GENERAL RESTRICTIONS

Section 1. Residential Use: No lot, lots, or portions thereof shall be put to any use other than for residential purposes, except that any lot may be dedicated by the Declarant for a street or roadway. No structure shall be erected, altered, placed or permitted to remain on any lot other than a single, one (1) family dwelling not to exceed three (3) stories in height, (which may include separate living quarters for one or more members of the owners' family or relative), a private garage which may contain living quarters for occupancy by domestic servants of the lot occupant only, provided that the same are constructed in line with general architectural design and construction standards used as the dwelling itself. Each dwelling shall contain a minimum of 1100 heated square feet, and if two-story, the first floor shall contain a minimum of 600 square feet. This covenant shall not be construed as prohibiting the use of a new dwelling as a model home for sales/rental purposes.

Section 2. Prohibited Structure: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporary or permanently. No house trailer, mobile home or like structure shall be allowed on the property at any time, or any other structure which is finished or partially finished at a manufacturing unit or plant and transported for quick assembly or which is designed to be disassembled and relocated shall be allowed. It is specifically the intention and purpose of this covenant to prohibit the location of mobile homes, trailers, modular houses, relocatable houses, or similar type structures on the property. This covenant shall not be construed as prohibiting the use of such a structure as a sales/rental model, office or construction site facility.

Section 3. Building Location: No building, residence, garage or other permitted accessory building shall be located on any lot nearer to the front line, any side street line, interior or rear lot line, than as shown on the recorded plat. For the purpose of this covenants, eaves, steps, open porches, and carports shall not be considered as a part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. An error of not more than ten (10) percent in the location of a building on the

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lot with respect to the minimum set back lines shall not be considered a violation of this covenant.

Section 4. Nuisances: No noxious, offensive, or illegal activity shall be carried on or conducted upon any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood. All lots, whether occupied or unoccupied, shall be well-maintained and no unattractive growth or accumulation of rubbish or debris shall be permitted to remain on a lot. No automobile, other vehicle(s), motorcycle(s) or other similar items shall be repaired or placed "on blocks" or stands except in an enclosed garage. Declarant, its successors or assigns, reserves the right to enter upon and cut grass, weeds, or undergrowth on any lot or easement, but shall be under no obligation to do so. The Declarant may contract for, and assess to owner, any maintenance necessary to enforce his covenants.

Section 5. Animals: No animals, livestock, or poultry of any kind shall be kept or maintained on any lot in any dwelling except that usual and common household pets may be kept provided that said pet is not kept for breeding or commercial purposes. All pets shall be registered, licensed, and inoculated as required by law. Any household pet shall not be allowed off the lot of the Owner of said pet unless said pet is attended and on a leash. Owners shall clean up behind any pet both on the Owner's property and on the common roadways and sidewalks within the Property. Owners shall be solely and absolutely liable for the acts of a pet kept on their lot.

Section 6. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be burned or disposed of on any lot and shall be kept in sanitary containers approved by the Architectural Control Committee. All equipment for the storage prior to disposal of such material shall be kept in a clean and sanitary condition. The placement of containers shall be approved by the Architectural Control Committee and, in any event, shall be kept in an enclosed area not subject to view from any person, from any direction. The Declarant reserved the right itself, its successors and assigns, to contract for garbage collection services for each lot in the subdivision and the lot owner shall be responsible for the payment of such garbage services to the company providing the same.

Section 7. Exterior Lights: All light bulbs or other lights installed in any fixture located on the exterior of any dwelling, building or other structure located on any lot shall be clear or white lights or bulbs. No mercury vapor or similar wide area lighting similar to streetlights shall be allowed without prior Architectural Control Committee approval.

Section 8. Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines

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extended. The same sight line limitations shall apply on any within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement.

