

SEE PINs pg. 438

**RESTRICTIVE COVENANTS FOR THE
ARROWHEAD BEACH SUBDIVISION
UPDATED THROUGH
JANUARY 20 2024
w/page 21
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ARTICLE I ENACTMENT, JURISDICTION, PURPOSE**A. ENACTMENT**

In accordance with the provisions of the Declaration of Restrictions, as recorded by the developer, Southern Properties, Incorporated, and as herein recited, an instrument approved in writing by the property owners, of record, of a majority of the lots in the subdivision have approved the following Declaration of Restrictions to apply from and after February 1, 1985. This Declaration of Restrictions.

B. JURISDICTION

Known to all persons in accord with these presents, that the Arrowhead Property Owners Association, a corporation, formed by the owners of the property within the subdivision, and organized and existing under the laws of the State of North Carolina, successor to Southern Properties, Inc., has by its by-laws been authorized by its property owners to prepare and enforce the Restrictive Covenants on behalf of its property owners. The Arrowhead Property Owners Association declares that all of the said land, below described, is within the Arrowhead Beach subdivision, Second Township, Chowan County, North Carolina. Maps of the sections were prepared, dated and registered by S. Elmo Williams, with the office of Register of Deeds of Chowan County, North Carolina as follows:

SECTION

- "A", June 4, 1963, Plat Book 3, page 77
- "B", December 20, 1963, Plat Book 4, page 18
- "C", March 12, 1963, Plat Book 3, page 69
- "D", April 30, 1963, Plat Book 3, page 72
- "E", June 27, 1963, Plat Book 3, page 79
- "F", August 6, 1963, Plat Book 4, page 7
- "G", November 30, 1963, Plat Book 4, page 17
- "H", November 25, 1964, Plat Book 4, Page 38
- "J", March 29, 1964, Plat Book 4, page 26
- "K", January 31, 1964, Plat Book 4, page 19
- "L", February 18, 1964, Plat Book 4, page 27
- "M", February 28, 1964, Plat Book 4, page 33
- "EE", August 6, 1963, Plat Book 4, page 40

1. All of the said land above described is hereby subject to the following consolidated, revised, and updated Restrictive Covenants, conditions, restrictions and reservations which replace the Restrictive Covenants, conditions, restrictions and reservations prepared and recorded by the developer, Southern Properties, Inc. as follows:

SECTION

- "A", dated July 19, 1963, recorded book 18, pages 220-221
- "B", dated January 20, 1964, recorded book 19, pages 78-80
- "C", dated March 22, 1963, recorded book 17, pages 576-577
- "D", dated July 18, 1963, recorded book 18, pages 197-198
- "E", dated June 12, 1963, recorded book 18, pages 207-208
- "F", dated Sept. 17, 1963, recorded book 18, pages 365-366
- "G", dated January 2, 1964, recorded book 18, pages 55-56

"H", dated December 3, 1964, recorded book 20, pages 110-111

"J", dated April 13, 1964, recorded book 19, pages 225-226

"K", dated April 7, 1964, recorded book 19, pages 167-178

"L", dated April 7, 1964, recorded book 19, pages 164-166

"M", dated August 10, 1964, recorded book 19, pages 442-443

"EE", dated January 27, 1965, recorded book 20, pages 192-193

Change #1, dated February 1979, recorded book 124, pages 447-454

2. Within the various sections of the Arrowhead Beach subdivision, there may exist structures and uses of land which would be prohibited, regulated or restricted under the terms of this recorded Declaration of Restriction, which existed prior to the effective date of these Restrictive Covenants and prior to the Arrowhead Property Owners Association assuming responsibility for the administration of the provisions of the Declaration of Restrictions, as recorded by the developer, Southern Properties, Inc. It is the intent of the association to permit these non-conformities to continue, however, in no case shall these non-conformities be expanded or enlarged. Prior to the change in ownership, non-conformities must be corrected. Any inability to correct an existing non-conformity upon change of ownership must be submitted in writing by the Building Control Committee to the Board of Directors for action.
3. If either a use or class of uses is not specifically indicated as being permitted in a section of the subdivision, either as a matter of right or as a special use, then such use or class of use shall be prohibited in such section.

C. PURPOSE

The purpose of this Declaration of Restrictions is to provide for the accomplishment of the orderly growth of a blended compatible residential subdivision within Arrowhead Beach of single-family dwellings which will promote the health, safety, morale, and general welfare of the residents.

D. ENFORCEMENT AUTHORITY

1. To enforce, either in its own name or in the name of any property owner member(s) as may be necessary, all covenants and restrictions which have been, are now, or may hereafter be imposed upon any of the real estate in Arrowhead Beach subdivision or any additions thereto, in order to maintain the residential atmosphere of the area. By Deed, Arrowhead Beach Property Owners agree to abide by the Articles contained within the Restrictive Covenants. The Board of Directors has enforcement authority.
2. Whenever a property owner member maintains his property in a manner detrimental to the residential atmosphere of the area, such as in violation of the Restrictive Covenant or in an unsafe, unsanitary, or unsightly condition, the Board of Directors shall give the property owner member formal notification of its awareness of the condition or conditions.
If the condition or conditions are not corrected within a time period deemed reasonable by the Board of Directors (maximum 90 days) and set forth in a formal notice, the Board of Directors may hire a contractor to correct the condition and assess the cost thereof as a special assessment against the property or properties involved.

3. IF ANY PROPERTY OWNER is in violation of any Articles contained in this Restrictive Covenant, the Board of Directors will issue a written notification of said violation (general mail and/or certified mail return receipt requested to the last known address of the property owner).
 4. After written notification (general mail and/or certified mail return receipt requested) by the Arrowhead Property Owners Association, if a property owner fails to take necessary action to correct a condition not in compliance with this Article, the Association shall:
 - a. mail 1st letter general mail – 30 days to correct
 - b. mail 2nd letter general mail – 15 days to correct
 - c. mail 3rd letter – certified mail return receipt requested with a hearing date no less than 10 days of certified letter.
 - d. Conduct a hearing, with the property owner, to determine whether to assess a onetime flat fine fee of \$25.00 against the property owner for continued non-compliance with the covenants.
 - e. If, following a reasonable time period, the property owner fails to correct the condition for which the fine was imposed and after notification by the Arrowhead Property Owners Association, the Association may hire a contractor to correct the conditions set forth in the notice to the property owner. The costs of such corrections shall be taxed to the propertyowner.
- E. IN THE EVENT THAT A PROPERTY OWNER FAILS to pay the fine or repay the costs of correcting the conditions set forth in the notice, the costs become a lien on the property. The Association shall be entitled to enforce said lien by registering a notice of said lien with the Clerk of Superior Court of Chowan County, North Carolina and selling said lot or lots as provided for contractor's liens, under the procedure set out in Article 2 of Chapter 44A of the North Carolina General Statues.

