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 Onslow County, NC
 Rebecca L. Pollard Reg. of Deeds
 BK **3571** PG **547-552**

STATE OF NORTH CAROLINA

COUNTY OF ONSLOW

DECLARATION OF COVENANTS
 CONDITIONS AND RESTRICTIONS
 FOR MIMOSA BAY SUBDIVISION
 PHASE V, SECTION ONE-A

This Declaration of Covenants, Conditions and Restrictions For Mimosa Bay Subdivision PHASE V, Section One-A ("Phase V, Section One-A Declarations") made the 18th day of March, 2011, by BLUE MARLIN, L.L.C., hereinafter referred to as "Declarant" or "Developer" for the purposes hereinafter stated:

WITNESSETH:

WHEREAS, Blue Marlin, L.L.C. ("Declarant") is the owner of certain real property in Onslow County, North Carolina, known as MIMOSA BAY, PHASES I, II, III and IV, as shown on plats recorded in the Office of the Register of Deeds of Onslow County, North Carolina, in Map Book 48, page 171, Map Book 48, Page 239, Map Book 49, page 140, Map Book 50, page 79, Map Book 50, page 125, Map Book 51, page 46, Map Book 50, page 191, Map Book 50 page 231, Map Book 50, Page 95, Map Book 50 page 192 and Map Book 51, page 44 to which reference is made for a more particular description, and also owns the Property that is known as MIMOSA BAY, PHASE V, Section One-A, as shown on a plat recorded in the Office of the Register of Deeds of Onslow County, North Carolina, in Map Book 61, Page 166 to which reference is made for a more particular description (hereinafter "Mimosa Bay Phase V, Section One-A" or "Phase V, Section One-A"); and

WHEREAS, the Mimosa Bay Subdivision is subject to Declaration of Covenants, Conditions and Restrictions For Mimosa Bay Subdivision filed June 16, 2005, which are recorded in Book 2464 at Pages 372 through 402 and those filed March 10, 2006, which are recorded in Book 2615 at Pages 688 through 690 of the Register of Deeds for Onslow County ("Declarations"); and

WHEREAS, pursuant to Article VII of the Declarations, the, Declarant has the right to include Phase V, Section One-A within the Mimosa Bay Subdivision and subject Phase V, Section One-A to the Declarations; and

WHEREAS, the Bylaws of Mimosa Bay Homeowners Association, Inc. ("Bylaws") were filed June 16, 2005 and are recorded of record in the Onslow County Register of Deeds at Book 2464, Pages 403 through 415; and

WHEREAS, the Bylaws provide Declarant with the ability to subject Phase V, Section One-A to said Bylaws such that all owners of any Lots within Phase V, Section One-A shall become members of Mimosa Bay Homeowners Association, Inc. and subject to the rights, obligations and responsibilities of the Bylaws;

WHEREAS, Declarant executes this document for the sole purpose of clarifying the entitlement and desire to incorporate Phase V, Section One-A into the Mimosa Bay Subdivision;

NOW, THEREFORE, in accordance with the recitals which by this reference are made a substantive part hereof, Declarant declares that:

ARTICLE I
PHASE V, SECTION ONE-A IS SUBJECT TO
DECLARATION AND BYLAWS

All of the property described herein, and, specifically, Mimosa Bay Phase V, Section One-A, is made subject to Declaration of Covenants, Conditions and Restrictions For Mimosa Bay Subdivision filed June 16, 2005, which are recorded in Book 2464 at Pages 372 through 402 and those filed on March 20, 2006, which are recorded in Book 2615 at Pages 688 through 690 of the Register of Deeds for Onslow County and the Bylaws of Mimosa Bay Homeowners Association, Inc. ("Bylaws") were filed June 16, 2005 and are recorded of record in the Onslow County Register of Deeds at Book 2464, Pages 403 through 415 and that such easements, restrictions, covenants and conditions shall burden and be appurtenant to and run with said Mimosa Bay Phase V, Section One-A properties and be binding on all parties now or hereafter owning said real property and their respective heirs, successors and assigns, having any right, title or interest in the properties in said Mimosa Bay Phase V, Section One-A properties, or any part thereof, and shall inure to the benefit of each owner thereof and their respective heirs, successors and assigns. Provided however, that if any provision or provisions in said Declarations conflicts with any provision set forth herein, the provision set forth herein shall control.