No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 9. Signs: No sign, billboard, or other advertising of any kind, including without limitation professionally prepared "for sale" and "for rent" signs, shall be placed or erected on any lot, right of way or common areas, if any, save and except a professionally prepared "for sale" or "for rent" sign not to exceed six (6) square feet in size. Although approval by the Architectural Committee is not required prior to the display of such signs, the Architectural Control Committee may itself remove, have removed, or require the removal of any such sign which in its opinion would not otherwise be allowed under paragraph 6 of this Declaration. A valid easement shall exist on any lot for such removal by the Architectural Control Committee or its agents. Provided, however, nothing shall prohibit or limit in any manner "construction" signs designating the job site and builder which may be placed upon a lot during the period of the construction of a residential dwelling on the lot but must be immediately removed upon final completion of such construction. Notwithstanding the above, any additions to the Project Property in the Development area may be further limited in regard to signs, billboards or an advertising as set out in any Supplemental Declaration. Nothing herein shall prohibit any sign erected by the Declarant or its assigns.

Section 10. Driveways/Parking: All driveways constructed on any lot shall be paved with either asphalt or concrete. An owner shall provide a minimum of one (1) paved off-street parking space(s), excluding garage space(s), and shall provide at least one parking space per automobile or other vehicle owned and regularly used at the lot. On street parking is prohibited except for temporary, short gatherings.

Section 11. Subdivision: No lot shall be subdivided if the result of each subdivision is separate ownership of less than a whole lot; provided, however, that the Declarant, its successors or assigns, reserve the right to make minor boundary line adjustments between lots so long as said adjustment does not exceed ten percent (10%) of the total area of a given lot; and further provided that one lot may be combined with another lot or lots or a portion thereof to create a larger lot, in which case these restrictive covenants shall be construed to apply to the larger lot so created.

Section 12. Vehicles, Boats, Storage, Travel Trailers, etc.: No vehicle without current inspection sticker shall be parked overnight on any lot except in an enclosed garage. A pleasure boat on its trailer, campers and recreation vehicles may be parked upon the lot provided it does not obstruct the roadway in any way. Raw firewood, bicycles, motorcycles, or other items may be stored only on that part of any lot away from the street lying beyond the front line of the house so that it is not viewable from any street. No automobile, other vehicle(s), motorcycle(s)

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or other similar items shall be repaired or placed "on blocks" or stands except in an enclosed garage.

Section 13. Trees: Except as to development or construction by Declarant, or as may be approved by the Architectural Control Committee, no tree four (4") inches in diameter at any location on said tree or ten feet (10') in height shall be cut, removed or intentionally damaged on any lot unless first approved by Architectural Control Committee. The Architectural Control Committee shall have the authority to assess a penalty of up to \$500.00 for each such tree cut, removed or intentionally damaged and assess said amount against the lot.

Section 14. Swimming pools: Outdoor swimming pools, hot tubs, Jacuzzi's, and other similar facilities may be located on a lot provided it is screened and fenced. All such improvements shall meet the approval of and shall comply with all governmental laws and regulations.

Section 15. Clotheslines: Clotheslines shall be not more than six (6) feet in height from the ground and shall not be viewable from the street.

Section 16. Fence Minimum Requirements: No fences over six (6) feet in height shall be constructed on any lot. No fence shall be erected between the front of any building and street right of way. Any portion of any fence which can be viewed from the street right of way shall be of an ornamental nature and chain link or other wire fencing shall not be considered ornamental. The term fence shall include but not be limited to, a wall, fence, landscaping, berm, or hedge, which act as a fence or privacy or security inducing structure.

Section 17. Street Lighting Agreement: The Declarant reserves the right to subject the real property in this subdivision to a contract with an electric utility company for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to an electric utility company by the owner of each lot.

Section 18. Street Maintenance and Utility Easements: The owner of a lot shall be responsible for the shoulders and the ditches from the property line to the edge of the pavement during construction of houses. Once sold to the homeowner, each owner will be responsible for maintaining the shoulders and ditches from the right-of-way to the edge of the pavement. This includes mowing, additional seeding and/or any other maintenance required. All builders are responsible for sodding their ditches with Bermuda grass from the edge of the pavement back twenty feet. The ditch must be constructed and maintained in compliance with the standards of the North Carolina Department of Transportation (DOT) for grade and shape for roadways to be accepted into the DOT system for maintenance until such time as the roadways are dedicated to DOT and accepted into the maintenance of the DOT.

Section 19. Structures within the Street Right of Way. No driveway headwall, column, fence, mailbox, newspaper delivery box, basketball goal or other structure or roadside

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obstruction, constructed or placed within the right of way of any street as shown on the recorded plat of the subdivision shall be allowed to remain unless approved by the Declarant and/or the Architectural Control Committee and no such structure shall be allowed to remain which prevents the Department of Transportation from assuming maintenance of the streets and roadways within the subdivision.