ARTICLE II USE OF SUBDIVISION LOTS

- A. ALL LOTS IN THE SUBDIVISION shall be used for residential purposes. No structure or building shall be erected, placed, altered or permitted to remain on any lot other than one single family dwelling, a garage and two (2) accessory buildings.
 1. The intermittent storing and/or keeping of a camping trailer, motor home, pick up, coach, travel trailer, or a boat and trailer on lots in the subdivision does not constitute a violation of the Restrictive Covenants as long as such recreational vehicles are not used as a residence, either temporarily or permanently.
 2. The erecting or placing of an accessory building (storage shed, utility shed) on lots in the subdivision does not constitute a violation of the Restrictive Covenants so long as such structures are not used as a residence, guest house, Airbnb, either temporarily or permanently, and placement is such that the building shall conform to set back and building lines requirements.
 3. Detached carports constitute an accessory building and must be a permanent structure.
- B. THE PURCHASERS OF LOT NUMBERS 105,106,107,108,109,110, and 111 in Section "M", which abut Rocky Hock Road (NC State Road 1222), may use the lot for commercial purposes, free of the restrictions set forth herein. However, these lots may not be used for any manufacturing purposes and no business

may be carried on thereon which will create excessive noise or disperse throughout the area smoke or noxious odors. The purchasers may erect thereon storage and other buildings for use as business establishments.

- C. LOT NUMBERS 5,6,7,8,9,10,11, and 12,13,14 in section "EE" may be used only for the mooring and storage of boats.
- D. WITHIN SECTION "B" OF THIS SUBDIVISION the purchasers of the following lots have joint use to pass and re-pass over the length of the twelve (12) foot wide private road lying between said lots and extending from Shawnee Trail to the Chowan River and all have joint use of the beach at the end of said private road at the Chowan River.
1. Lot numbers 11,12,14,15 shall have use of the private road between said lots. Lot 13 shall have use of that same private road.
 2. Lot numbers 9,10,16,17 shall have use of the private road between said lots.
 3. Lot numbers 7,8,18,19 shall have use of the private road between said lots.
 4. Lot numbers 5,6,20,21 shall have use of the private road between said lots.
 5. Lot numbers 3,4,22,23 shall have use of the private road between said lots.
 6. Lot numbers 1,2,24,25 shall have use of the private road between said lots.
- E. NO BUSINESS, TRADE, ENTERPRISE, OR HOME OCCUPATION
1. No business, trade, or enterprise (with the possible exceptions listed in E.3 of any kind or nature whatsoever shall be conducted or carried on upon any lot or lots in the subdivision, except on those lots shown as commercial lots on the recorded plat for section "M", and as set forth in ARTICLE II D. The rental or lease of any properties or residence is not permitted.
 2. The terms business, trade, or enterprise, which are prohibited by these Restrictive Covenants, within the subdivision, encompass rental properties. The rental or lease of any properties or residence is not permitted.
 3. An approved home occupation may be allowed as an exception to the above under the following conditions:
 - a. the home occupation cannot be seen.
 - b. the home occupation cannot be heard.
 - c. the home occupation not odorous.
 - d. the home occupation does not draw an unreasonable number of clients and/or traffic.
 - e. the home occupation shall have received prior approval and shall be reviewed periodically by the Board of Directors in accordance with Chowan County Zoning Ordinance R15.
- F. PARKING WITHIN THE SUBDIVISION
1. Tractor or tractor trailers shall not be parked on the streets or right of way of the Arrowhead Beach Subdivision. Tractor or tractor trailer combos may be parked on private properties so long as no portion of the unit extends onto the streets or right of way of the Arrowhead Beach Subdivision.

- A. ALL CONSTRUCTION ON ANY LOT IN THE SUBDIVISION MUST BE APPROVED IN WRITING BY THE BUILDING CONTROL COMMITTEE PRIOR TO THE START OF ANY CONSTRUCTION. REMOVAL OF TREES AND CLEARING OF LOTS FOR CONSTRUCTION SHALL REQUIRE WRITTEN PRIOR APPROVAL FROM THE CONSERVATION COMMITTEE. Both approvals are contingent upon submission of an APOA Building Permit approval will be made upon submission of satisfactory plans, specifications and a grid map showing the location of the structure and measurements on the lot or lots. Structures erected, placed or altered shall conform to the following:
1. Adjoining lots, where two or more adjoining lots, with a continuous frontage, are in one ownership, then such lots may be considered as a single lot for construction purposes. In such an event the setback lines apply to the exterior lines of the several lots.
 2. no more than one residence on any building lot.
 3. must comply with all existing building codes of Chowan County and North Carolina.
 4. must be constructed of new materials.
 5. plumbing, septic, water and electrical utilities must be connected and be in compliance with existing health codes.
 6. a residence must have private inside bathroom facilities.
 7. must meet all existing setback requirements.
 8. may not be occupied by more than one family unit.
 9. removal of trees and clearing of lots for construction purposes shall require prior written approval from the Conservation Committee.
- B. A RESIDENCE, to be placed on a building lot, or lots, may be one of two types that are permitted within the subdivision:
1. a dwelling constructed on the building site
 2. a manufactured home of type as defined by Article III, Section C. 2.
- C. IN ADDITION TO THE COMMON SPECIFICATIONS LISTED ABOVE, these two types of structure have particular specifications:
1. CONSTRUCTED-ON-SITE-RESIDENCE
 - a. have a minimum ground area of 720 square feet.
 - b. have a continuous masonry foundation.
 - c. be completed on the exterior within six months from the start of construction.
 - d. have exterior walls finished with approved siding materials and as follows:
 - (1) exterior wood surface must have two (2) coats of paint, varnish, or stain or be of an approved unfinished siding, i.e., cedar shakes, redwood siding, vinyl siding or brick, etc.
 - (2) exterior walls of concrete block must be painted with a minimum of two (2) coats of masonry paint.

