

**REVISED  
1 MAY, 1982**

**RESTRICTIVE COVENANTS FOR THE  
ARROWHEAD BEACH SUBDIVISION  
UPDATED THROUGH  
1 APRIL, 2000**

**CONTENTS**

<b>ARTICLE</b>	<b>SUBJECT</b>	<b>PAGE</b>
I.	ENACTMENT, JURISDICTION, PURPOSE .....	3
	A. ENACTMENT .....	3
	B. JURISDICTION.....	3
	C. PURPOSE .....	4
	D. ENFORCEMENT AUTHORITY.....	4
II.	USE OF SUBDIVISION LOTS .....	4
	A. RESIDENTIAL PURPOSES.....	4
	B. HOUSE TRAILER LOTS.....	5
	C. CAMPING LOTS .....	5
	D. COMMERCIAL LOTS .....	5
	E. BOAT MOORING AND STORAGE LOTS .....	5
	F. JOINT USE.....	5
	G. NO BUSINESS, TRADE OR ENTERPRISE .....	5
	H. AUTHORITY .....	6
III.	CONSTRUCTION, TYPE, SIZE .....	6
	A. CONSTRUCTION ON SITE RESIDENCE .....	7
	B. MANUFACTURED HOMES .....	7
	C. HOUSE TRAILERS .....	7
	D. GARAGES, CAR SHELTERS, BOAT SHELTERS .....	8
	E. ACCESSORY BUILDINGS .....	8
	F. FENCES, WALLS, HEDGES .....	8
	G. PIERS AND BULKHEADS.....	8
	H. SIGNS .....	8
	I. HEIGHT LIMITATIONS.....	9
IV.	SET BACKS AND EASEMENT REQUIREMENTS .....	9
	A. SETBACK REQUIREMENTS .....	9
	B. EASEMENTS .....	9
V.	VISION CLEARANCE AT INTERSECTION .....	10
VI.	PROPERTY MAINTENANCE.....	10
	A. PROPERTY MAINTENANCE.....	10
	B. FIRE-STORM DAMAGE REPAIRS.....	10
	C. ABANDONED, UNINHABITABLE STRUCTURES .....	11
	D. FAILURE TO TAKE CORRECTIVE ACTION .....	11
	E. ASSOCIATION ACTIONS.....	11

ARTICLE	SUBJECT	PAGE
VII.	BUILDING CONTROL COMMITTEE - DUTIES .....	11
	A. COMMITTEE ORGANIZATION .....	11
	B. RESPONSIBILITIES .....	11
	C. AUTHORITY .....	11
	D. PROBLEM RESOLUTION.....	11
VIII.	ANIMAL CONTROL.....	12
	A. HOUSEHOLD PETS.....	12
	B. OWNER.....	12
	C. ANIMALS DECLARED A PUBLIC NUISANCE.....	12
	D. ANIMALS THAT ARE VICIOUS .....	12
	E. A DANGEROUS DOG .....	12
	F. VIOLATION.....	13
	G. LEASH PROVISION .....	13
	H. CONTROL ORDINANCE .....	13
	I. ENFORCEMENT.....	13
IX.	WILDLIFE PRESERVE.....	13
	A. WILDLIFE PRESERVE AND BIRD SANCTUARY .....	13
	B. NO DISCHARGING OF FIREARMS .....	13
X.	ANNUAL MAINTENANCE ASSESSMENT.....	13
	A. PURPOSE.....	13
	B. LEVEL OF MAINTENANCE .....	14
	C. OPERATING EXPENSES .....	14
	D. PAYMENT .....	14
	E. DELINQUENT ASSESSMENTS.....	14
	F. SERVICE CHARGES AND LATE FEES.....	14
XI.	COMPLAINTS .....	15
XII.	TERMS OF THE RESTRICTIVE COVENANTS.....	15
	A. APPLICATION - TERM - LENGTH.....	15
	B. BI-ANNUAL REVIEW .....	15
XIII	INVALIDATION .....	15
XIV.	DEFINITIONS.....	15
XV.	EFFECTIVE DATE (30 May 1984).....	15a
XVI.	APPROVED CHANGES.....	16
XVII.	JUDICIAL FINDINGS.....	17
XVIII.	EFFECTIVE DATE (1 April 1996).....	20

## 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 was submitted to the property owners present at the Annual Membership meeting on 1 May 1982. The property owners present approved submitting this Declaration of Restrictions to the property owners of record for consideration. This Declaration of Restrictions was approved by the property owners of record by voting 955 1/2 lots for approval and 155 lots for disapproval.