Section 20. Variances. The Declarant reserves the right and the authority to allow further encroachment by any lot owner into the aforesaid front line, any side street line, interior or rear lot line or other setback lines or any drainage or utility easement described herein or shown on the aforesaid recorded plat or further plat of the Property prior to construction or to grant a variance as to any encroachment after the commencement or completion of construction. In addition, the Declarant may also vary the provisions of this Declaration regarding the height of the buildings provided such variance granted shall be in conformity with the intent and purposes of the general development scheme of the subdivision and provided that the variance or adjustment shall not materially be detrimental or injurious to other property or improvements within the subdivision. When the Declarant has conveyed the last numbered lot in the property subject to this Declaration, whether said property is part of the original lots subject to this Declaration or part of the property described in Exhibit A, attached hereto and incorporated herein by reference, as evidenced by the recordation of a deed therefore, then the right to grant further encroachment into the setback lines and authority to grant variances for encroachments into said setbacks shall inure to the Architectural Control Committee.

3. ARCHITECTURAL CONTROL COMMITTEE:

Section 1. Except for original and initial construction and subsequent modification of improvements by the Declarant on any lot which such construction is and shall be exempt from the provisions of this provision, no building, wall, fence, landscaping, berm or hedge which act as a fence or privacy inducing structure, pier, dock, ornamentation, or other structure or improvements of any nature shall be erected, place or altered on any lot until the construction plans and specifications and a plan showing the location of the structure and landscaping as may be required by the Architectural Control Committee have been approved in writing by the Architectural Control Committee. Each building, wall, fence or other structure or improvements of any nature, together with any ornamentation or landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans, specifications and plots plans, or any of the, may be based on any ground, including purely aesthetic grounds which in the sole and uncontrolled discretion of said Architectural Control Committee deem sufficient. Any change in the appearance of any building, wall, fence or other structure or improvements and any change in the appearance of the landscaping (except the planting of flowers and shrubs indigenous to the area), shall be deemed an alteration requiring approval. The Architectural Control Committee shall have the power to promulgate such rules and regulations, as it deems necessary to carry out the provisions and intent of this paragraph.

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**Section 2.**

(A) Within 30 days after receipt of all information, the Architectural Control Committee shall submit in writing to the owner of the lot a response stating whether or not the requested improvements are approved. Unless a response is given by the Architectural Control Committee within 30 days, the plan shall be deemed approved. The response of the Architectural Control Committee may be an approval, a denial, an approval with conditions or a request for additional information. A request for additional information shall be deemed a determination that the information submitted was inadequate and the 30 day time period for response shall only commence upon the receipt of the requested additional information. Conditional approvals may be granted and if approval with conditions is granted and thereafter construction begins, the construction shall be deemed approved by the owner of the lot of the conditions imposed.

(B) Refusal of approval of plans, specifications and plot plans or any of them may be based upon any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Architectural Control Committee shall deem sufficient. The

Architectural Control Committee shall make the following affirmative finds before any plans are approved:

- (1) That the improvements sought to be constructed will not have a negative economic impact on any other lot within the subdivision.
- (2) That all required specific buildings standards and other conditions contained within the Restrictive Covenants, By Laws and other subdivisions documents have been met.
- (3) That the improvements are architecturally compatible with proposed or constructed improvements on other lots within the subdivision.
- (4) That the natural features of the lot have been retained to the maximum extent possible.

**Section 3.** The paint, coating, stain and other exterior finishing colors on all buildings may be maintained as that originally installed, without prior approval of the Architectural

Control Committee, but prior approval by the Architectural Control Committee shall be necessary before any such exterior finishing color is changed.