2. MANUFACTURED HOMES (Modular units) A manufactured unit designed as a single-family residence, may be placed on a lot as a single-family residence, when the following requirements are met:
- a. the manufactured unit complies with the national Manufactured Home Construction and Safety Standards adopted by the U.S. Department of Housing and Urban Development, has complied with the Underwriters Laboratory, and North Carolina Building Codes, and complies with the following additional requirement, will be permitted within areas zoned for single family residence.
 - b. have a minimum width of twenty-four (24) feet and a minimum length of thirty-two (32) feet.
 - c. manufactured home anchoring equipment shall be capable of resisting an allowable working load equal to or exceeding 3150 pounds and shall be capable of withstanding 50% overload (4725 pounds total) without failure of either the attaching equipment or the attachment point on the manufactured home frame. Installed ground anchors must have a working load capacity of at least 3150 pounds at an angle of 45 degrees from the vertical. Anchoring equipment shall be of type 1, finished B, Grade 1 steel strapping, 1 1/4" wide and 0.035" thick, conforming to Federal specifications, QQ-S-781-H.
 - d. be placed on a continuous masonry foundation.
 - e. the wheels, axles, transporting lights, and removable towing apparatus must be removed. Must have an "A" type roof with the roofing material compatible with the residential construction within the area.
 - f. the exterior finish must be of a color and scale comparable to those existing in the area.
 - g. the siding, trim, and features must be compatible with the existing residential construction within the area.
 - h. Manufactured homes shall be of new construction. That is, previously used manufactured homes shall not be permitted to be moved into the subdivision and placed on any lot or lots.
3. HOUSE TRAILERS (single wide mobile homes) ALL house trailers existing within the subdivision prior to May 1, 2006 will be permitted after May 1, 2021 to be replaced with a new house trailer (5 years old or newer, meets all setback requirements and will be approved on a case by case basis). Single wide for single wide, double wide for single wide, and double wide for double wide only if all requirements are meet and approved).
- D. ACCESSORY BUILDINGS Accessory building – a subordinate building consisting of walls and a roof, the use of which is clearly incidental to that of the principal building on the same lot. Accessory buildings are used as storage sheds, carport, tool sheds, workshops, green houses, playhouses and shall conform to Chowan County Ordinances
1. No more than two accessory buildings may be placed, erected, or constructed on a buildingsite.
 2. When constructed on a waterfront lot, shall be placed no closer to the water than the single-family residence line, and must meet setback requirements.
 3. When constructed on other than a waterfront lot, must be placed in the rear or side yard and must meet set back requirements.
 4. When planning the placement of an accessory building consider the appearance and impact of the building placement with the neighbor's yard and view.

- E. FENCES, WALLS AND HEDGES The construction, erection, and placement of a fence, wall, and/or hedge in the subdivision shall meet the following requirements:
1. be approved by the Building Control Committee.
 2. fences and walls extending from the front building line to the back lot line or across the back lot line may be of an open construction or a privacy fence construction and shall not exceed a height of six (6) feet.
 3. fences, extending from the front building line to the front lot line or across the front lot line, shall be of open construction and shall not exceed a height of four (4) feet.
 4. fences on waterfront lots extending from the back building line to the back lot line, shall be of open construction and shall not exceed a height of four (4) feet.
 5. hedges shall be trimmed so as not to exceed the specified fence and wall heights.
 6. fences, walls, and hedges shall not contain barbed wire or chicken wire.
 7. the setback requirements of these restrictions shall not prohibit the construction of any retaining wall or prohibit the placement of a fence along and inside of property lines.
 8. All fences are to be maintained by the property owner. APOA not responsible for disputes of fence lines or damaged fences. This is a civil matter through the NC court system.
- F. PIERS AND BULKHEADS AND BOAT HOUSES The construction of any pier or bulkhead along the Chowan River, Indian Creek, or the canal, shall conform to the following:
1. A construction permit must be obtained in accordance with Federal and State requirements.
 2. Approval of construction, by the Building Committee, shall not be granted until receipt of the required Federal and State permits.
 3. The placement of a boat house over the water (such as at the end of a pier) is not considered as one of the two allowed accessory buildings for lots.
- G. HEIGHT LIMITATIONS maximum height of a structure within the subdivision is Fifty (50) feet.
- H. SIGNS The following signs may be erected, hung, or placed within the subdivision:
1. Temporary real estate signs:
 - a. One (1) temporary real estate sign, not exceeding nine (9) square feet in area, may be displayed on the property proposed for sale.
 - b. Where the property faces more than one street, one sign shall be allowed on each street frontage.
 - c. The sign shall not be illuminated.
 2. Temporary construction signs:
 - a. One (1) temporary construction sign, not exceeding nine (9) square feet, may be displayed on the site during the period of construction to announce the owner or developer, contractor, architect, land planner, landscape architect or engineer.
 - b. Where the property faces more than one street, one sign shall be allowed on each street frontage.
 - c. The signs shall not be illuminated.
 3. Temporary real estate and constructions signs shall be set back at least fifteen (15) feet from any public right of way line or property line and shall be set back at least fifteen (15) feet from any road

intersection.

4. Garage and yard sale signs.

- a. Signs erected to direct prospective customers to the site of a garage or yard sale shall not be attached to utility poles, traffic control and speed signposts, road name signposts and subdivision sign posts.
- b. No signs may be posted more than twenty-four (24) hours before the sale is to take place.

5. Campaign signs and posters.

- a. Campaign signs and posters announcing candidates for election to public office may be erected or placed in the subdivision; however, campaign signs and posters may not be attached to trees, utility poles, traffic control and speed control signs, road name signs and subdivision signposts.
- b. Campaign signs and posters shall be set back at least fifteen (15) feet from any public right of way (road) and fifteen (15) feet from road intersection.