ARTICLE II
IMPERVIOUS COVERAGE

SECTION 1. The maximum allowable built-upon area per Lot is as follows (this data is for Lots shown on the above-referenced plat plus lots for which the Declarant has an approved storm water plan but which Declarant is under no obligation to subdivide or develop in any particular fashion or for any particular use):

<u>Lot #</u>	<u>(sf)</u>	<u>Lot #</u>	<u>(sf)</u>	<u>Lot #</u>	<u>(sf)</u>	<u>Lot #</u>	<u>(sf)</u>
1	4075	66	3500	131	6000	196	6000
2	4075	67	3500	132	6000	197	6000
3	4075	68	3500	133	6000	198	6000
4	4075	69	3500	134	6000	199	6000
5	4075	70	3500	135	6000	200	6000
6	4075	71	3500	136	6000	201	6000

<u>LOT #</u>	<u>(sf)</u>	<u>Lot #</u>	<u>(sf)</u>	<u>Lot #</u>	<u>(sf)</u>	<u>Lot #</u>	<u>(sf)</u>
7	4075	72	3500	137	6000	202	6000
8	4075	73	3500	138	6000	203	6000
9	4075	74	3500	139	6000	204	6000
10	4075	75	3500	140	6000	205	6000
11	4075	76	3500	141	6000	206	6000
12	4075	77	3500	142	6000	207	6000
13	4075	78	3500	143	6000	208	6000
14	4075	79	3500	144	6000	209	6000
15	4075	80	3500	145	6000	210	6000
16	4075	81	3500	146	6000	211	6000
17	4075	82	3500	147	6000	212	6000
18	4075	83	3500	148	6000	213	6000
19	4075	84	3500	149	6000	214	6000
20	4075	85	3500			215	6000
21	4075	86	3500			216	6000
22	4075	87	3500			217	6000
23	4075	88	3500			218	6000
24	4075	89	3500			219	6000
25	4075	90	3500	155	6000	220	6000
26	4075	91	3500	156	6000	221	6000
27	4075	92	3500	157	6000	222	6000
28	4075	93	3500	158	6000	223	6000
29	4075	94	3500	159	6000	224	6000
30	4075	95	3500	160	6000	225	6000
31	4075	96	3500	161	6000	226	6000
32	4075	97	3500	162	6000	227	6000
33	6000	98	3500	163	6000	228	6000
34	6000	99	3500	164	6000	229	6000
35	6000	100	3500	165	6000	230	6000
36	6000	101	6000	166	6000	231	6000
37	6000	102	6000	167	6000	232	6000
38	6000	103	6000	168	6000	233	6000
39	6000	104	6000	169	6000	234	6000
40	6000	105	6000	170	6000	235	6000
41	6000	106	6000	171	6000	236	6000
42	6000	107	6000	172	6000	237	6000
43	6000	108	6000	173	6000	238	6000
44	6000	109	6000	174	6000	239	6000
45	6000	110	6000	175	6000	240	6000
46	6000	111	6000	176	6000	241	6000
47	6000	112	6000	177	4075	242	6000
48	6000	113	6000	178	4075	243	6000
49	6000	114	6000	179	4075	244	6000
50	6000	115	6000	180	4075	245	6000
51	6000	116	6000	181	4075	246	6000
52	6000	117	6000	182	4075	247	6000
53	6000	118	6000	183	4075	248	6000

<u>Lot #</u>	<u>(sf)</u>	<u>Lot #</u>	<u>(sf)</u>	<u>Lot #</u>	<u>(sf)</u>	<u>Lot #</u>	<u>(sf)</u>
54	6000	119	6000	184	4075	249	6000
55	6000	120	6000	185	4075	250	6000
56	6000	121	6000	186	4075	251	6000
57	6000	122	6000	187	4075	252	6000
58	6000	123	6000	188	4075	253	6000
59	6000	124	6000	189	6000	254	6000
60	6000	125	6000	190	6000		
61	6000	126	6000	191	6000		
62	6000	127	6000	192	6000		
63	6000	128	6000	193	6000		
64	6000	129	6000	194	6000		
65	3500	130	6000	195	6000		

These allotted amounts include any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, coquina and parking areas, but does not include raised, open wood decking, or the water surface of swimming pools. Declarant reserves the right to recalculate the maximum allowable built-upon areas if required or allowed by applicable regulations.

ARTICLE III EASEMENTS

All Easements set forth in the Declarations are extended to Phase V, Section One-A and all Common Elements and Lots therein.

ARTICLE IV MINIMUM STANDARDS FOR SITE IMPROVEMENTS

SECTION 1. Each dwelling on the Phase V, Section One-A Lots shown on the above referenced plat, shall have a minimum square footage of 1800 square feet of enclosed, heated dwelling area. The term "enclosed, heated dwelling area" shall mean the total enclosed area within a dwelling which is heated by a common heating system; provided, however, that such term does not include garages, terraces, decks, open porches, and like areas.