**Section 4.** Until such time as the sale of the last numbered lot in the subject property is evidenced by the recordation of a deed therefore, all rights, privileges, powers and authority granted herein to the initial Architectural Control Committee, to whom the specific power to act hereunder is expressly conveyed, shall be exercised by Declarant, its successors or assigns. In the event of the dissolution of Declarant or the failure of Declarant to specifically assign the rights, privileges, powers and authority hereunder prior to the sale of the last numbered lot in the

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subdivision known as the subject property, then any owner may provide notice to each owner by registered mail of a meeting to be held not less than 30 days thereafter, where the owners may elect, by a majority vote of those present and a quorum having been obtained, and Architectural Control Committee. The said committee shall be composed of three (3) owners and who shall serve until the next meeting. At any time after the initial meeting, the individual owners of record of three (3) lots may call a meeting to be held after 30 days notice by registered mail to all of the other said lot owners of record, and may elect a new Architectural Control Committee, fill any vacancies on the Architectural Control Committee, or remove the members of the existing Architectural Control Committee. A quorum for any meeting of individual lot owners shall be the owners of at least ten percent (10%) of the lots in the subdivision known as the subject property.

Section 5. A majority of the Architectural Control Committee may take any action said Committee is empowered to take, may designate a representative to act for the Architectural Control Committee, and may, upon the approval of the Board of Directors, employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the Architectural Control Committee, the remaining members shall have full authority to designate a successor. The members of the Architectural Control Committee shall not be entitled to any compensation for services performed pursuant to this covenant. The Architectural Control Committee may establish a fee to cover the expense of reviewing plans and related data at the time plans are submitted for review in order to compensate any consulting architects, landscape architects, urban designers or attorneys.

Section 6. Any requirement for registered mail service shall be complied with by mailing said notice to the address shown on the county tax records for the respective lot owner.

#### 4. EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10) feet of each lot. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through a drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

The grantor reserves for itself, its successors or assigns, an easement and right at any time in the future to grant a right of way under, over and along ten (10) feet off the side, rear and front property lines of each and every lot in the subdivision described herein, for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, drainage or other utilities including water and sewer services.

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Until such time as the Declarant has conveyed all interest in the Property or any property annexed into this Declaration as provided herein, the Declarant reserves a blanket easement and right of way on, over and under the ground to maintain and correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary. Following such action, the Declarant shall restore the affected property to its original condition as near as practical. The Declarant shall give reasonable notice of its intent to take such action to all affected owners, unless in the opinion of the Declarant an emergency exists which precludes such notice.

**5. ENGINEERED SEPTIC SYSTEMS:**

It is likely that some of the houses constructed upon lots within the Property will require a septic system that will require an annual inspection, review and approval by an operator approved by Jones County. Until a lot is conveyed by the Declarant, the Declarant shall be responsible for retaining an operator, approved by Jones County, to inspect, review and approve said system. Upon conveyance of a lot by the Declarant, the Declarant shall pay for such inspection, review and approval for a period of one year from the date of the conveyance by the Declarant to the first owner of the lot. Thereafter, the owner of said lot shall be responsible for said costs and the costs of any repairs required to said system. By acceptance of a deed to any lot, the owner of said lot specifically consents and agrees to this provision.

**6. MAILBOX KIOSK:**

The Declarant has provided a mailbox kiosk that has mail receptacles for each lot within the Property. As lots are annexed into this Declaration, additional mail receptacles and/or mailbox kiosks may be added. Each lot owner will be provided a key to the mailbox receptacle within the kiosk that corresponds to their lot. Thereafter, any further keys or replacement keys will be issued by the United States Postal Service. In the event the United States Postal Service fails or refuses to maintain said mailbox kiosk, then the homeowners shall be jointly responsible to maintain the mailbox kiosk. After providing said mailbox kiosk, the Declarant shall have no further obligation to maintain or repair said kiosk or replace keys.

**7. EXPANSION OF THE PROPERTY BY DECLARANT**

Declarant may acquire all or any portion of the property described on **Exhibit A**, attached hereto and incorporated herein by reference as if fully set forth. If Declarant does acquire such property, until all property described in **Exhibit A** has been subjected to this Declaration or twenty (20) years after the recording of this Declaration, whichever is earlier, Declarant reserves the right, but not the obligation, to subject unilaterally to the provisions of this Declaration all or any portion of the real property described in **Exhibit A** which Declarant currently owns or to which Declarant may obtain title in the future. Declarant may transfer or assign this right to

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subject property to this Declaration, provided that the transferee or assignee is the developer of or owns at least a portion of the real property described in **Exhibit A**, and provided that the transfer or assignment is evidenced by a recorded document. The Declarant may also identify and add to the Property by amendment hereto any other such property as Declarant in its sole discretion may determine.