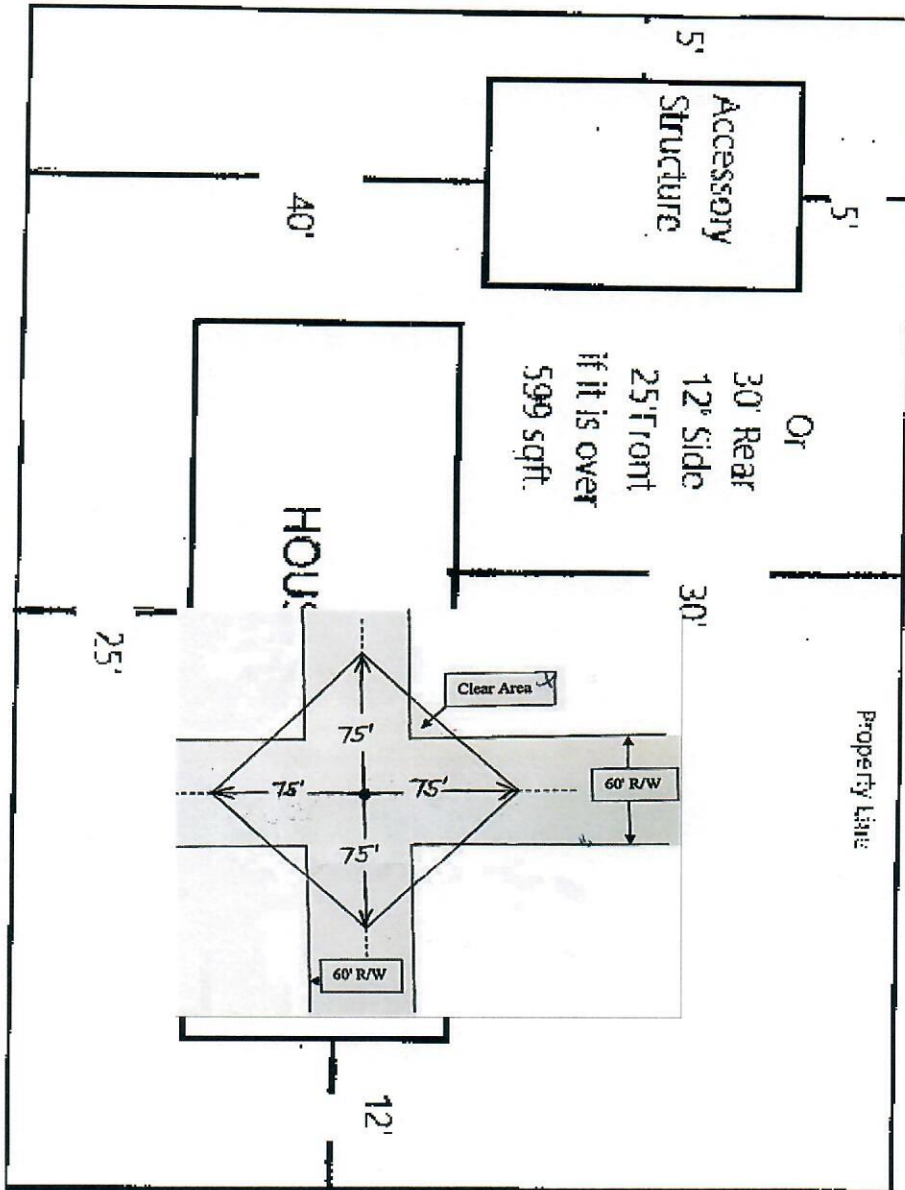
6. Removal of signs and posters.

- a. Removal of real estate signs and construction signs shall be the responsibility of the companies or representatives erecting the signs. All real estate and construction signs shall be removed within seven (7) days after completing the sale of the property or the construction project is completed.
- b. Removal of garage or yard sale signs shall be the responsibility of the individual(s) conducting the sale. All garage and yard sale signs shall be removed no later than 6:00P.M. the day following the sale.
- c. Removal of campaign signs and posters shall be removed within seven (7) days after the day of the election.
- d. Signs and posters not removed by those responsible within the times set forth, such responsible parties shall be obligated to reimburse the Arrowhead Property Owners Association for the costs incurred to remove such signs.

ARTICLE IV. SETBACKS AND EASEMENT REQUIREMENTS

- A. THE SETBACK REQUIREMENTS for the construction, erection, and/or placement of any structure in the subdivision are in accordance with Chowan County zoning ordinance Article VI, Table 6-1 for R15 zoning districts.
- B. EASEMENTS for the installation and maintenance of public utilities or drainage facilities are reserved along and within the lot line as follows:
 1. Easements set forth are hereby reserved to enter upon the premises if necessary to construct, operate and maintain any other public improvements, pipes, poles, wires, etc., whether under or above ground.
 2. It shall not be considered a violation of the easement if wires or cables carried by such pole lines pass over some portion of said lots within the easement as long as such lines do not hinder the construction of buildings on any lots in the subdivision.

3. Setback picture with setbacks



Planning and Inspection verified 10/15/2022
By Building Control Andrea Siles

Street 60' ROW

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- C. manner, not permitting the:
1. accumulation of undergrowth, vines, and weeds.
 2. accumulation of debris on the premises.
 3. storage or maintenance of abandoned, junked, partly dismantled, unlicensed/expired or wrecked motor vehicles, boats, trailers, and recreational vehicles on the premises. However, one vehicle per residence is permitted as long as it is under a positive restoration and kept under cover in accordance with Chowan County laws.
 4. dwelling, house trailer, garage, shelter, boat house, accessory building, pier, bulkhead, fence, or other structure from becoming in need of repairs, such that the structure detracts from the appearance of the subdivision or becomes a hazard.
- D. THE DEBRIS FROM ANY DWELLING, HOUSE TRAILER, OTHER STRUCTURE, trees or other vegetation on any lot within the subdivision which may in part or in whole be destroyed by fire, windstorm or other reason or cause must be removed, and the lot and structure restored to a sightly condition within three (3) months from the date of damage or destruction.
- E. ANY DWELLING, GARAGE, HOUSE TRAILER, OR OTHER STRUCTURE which is declared by the Building Control Committee to be abandoned or uninhabitable by the County Health Department, shall be removed from any lot or lots within the subdivision.