SECTION 2. Setbacks: All improvements to all Lots must comply with Onslow County setback requirements for a development of this type. The establishment of inflexible building setback lines for location of houses on Lots tends to force construction of houses directly to the side of other homes with detrimental effects on privacy, view, preservation of important trees and other vegetation, ecological and related considerations. In order to assure, however, that the foregoing considerations are given maximum effect, the site and location of any house or dwelling or other structure upon any Lot shall be controlled by and must be approved absolutely by the Architectural Review Committee; provided, however, that no structure shall be constructed closer to a Lot line than is permitted by applicable governmental regulations. Further, absent extraordinary circumstances set forth below, the Architectural Review Committee shall approve no plans unless the following minimum setback requirements are met:

Front yard Lot 1-5	25 feet from Lot line
Front yard for all other Lots	30 feet from Lot line
Side yard	8 feet from Lot line
Corner street side yard	20 feet from Street
Rear yard	15 feet from Lot line

Setbacks for Lots in all other phases or annexed properties shall be set by Declarant in its sole discretion. It is possible that future phases may have Villa Lots or townhouses, which could have less setbacks than those set forth above.

The Architectural Review Committee shall have the right to approve deviations from each of these setback requirements upon application of an individual lot owner if, for reasons of topography or septic approvals, strict compliance creates a hardship if such approval does not violate the applicable governmental regulations or approvals. If required by Onslow County, each plot plan must receive zoning approval prior to the commencement of any construction.

ARTICLE V LOT AND BUFFER AREA WETLANDS

All wetlands conveyed with individual lots and located within the 20' buffer (As shown on Master Plan Dated 9-24-10) shall remain in their present natural state or order. Wetlands on lots or located within the 20' buffer area may not be filled or excavated, however, they may be mowed and maintained by the individual lots owners for aesthetic, maintenance and surveying purposes. This Article may not be amended or modified without the express written consent of the U.S. Army Corps of Engineers, Wilmington District.

ARTICLE VI MITIGATED CONSERVATION AREAS

The areas shown on the recorded plat entitled "Mimosa Bay Phase 5, Section One-A, dated 2-14-2011, and recorded in Map Book 61 at page 166 of the Onslow County Registry on 2-21-2011 as conservation areas shall be maintained in perpetuity in their natural or mitigated condition. No person or entity shall perform any of the following activities on such conservation area:

- a. fill, grade, excavate or perform any other land disturbing activities
- b. cut, mow, burn, remove, or harm any vegetation
- c. construct or place any roads, trails, walkways, building, mobile homes, signs, utility poles or towers, or any other permanent or temporary structures
- d. drain or otherwise disrupt or alter the hydrology or drainage ways of the conservation area
- e. dump or store soil, trash, or other waste
- f. graze or water animals, or use for any agricultural or horticultural purpose

These covenants apply to Phase V, Section One-A of Mimosa Bay Subdivision only.

This covenant is intended to ensure continued compliance with the mitigation condition of a Clean Water Act authorization issued by the United State of America, U.S. Army Corps of Engineers, Wilmington District, Action ID 2005-674067 and therefore may be enforced by the United States of America. This covenant is to run with the land, and shall be binding on the Owner, and all parties claiming under it. This Article may not be amended or modified without the express written consent of the U. S. Army corps of Engineers, Wilmington District.

IN TESTIMONY WHEREOF, Declarant has caused this Declaration to be signed in its limited liability company name by its MANAGER as of the day and year first above written.

BLUE MARLIN, L.L.C.

By: Gordon P. Frieze Jr.
Member, MANAGER

STATE OF NORTH CAROLINA
COUNTY OF New Hanover

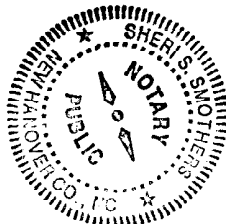
I, Sheri S. Smothers, Notary Public, certify that Gordon P. Frieze Jr. personally came before me this day and acknowledged that he is the MANAGER of BLUE MARLIN, L.L.C., a Limited Liability Corporation, and that he, as MANAGER, being authorized to do so, executed the foregoing on behalf of said Limited Liability Corporation.

Witness my hand and seal, this the 18 day of March, 2011.

Sheri S. Smothers
Notary Public

My commission expires: Aug. 29, 2011

(SEAL)



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