

any of these covenants and restrictions shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenants.

Section 5. "Variances": The Association may allow reasonable variances and adjustments of the restrictions set forth in this Declaration in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided however, that any such variance granted must be done in conformity with the intent and purposes of the general development scheme and provided also that in every instance such variance or adjustment shall not materially be detrimental or injurious to other property or improvements within the Properties.

IN WITNESS WHEREOF, as the above date, Grantor (whether person, corporation, limited liability company, general partnership, limited partnership, or other entity) has signed this instrument in the ordinary course of business, by the signature(s) below if its duly authorized representative(s), as the act of such entity.

GREENVILLE TIMBERLINE, LLC

BY:

[Handwritten Signature]

C. G. Watkeys, Attorney in Fact

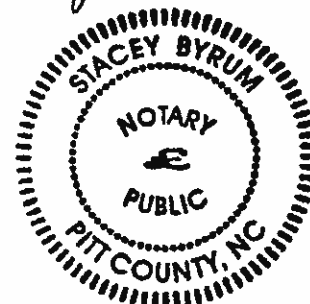
STATE OF NORTH CAROLINA
COUNTY OF Pitt

I, the undersigned Notary Public, do hereby certify that C. G. Watkeys, Attorney-in-Fact for Greenville Timberline, LLC, personally appeared before me this day and being by me duly sworn says that he executed the foregoing and annexed instrument for and on behalf of Greenville Timberline, LLC, and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the Office of Register of Deeds for Beaufort County, North Carolina, on 12/30/05 and recorded in Book 1496, Page 731 and that this instrument was executed under and by virtue of the authority duly given by said instrument granting him the power of attorney; that the said C. G. Watkeys acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and on behalf of the said Greenville Timberline, LLC.

WITNESS my hand and official seal, this the 20th day of December, 2005.

[Handwritten Signature: Stacey Byrum]
NOTARY PUBLIC

My Commission Expires: November 4, 2009





Summation of Covenants

- 1. No more than one single family dwelling per lot with a minimum of 1800 square feet. Once construction begins it must be complete within 365 days.*
- 2. Cedar Mill Landing will be a private community with a Homeowners Association and Association dues of \$200.00 per year. Dues are payable and pro-rated at closing.*
- 3. Cedar Mill Landing will have an Architectural Review Board. All structures and/or improvements must be submitted to the Review Board for approval, and must comply with all local, state and federal laws and regulations.*
- 4. No breeding of any animal for commercial or recreational purposes.*
- 5. No further subdivision of any property except to enlarge two or more properties.*
- 7. Docks, bulkheads, walkways and boat ramps are allowed on all waterfront properties. The lot owner will be responsible for individual permits and for all work done on waterfront lots. All individuals must comply with all Federal, State and Local regulations and Buffers.*
- 8. One outbuilding is permitted on each lot and must be built in conformance with the main residence.*
- 9. No structure other than a fence may be constructed within ten (10) feet of the property lines without written consent from Declarant or Cedar Mill Landing Architectural Review Board.*
- 10. No singlewide or doublewide trailers will be permitted on any lot. Modular Homes are permitted but must be approved by the Architectural Review Board. Homes must have a minimum roof pitch of 6-12 and cannot have a Title or VIN number.*
- 11. All lots must be developed in accordance with the Cedar Mills storm water permit.*
- 12. This document does not replace the Cedar Mill Landing Subdivision, recorded Covenants.*
- 13. The owner of said Lot shall have deposited or caused to be deposited with the Association a deposit to defray the cost of repair of any common facilities damaged by the proposed construction in the minimum amount of \$5,000.00 for home construction and a minimum of \$250.00 for any other improvements or such higher amount as the Association may set.*