ARTICLE VII. BUILDING CONTROL COMMITTEE – DUTIES

- A. THE BUILDING CONTROL COMMITTEE SHALL consist of three (3) members appointed by the Board of Directors of the Property Owners Association. One of the members shall be a member of the Board of Directors who shall serve as chairman of the committee.
- B. THE BUILDING CONTROL COMMITTEE SHALL be responsible for ensuring compliance with the provision of the following articles in the Restrictive Covenants:
1. ARTICLE II – USE OF SUBDIVISION LOTS
 2. ARTICLE III – CONSTRUCTION, TYPE, SIZE
 3. ARTICLE IV – SET BACK AND EASEMENT REQUIREMENTS
 4. ARTICLE V – VISION CLEARANCE OF INTERSECTIONS
 5. ARTICLE VI – PROPERTY MAINTENANCE
- C. THE BUILDING CONTROL COMMITTEE SHALL review all plans and specifications for all structures to be constructed, erected, or placed on any lot in the subdivision. In reviewing plans and specifications, the following criteria shall be considered:
1. Whether all permits have been obtained, that is County Building permit, County health permit, and if required Coastal Area Management Administration (CAMA) and/or Corps of Engineers permit.
 2. Whether the proposed structure conforms to the requirements and conditions of the Restrictive Covenants of Arrowhead Beach Subdivision.

3. Clear cutting or removal of trees on underdeveloped properties or properties capable of further development requires prior approval by the Building Control Committee. All trees on such properties shall remain undisturbed until the required removal plan(s) and permit(s) are approved pursuant to Article III, Section A.
 4. Removal of trees and clearing of lots for construction shall require prior written approval from the Building Control Committee.
- D. UPON COMPLETING A REVIEW of the proposed construction plans and all required permits have been received, the committee shall inform the property owner of approval or disapproval of the proposed construction project based upon the provisions of these Restrictive Covenants.
1. When the proposed construction plans have been approved by the members of the Building Committee, the committee shall inform the property owner he/she may begin construction.
 2. When the proposed construction plans meet all requirements of the Restrictive Covenants, all required permits have been received, and the plans have been approved by the Building Committee, the committee shall inform the Arrowhead Property Owners Association of such approval.
- E. IN THE EVENT THAT A PROBLEM DEVELOPS which cannot be resolved by the members of the Building Control Committee and the property owner, the property owner may appeal the decision to the Board of Directors in writing and request assistance in resolving the problem.

ARTICLE VIII. ANIMAL CONTROL

- A. HOUSEHOLD PETS: Except for the maintenance of household pets such as dogs and cats, no animals, wild birds, fowl, livestock, poultry, or wild reptiles of any kind shall be kept on any lot within the subdivision. Any owner of a pet who keeps or maintains a pet shall be deemed to have agreed to indemnify and to hold the Arrowhead Property Owners Association, and each property owner free and harmless from any loss claim, or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the subdivision. Properly licensed NC wildlife rehabilitators shall be allowed to temporarily house and care for wildlife they are licensed for until the wildlife is transferred, released, or euthanized. Rehabilitators are not permitted to keep or maintain wildlife deemed non releasable.
- B. OWNER: An owner is any person owning, keeping, having charge of, sheltering, feeding, or taking care of any household's pet. The owner is responsible for the care, actions, and behavior of his/her household pet. Pets outside shall be on a leash and under the control of a designated responsible member of the owner's family. The owner shall hold the Arrowhead Property Owners Association harmless from any claim resulting from any action of his/her pet.

ARTICLE IX CONSERVATION AND ECOLOGY

- A. The Arrowhead Beach subdivision is an established wildlife preserve and bird sanctuary, for the preservation and protection of all animals and birds within the subdivision. Therefore, it is unlawful to shoot, hunt, trap or otherwise kill within the subdivision any bird or animal.
- B. The discharging (shooting) of firearms (pistol, rifle, shotgun, etc.) within the subdivision is prohibited.

ARTICLE X. ANNUAL MAINTENANCE ASSESSMENT

- A. IN ORDER TO ADMINISTER, DEVELOP, IMPROVE, MAINTAIN AND OPERATE the Arrowhead Beach subdivision recreational properties and in particular those properties set forth in Quit Claim Deeds dated 16 May 1974 and 16 August 1974 between the American Central Corporation and the Arrowhead Property Owners Association; Special Warranty Deed dated 28 November 1980 between Marie Louise Stratas and Nick Stratas and the Arrowhead Property Owners Association; and Special Warranty Deed dated 9 December 1980 between David P. Graham and Marilyn E. Graham and the Arrowhead Property Owners Association and such other properties as may be acquired by the Arrowhead Property Owners Association dedicated for the use of the owners of property within the subdivision; and, to pay the:
 - 1. Administrative expenses, including accounting, newsletters, insurance, legal, operating licenses, postage, printing, taxes and other required administrative expenses.
 - 2. Development, improvement, and maintenance costs including such expenditures as labor, material, maintenance equipment, utilities, and other related and/or required expenditures, for the development, improvement and maintenance of the buildings, boat ramps, bulkheads, piers, canal, recreational areas, parking lots and subdivision roads.
- B. THE LEVEL OF MAINTENANCE shall be in accordance with the following minimum requirements.
 - 1. Building maintenance (clubhouse, office, park, bathhouse, maintenance building, and any other buildings acquired or developed for use of the property owners) shall be such that the buildings are in compliance with the applicable building codes, health regulations, and are functional and safe.
 - 2. Boat ramp, bulkhead and piers shall be maintained in accordance with the applicable North Carolina and Federal regulations for such structures and facilities and shall be maintained so as not to be a navigational hazard for boats and are free of personal hazards.
 - 3. The canal shall be maintained so as not to be a hazard to boats transiting the canal, in accordance with the regulations established by the Coastal Area Management Administration.
 - 4. Recreational areas shall be maintained so as to preserve the natural aspects of the areas and in a safe and sanitary condition, free of personal hazards.
 - 5. Roads within the subdivision shall be maintained in accordance with the minimum standards for unimproved roads as established by the North Carolina Division of Highways.
 - 6. Parking lots shall be maintained in a serviceable, safe, and sanitary condition, free of personal hazards.