Declarant, acting in its sole and absolute discretion, shall have the right, but not the obligation to establish separately within the additional areas subjected to this Declaration, recreational areas and amenity areas, or some, all or none of these, and to designate common areas for the exclusive use of a portion of any additional areas subjected to this Declaration. Every Lot situated within any additional property subjected to this Declaration may be subjected to different or additional covenants, conditions, restrictions and additional assessments for services provided to said Lots. Such additional covenants may be set forth in this Declaration or a Supplemental Declaration.

Declarant shall subject additional property to this Declaration by recording an Annexation Declaration describing the property being subjected. Such Annexation Declaration shall not require the other lot owners' consent but shall require the consent of the owner of such property annexed, if other than Declarant. Any such annexation shall be effective upon the recording of such Annexation Declaration unless otherwise provided therein.

## 8. DECLARANT RIGHTS

Section 1. Reasonable Rights To Develop. Declarant, builders approved by Declarant and/or their contractors or subcontractors may construct improvements to or within the Property including to the Lots. The completion of such construction and the sale or other disposal of the Lots is essential to the establishment and welfare of the Property. Therefore, until such time as the Declarant has conveyed all right title and interest in the Property and has disposed of all interest which they have in and to the property described on Exhibit A, attached hereto, nothing in this Declaration or the other Governing Documents shall be construed to:

- A. Prevent Declarant, approved builders, or their contractors or subcontractors from doing whatever is reasonably necessary or advisable in connection with the commencement or completion of the above-described work throughout the Property;
- B. Prevent Declarant or its representatives from erecting, constructing, and maintaining anywhere within the Property such structures as reasonably may be necessary for the conduct of its business of completing the work and disposing of the Lots by sale, lease, or otherwise;
- C. Prevent Declarant and/or builders approved by Declarant from maintaining such signs and conducting such activities in any part of the Property owned by Declarant and/or builders approved by Declarant as Declarant and/or builders may deem to be reasonably necessary for the sale, lease, or disposition of Lots; or

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D. Prevent Declarant and/or builders approved by Declarant from placing and utilizing on Lots or other property which it owns one or more mobile trailers or temporary structures as sales offices or for construction activities.

Nothing in this Section shall give Declarant and/or builders approved by Declarant the right to damage any Lot or other property not owned by Declarant and/or builders approved by Declarant.

Section 2. Right to Approve Additional Covenants. Until the Declarant has conveyed all right title and interest in the Property and has disposed of all interest which they have in and to the property described on Exhibit A, attached hereto, no person or entity shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Property without Declarant's prior written approval. Any instrument recorded without such consent shall be void and of no force and effect unless Declarant subsequently consents in a recorded document.

Section 3. Right to Transfer or Assign Declarant Rights. Any or all of Declarant's rights or obligations set forth in this Declaration may be transferred in whole or in part to other persons; however, the transfer shall not reduce an obligation or enlarge a right beyond that which Declarant has under this Declaration. No such transfer or assignment shall be effective unless evidenced by a recorded document. The foregoing sentence shall not preclude Declarant from permitting other persons to exercise, on a one-time or limited basis, any right reserved to Declarant in this Declaration where Declarant does not intend to transfer such right in its entirety. In such case it shall not be necessary to record any written assignment unless necessary to evidence Declarant's consent to such exercise.

Section 4. Easement to Inspect and Right to Correct. Declarant reserves for itself and such other persons as it may designate perpetual non-exclusive easements throughout the Property to the extent reasonably necessary for the purposes of accessing, inspecting, testing, redesigning or correcting any portion of the Property including Lots and common areas, if any. Declarant shall have the right to redesign or correct any part of the Property, including Lots owned by Declarant and common areas, if any.

Section 5. Amendment to Declaration. Until Declarant has conveyed all right title and interest in the Property and has disposed of or waived all interest which they have in and to the property described on Exhibit A, attached hereto, Declarant shall have the right to amend or rescind and restate this Declaration by a recorded document, without approval or joinder of any other party, person or entity.