- C. OPERATING EXPENSES in support of the recreational programs for property owners, including labor, materials, instructors, recreational equipment, supplies, and other related expenses.
- D. ANNUAL MAINTENANCE ASSESSMENT (AMA): On the first day of May, 1985, and on the first day of May each year thereafter, the owner of each lot shall pay the \$20.00 per lot purchased to the Arrowhead Property Owners Association,
- Increases have been made and approved as follows:
 - Effective May 1, 1988 increased to \$25.00.
 - Effective May 1, 1991 increased to \$30.00.
 - Effective May 1, 2004 increased to \$35.00.
 - Effective May 1, 2005 increased to \$40.00.
 - Effective May 1, 2012 increased to \$45.00.
 - Effective May 1, 2013 increased to \$50.00.
 - Effective May 1, 2016 increased to \$55.00.
 - Effective May 1, 2023 increased to \$65.00.
- E. ANNUAL MAINTENANCE ASSESSMENTS are to be paid by June 15th of each calendar year.
- F. ASSESSMENTS NOT PAID BY 15 JUNE of each calendar year become delinquent on 16 June, at which time:
- A flat rate late fee of \$25.00 shall be added to the late AMAs on June 16 for each lot owned. An additional fee of \$75.00 will be added to the late AMAs after May 1st of the following year if not, still past due. Example: Each year that the AMA's are past due the total would be as follows, AMA \$55.00 + late fee \$25.00 + additional fee \$75.00 = \$155.00 per lot.
 - If assessments or special assessments are not made after 2 years of the date due, then the Arrowhead Beach Property Owners Association shall have the right to file a claim of lien for such assessments, and to foreclose the lien, as provided in G.S. Section 47F-3-116.
- G. The Arrowhead Beach Property Owners Association shall utilize the provisions of Chapter 47A, the North Carolina Planned Community Act:
- A hearing shall be held before the executive board or an adjudicatory panel appointed by the executive board, by powers granted to the association in G.S. 47F-3- 102(11) and (12). Any adjudicatory panel appointed by the executive board shall be composed of members of the association who are not officers of the association or members of the executive board.
 - The lot owner charged shall be given notice of the charge, the opportunity to be heard and to present evidence, and notice of the decision by the association (except rights of access to the violator's own lots) for reasonable periods for violations of the declaration, bylaws, and rules and regulations of the association.
 - The board or panel have the option of imposing a fine (a fine not to exceed one hundred dollars (\$100.00), suspend privileges or services, and place liens. Such fines shall be assessments secured by liens under G.S. 47F-3-116. If it is decided that a suspension of planned community privileges or

services should be imposed, the suspension may be continued without further hearing until the violation or delinquency is resolved.

4. The lot owner may appeal the decision of an adjudicatory panel to the full executive board by delivering written notice of appeal to the executive board within 15 days after the date of the decision. The executive board may affirm, vacate, or modify the prior decision of the adjudicatory body.

ARTICLE XI. COMPLAINTS

WHEN A VIOLATION OF THE DECLARATION OF RESTRICTIONS is alleged to have occurred, any property owner may file a written complaint with the Arrowhead Property Owners Association. Such complaint shall state the cause and basis thereof. The alleged violation shall be investigated, reported, and such action as necessary shall be taken to resolve the alleged violation.

ARTICLE XII. TERMS OF THE RESTRICTIVE COVENANTS

- A. THE COVENANTS shall run with the land and shall be binding on all parties claiming under them for a period of ten (10) years and shall be extended for successive periods of ten (10) years unless, prior to the expiration of any ten (10) year period, an instrument setting out amendments, corrections, modifications, and/or revisions in whole or in part to these covenants is submitted to the property owners of record for approval. Approval of the proposed changes shall be indicated by a vote of the majority of the property owners of record voting on the proposed changes voting to approve the changes, and the recording of an instrument showing such approval.
- B. IN ORDER TO CONTINUE TO ADMINISTER, DEVELOP, IMPROVE, maintain, and operate the properties and recreational facilities as authorized and required by the provision of ARTICLE X, the rate of Annual Maintenance Assessment, per lot, shall be reviewed every two years beginning May, 1987, to determine the adequacy of the current rate of the assessment or a need to increase the rate of the assessment per lot. When the need for an increase is indicated a proposal shall be submitted by the Board of Directors to the property owners of record for approval or disapproval. Approval of a proposed new rate of assessment, per lot, shall be indicated by a majority of the property owners of record voting on the proposed new rate of assessment voting to approve the proposed new rate of assessment.

ARTICLE XIII. INVALIDATION

Invalidation of any one of these covenants by judgment or decree shall in no way effect any of the other provisions hereof which remain in full force and effect.

Abandoned/junked Motor Vehicle is a Vehicle that:

1. does not display a current license
2. is partially dismantled or wrecked
3. cannot be self-propelled or moved in a manner in which it was intended
4. is a health hazard, that is, its condition is such that the vehicle's areas of confinement cannot be opened from the inside, such as a trunk compartment, or engine compartment, or glass, windows or any exterior or interior fixtures present physical dangers to the safety and well-being of children or other persons.

Abandoned Structure - A structure that becomes physically unsafe because of:

1. the lack of repairs or maintenance
2. a condition that is 80% torn down, destroyed, deteriorated, or decayed
3. abandonment for a period of eighteen (18) months.

Accessory building - a subordinate building consisting of walls and a roof, the use of which is clearly incidental to that of the principal building on the same lot. Accessory buildings are used as storage sheds, tool sheds, workshops, green houses, playhouses, and carport, etc.

Adjoining lots - where two or more adjoining lots, with a continuous frontage, are in one ownership, then such lots may be considered as a single lot for construction purposes. In such an event the setback lines apply to the exterior lines of the several lots.

Building - any structure which has a roof, and which is designed for the shelter, support, or enclosure of persons, animals, boats, vehicles, or property of any kind. Building line - see setback line: ARTICLE IV Page 9.

Building line - The line on the front, rear, and sides of a lot, set according to the Restrictive Covenants, which delineates the area within which a structure may be built and maintained. See also Setback lines.

Building site - A lot or adjoining lots in one ownership, considered as a single lot by the property owner, for the construction or placement of a single-family dwelling and manufactured home.

Debris - All materials such as trash, scrap paper, scrap metal, waste, discarded or salvaged material, including abandoned automobiles, boats, boat trailers, recreational vehicles, trees, and vegetation.

Dwelling, single family - A detached residence designed and erected for and occupied exclusively by only one family.

Family - One or more persons related by blood or marriage or domestic partner occupying a dwelling and living as a single housekeeping unit, such as a husband and wife, children.