Section 6. Review of Design and Construction. Until the Declarant has conveyed all right title and interest in the Property and has disposed of all interest which they have in and to the property described on Exhibit A, attached hereto, Declarant shall have the right to control the design, quality, installation and construction of improvements within the Property.

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Section 7. Supplemental Declarations. Declarant shall have the right at any time, to record supplemental declarations for portions of the Property.

9. GENERAL PROVISIONS:

Section 1. Term: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time such covenants shall be automatically extended for successive periods of then (10) years.

Section 2. Enforcement: In the event of a violation or breach of any of these restrictions, covenants, agreements and conditions by any person or concern claiming by, through or under the undersigned, or by virtue of any judicial proceedings, the Association, its successors and assigns and the owners of the number lots in the subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms thereof or to prevent the violation or breach of any of them. Costs and reasonable attorney fees shall be recoverable by the Association as part of any judgment or order to enforce these Restrictive Covenants. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

Section 2.1. Remedies Extended to the State of North Carolina: To ensure that this subdivision is maintained consistent with the laws of the State of North Carolina, the State of North Carolina is specifically empowered to take such acts necessary by and through its officers to enforce any of these covenants against an owner. The State of North Carolina is specifically made a beneficiary of these covenants.

Section 3. Modification of Restrictive Covenants: Except as to specific rights retained by Declarant, these restrictions are subject to being altered, modified, canceled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof during the first twenty (20) year period by written document executed by the Declarant or their successors in title and by the owner of not less than seventy-five percent (75%) or more of the subdivided lots.

During the first twenty (20) year period, unless the Declarant has conveyed their interest in the Property and the property described on Exhibit A attached hereto, no person or entity shall record any declaration of covenants, conditions and restrictions or similar instrument affecting any portion of the property subject hereto without Declarant's prior written approval. Any instrument recorded without such consent shall be void and of no force and effect unless Declarant subsequently consents in a recorded document. **Within said twenty (20) year period, the Declarant may alter or amend these covenants without consent of anyone.** After the expiration of the initial twenty (20) year period, these restrictions are subject to being altered, modified, canceled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by not less than seventy-five percent (75%) of

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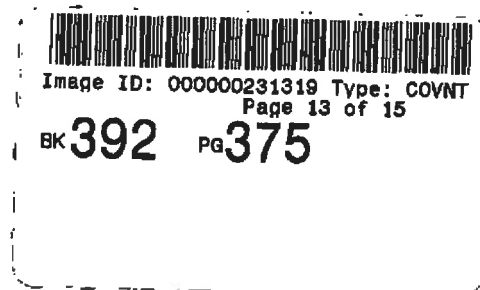


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the Lot Owners, and recorded in the Register of Deeds of the County in which this Declaration is recorded. Any amendment must be recorded to be effective.

Section 5. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

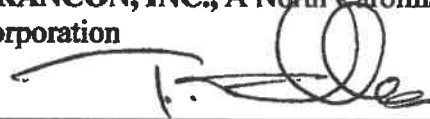
**(SIGNATURES ON FOLLOWING PAGE)**



GLENN O'KEITH FISHER  
ATTORNEY AT LAW  
2505 Henderson Drive  
Jacksonville, NC 28546

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or if corporate, have caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, this the day and year first above written.

FRANCON, INC., A North Carolina corporation



Thomas W. Franklin, President

STATE OF NORTH CAROLINA  
COUNTY OF ONSLOW

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Thomas W. Franklin, President.

This the 1 day of November, 2017.

NOTARY SEAL

Chelsea Bradham

Notary Public

Chelsea Bradham

Typed or printed name of notary

My commission expires: 03/05/2022

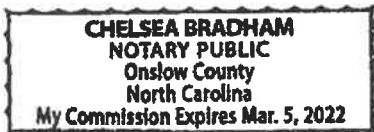


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**Exhibit A to Fawns Crossing Declaration**

Being all of that certain tract of land lying on the North side of SR 1119 (Davis Field Road) containing 58.45 acres, more or less, as shown on a map of survey prepared by Gairy I Canady dates September 10, 2009 which map is recorded in Map Cabinet C, Slide 22, Page 6 of the Jones County Registry and is incorporated herein by reference for a more particular description.



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