Manufactured home - A manufactured home is always built on a steel I-beam frame, with axles and tires attached underneath, a welded steel tongue towing-assembly at the front and is towed to the homesite on its own wheels by truck. The tongue and wheels are typically removed when the home is installed in place. On older manufactured homes, you will sometimes see the undercarriage and axles still in place, with only the tires removed. The manufactured home sits on a foundation of rows of stacked concrete blocks over plastic pads, with tie-down straps every four to eight feet along both the long sides, connecting the steel frame to deep-set stakes in the ground. The home is rolled into place and the foundation is then built under it. Occasionally we see a manufactured home with an upgraded, "permanent" foundation of concrete piers set on concrete footings—but not very often.

Modular home - A modular home is built using essentially the same building materials and construction methods as a site-built home, except that it is constructed in transportable sections that are loaded on trucks for delivery to the homesite to be connected together. Some modular homes are built over a steel I-beam frame similar to manufactured homes and called "on-frame" modulars. "Off-frame" modular homes are more common. There is a stem wall, or piers and elevated beams, constructed at the site before arrival of an off-frame the home, while some on-frame homes are installed on piers the same as manufactured/mobile homes. The modules of a modular home are lifted by crane into place onto the same kind of concrete foundation under a site-built home that has wood floors.

Residential purpose - Purposes that allow for the development of single-family residences for the occupancy by the owner and members of the owner's family and such other uses permitted by the Declaration of Restrictions which shall not be detrimental to the quiet residential nature of the areas included within the subdivision.

Setback line - The line on the front, rear, and sides of a lot, set according to the Restrictive Covenants, which delineates the area within which a structure may be built and maintained. See also building line.

Structure - Anything constructed or erected with a fixed location on or in the ground or attached to something more or less a fixed location on or in the ground. Among other things, structures include buildings, house trailers, walls, fences, radio antennas, etc.

Trailer - Shall include any of the following recreational vehicles:

Camping trailer - a folding structure of canvas or other material mounted on wheels and designed for travel, recreation, and vacation use.

Motor home - a portable, temporary dwelling to be used for travel, recreation, and vacation, constructed as an integral part of a self-propelled vehicle.

Pick up coach - a structure designed to be mounted on a truck chassis for use as a temporary dwelling for travel, recreation, and vacation.

Travel trailer - a vehicular, portable, structure built on a chassis, designed to be used as a temporary dwelling for travel, recreation, and vacation use, and when factory equipped for the road, it shall have a width not exceeding eight (8) feet, and a body length not exceeding thirty-two (32) feet.

ARTICLE XV. APPROVED CHANGES

A. **April 1987, Change 1** approved by the property owner members.

1. Change 1 increased the rate of the annual Maintenance Assessment from \$20.00 per lot, per year to \$25.00 per lot, per year.
2. The increase to be set-a-side for capital improvements
3. The increase in the rate of assessment (\$25.00) to be effective May 1, 1988.

B. **April 1991, Change 2** approved by the property owner members.

1. Change 2 increased the rate of the Annual Maintenance Assessment from \$25.00 per lot, per year to \$30.00 per lot, per year.
2. The increase in the rate of the assessment (\$30.00) to be effective May 1, 1992.

C. **April 1996, Change 3** approved by the property owner members. The changes include:

1. Reformatting the Contents
2. Rewriting various articles in order to present the information in a more understandable format.
3. Article VI - adding new paragraphs D and E

4. Article VII - detailing duties of the Building Control Committee.
 5. Article VIII - animal control - bringing the article into compliance with the County Animal Control Ordinance.
 6. Article X detailing service charge and late fees.
 7. Article XVI - listing of approved changes
 8. Article XVII - updating judicial findings.
- D. April 2000 Change 4 approved by the property owner members.
The changes include:
1. Article I – add new paragraph D. Enforcement.
 2. Article II - revised paragraph G.
 3. Article II - add new paragraph H.
 4. Article III - Reworded 2.h. 5. Article III – Paragraph E, added line 5
 6. Article VIII – add new paragraph J. Enforcement
- E. April 2002 Change 5
1. Article III- add to A5 – bathroom facilities
 2. Article III- add F3
 3. Article VI- add to A3 – add one vehicle for restoration in accordance with Chowan County laws.
 4. Article VIII- add to A – household pets
- F. April 2003 Change 6
1. Article II – redefine C concerning campsites
 2. Article VI – add to A1 – on improved property
 3. Article XIV – add definition of improved property
- G. April 2004 Change 7
1. Article XVI – increase in Annual Assessments
- H. April 2005 Change 9
1. Article XVI – increase in Annual Assessments
- I. April 2006 Change 10
1. Article I – delete house trailer from Section C
 2. Article II – Redefine out buildings
 3. Article II – Insert new Paragraph G
 4. Article III – Add new line to Section A – removal of trees
 5. Article III – D delete house trailer from Section B and add definition of manufacture homes
 6. Article III – Section C3 – add new line
 7. Article III – Sections D and E are combined and line 6 is added
 8. Article IX – Rename Conservation and Ecology and Section C Added
- J. April 2012 Change 11
1. Article XVI – increase in Annual Assets
- K. April 2013 Change 12
1. Article XVI – increase in Annual Assets
- L. April 2016 Change 13
1. Article XVI – increase in Annual Assets
- M. April 2017 Change 14

1. Effective Date changed to April 1, 2017
2. Article I – B delete “men” replace with “persons”
3. Article I - D new, expanded from various Articles
4. Article I – E Moved from Article VI D
 1. Article II – A change from “and” to “a garage or”
 2. Article II – E add line, conform to CC zoning
 3. Article II – G Delete, moved to Article I D, 3
 4. Article III – A expand construction requirements
 5. Article III - G Delete, See Article I D
 6. Article III – B add “vinyl siding or brick”
 7. Article III – C, 2 Delete “double wides, triple wides”
 8. Article III – D added definition, conform to CC
 9. Article III – F add “and Boat Houses”, not accessory
 10. Article III – G/H change
 11. Article IV – A Delete #1-4, add CC zoning
16. Article V – B diagram distance
17. Article VI - D Delete, Move to Article I D (1-4)
18. Article VI - E Delete, Move to Article I E
19. Article VII – E add “in writing”
20. Article IX – D New, removal of trees
21. Article X – D assessment increase 2012,13,16
22. Article X – E delete “\$40.00”
23. Article XIV - Accessory building
24. Article XIV - Building line
25. Article XIV - Improved property (spelling)
26. Article XIV - Family
27. Article XIV - Setback Line

N. April 2022 Change 15

1. Effective date changed to April 1, 2021
2. Page #1, Article III B(C*) – changed to C
3. Page #2 – added XVII APPROVED CHANGES NOTARY
4. Article I-2- changed “shall” to “may”
5. Article I-D-4. d – remove wording “(daily or monthly)” and change wording to “a monthly fine against”
6. Article I-D-4. e - changed “shall” to “may”
7. Article II-A-2 – added Airbnb and guest house.
8. Article II-E-3. D – changed “amount” to “number”
9. Article III-A-5 – changed “sewer” to “septic”.
10. Article III-C-3 – removed word “not”, redefine for new trailer replacement for old trailer.
11. Article III-E-8- wording added
12. Article III-G- 35 changed to 50. County Ordinance superseded 35 and allows 50.
13. Article IV-B – deletion of #1-4. Change #5 to #1, change #6 to #2, and add #3 for setback drawing.
14. Article VI-A-3 – added “unlicensed/expired”.
15. Article VII-C – add #3 and #4 from Article IX C and D and change “Conservation” to “Building Control”.
16. Article VIII-A – add redefinition wording as to allowable types of pets and properly licensed NC wildlife rehabilitators
17. Article VIII-B – adding wording to OWNER
18. Article VIII-C/D/E/F/G/H/ – removal of all Chowan County Code ordinance.
19. Article VIII-I – change I to C.
20. Article IX – remove C and D. Items added to Article VII-C.
21. Article X E/F/G - all redundant items have been removed. Fees and charges have been updated and explained. Sections reworded and broken down for better clarification.

O. May 2023 Change 16

1. Effective date changed to May 1 2023
2. Page #15, Article X-D-1 Increased AMA to \$65.00

P. Jan 2024 Change 17

1. Effective date changed to January 20 2024
2. Changes approved at special meeting Dec 30 2023 .
wording in Article VIII

FROM

A. HOUSEHOLD PETS: Except for the maintenance of household pets such as those sold in retail pet stores, no animals, wild birds, fowl, livestock, poultry, or wild reptiles of any kind shall be kept on any lot within the subdivision. Household pets, such as dogs and cats, that are permitted to be maintained by a property owner, shall not be kept, or maintained for commercial purposes, such as boarding or for breeding.

TO

B. HOUSEHOLD PETS: Except for the maintenance of household pets such as dogs and cats, no animals, wild birds, fowl, livestock, poultry or wild reptiles of any kind shall be kept on any lot in the Subdivision.

C. Removed

paragraph C. Enforcement: Chowan County Animal Control

ARTICLE XVII. APPROVED CHANGES

The provisions of these changes and corrections to the Restrictive Covenants, Conditions, Restrictions and Reservations are effective January 20 2024. In witness whereof the Arrowhead Property Owners Association, acting for and in the interest of the property owner members of record on January 20 2024 , causes this instrument to be executed by its President, and its corporate seal to be affixed and attested to by its secretary, both duly authorized to act on the premises in behalf of said

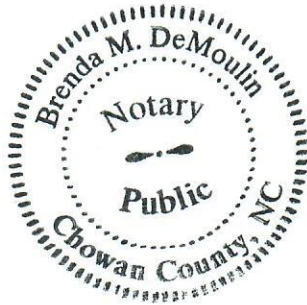
Corporation, all as of the 7 day of FEB, 2024.

Arrowhead Property Owners Association Board Member William A Pelt

Attest:
Donna Pitt
Secretary

I, _____ a duly commissioned Notary Public in and for the said County and State, do hereby certify that _____ Came before me this day and acknowledged he/she is Secretary of Arrowhead Property Owners Association, a corporation, and by authority given as the act of the corporation, the foregoing instrument was signed in its name by the President, sealed with the corporate seal, and attested by him/herself as its Secretary.

Witness my hand and Notarial Seal this 7 of Feb, 2024.



Brenda M DeMoulin
Notary Public
My commission expires 2-17-25
Chowan County, North Carolina

CHOWAN COUNTY
NORTH CAROLINA

Filed _____ at _____ o'clock am/pm

The foregoing certificate of _____, Notary Public Chowan County, State of North Carolina is certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Chowan County, North Carolina...

This _____ day of _____, 2024 at _____ o'clock pm/am

Verified and Recorded: _____
Register of Deeds
_____, 2024

ARTICLE XVIII. EFFECTIVE DATE

The provisions of these changes and corrections to the Restrictive Covenants, Conditions, Restrictions and Reservations are effective January 20 2024. In witness whereof the Arrowhead Property Owners Association, acting for and in the interest of the property owner members of record on January 20 2024, causes this instrument to be executed by its President, and its corporate seal to be affixed and attested to by its secretary, both duly authorized to act on the premises in behalf of said

Corporation, all as of the 17 day of FEB, 2024.

Arrowhead Property Owners Association Board Member Wilton M. Piles

Attest:

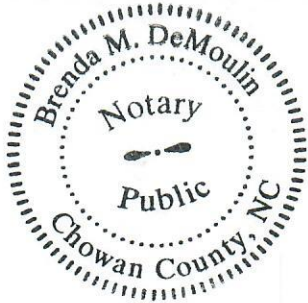
Donna Pitt

Secretary

I, _____ a duly commissioned Notary Public in and for the said County and State, do hereby certify that _____

Came before me this day and acknowledged he/she is Secretary of Arrowhead Property Owners Association, a corporation, and by authority given as the act of the corporation, the foregoing instrument was signed in its name by the President, sealed with the corporate seal, and attested by him/herself as its Secretary.

Witness my hand and Notarial Seal this 17 of Feb, 2024.



Brenda M. DeMoulin

Notary Public

My commission expires 2-17-25

Chowan County, North Carolina

Filed _____ at _____ o'clock am/pm

CHOWAN COUNTY NORTH CAROLINA

The foregoing certificate of _____, Notary Public Chowan County, State of North Carolina is certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Chowan County, North Carolina.

This _____ day of _____, 2024 at _____ o'clock pm/am

Verified and Recorded: _____, 2024

Register of Deeds