### B. JURISDICTION

Known all men 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 compatible residential subdivision within Arrowhead Beach with a mixture of single family dwellings and house trailers which will promote the health, safety, morale and general welfare of the residents.

D. ENFORCEMENT AUTHORITY

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 recreational atmosphere of the area.

1. Whenever a property owner member maintains his property in a manner detrimental to the recreational atmosphere of the area, such as in violation of the Declaration of Restrictions 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 and set forth in a formal notice, the Board of Directors shall correct the condition and assess the cost thereof as a special assessment against the property or properties involved.

**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 and one private garage, and one accessory building other than lots specifically designated whereon a house trailer may be placed and occupied, or which may be used for commercial purposes, or may be used for boat mooring and storage.

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. Camping on lots other than those lots specifically designated by number, constitutes a violation of the use permitted by these Restrictive Covenants.
3. 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, either temporarily or permanently, and placement is such that the building shall conform to set back and building lines requirements.

- B. THE PURCHASERS OF THE FOLLOWING LOTS may place and occupy, on each of the said lots, a house trailer designed for a single family dwelling, and construct a garage, and an accessory building. No more than one house trailer, garage, and accessory building shall be placed on each of the said lots.
1. Section "A" lot numbers 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, and 56.
  2. Section "D" lot numbers 18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36,37,38, 39,78,79,80,81,82,83,84,85,86,87,88,89,90,91,92,93,94,95,96,97,136,137,138,139,140,141, 142,143,144,145,146,147,148,149,150,151,152,153,192,193,194,195,196,197,198,199,200,201, 202,203,204,205,206, and 207.
  3. Section "G" lot numbers 12,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36, 37, and 38.
  4. Section "J" lot numbers 102,103,104,105,106,107,108,109,110,111,112,113,114,115,116,117,118, and 119.
  5. Section "M" lot numbers 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,29,30, 31,32,33,34,35,36,37,38,39,40,41,44,45,46,47,48,49,50,51,52,53,54,55,56,57,58,59,60,61,62,63,64,65, 66,67,68,69,70,71,72,73,74,75,76,77,78,79,80,81,82,83,84,85,86,87,88,89,90,91,92,93,94,95,96,97,98, 99,112,113,114,115,116,117,118,119,133,134,135,136,137,138, 139,140,141,142, and 143.
- C. THE PURCHASERS OF LOT NUMBERS 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137,138, 139, 140, 141, 142, and 143 in section "M" may use said lots as campsites. No more than two (2;) campsites shall be located on any numbered lot. When the use of any of the above listed numbered lots as a campsite is discontinued, then said lot or lots shall be used only for residential purposes and be subject to all provisions and conditions of this instrument.
- D. 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.
- E. LOT NUMBERS 5,6,7,8,9,10,11,12,13, and 14 in section "EE" may be used only for the mooring and storage of boats.
- F. WITHIN SECTION "B" OF THIS SUBDIVISION the purchasers of the following lots have joint use to pass and repass 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.
- G. NO BUSINESS, TRADE, ENTERPRISE, OR HOME OCCUPATION which can be seen, heard, is odorous and/or draws an unreasonable number of clients to the property shall be conducted or carried on upon any lot or lots in the subdivision. The rental of any properties or residence is not permitted.
1. No business, trade, or enterprise (with the possible exceptions listed in G.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**.

2. The terms business, trade, or enterprise, which are prohibited by these Restrictive Covenants, within the subdivision, encompass rental properties. The rental of any properties or residence is not permitted.
3. A 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 amount of clients and/or traffic;
  - e. the home occupation shall have received prior approval by the Board of Directors.

H. AUTHORITY: If any property owner, after proper notification (certified mail return receipt) by the Arrowhead Property Owners Association, fails to take the necessary action to correct a condition not in compliance with this article the Association shall:

1. Conduct a hearing with the property owner to determine the causes for non-compliance and to determine whether to assess a fine (daily, monthly) against the property owner for continued non-compliance with the covenants.
2. Following a reasonable time period (maximum three months) should the property owner fail to pay the fine and/or fail to correct the condition for which the fine was imposed and after proper notification by the Association, the Association shall hire a contractor to correct the conditions set forth in the notice to the property owner. The costs of such correction shall be taxed to the property owner.
3. Should a property owner fail to pay the fine and/or to repay the costs for correcting the conditions set forth in the notice the fine and 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 by contractor liens under the procedure set out in Article 2, Chapter 44A of the North Carolina General Statutes.

### **ARTICLE III CONSTRUCTION, TYPE, SIZE**

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.

Such approval will be made upon submission of satisfactory plans, specifications and a grid map showing the location of the structure on the lot or lots. Structures erected, placed or altered shall conform to the following:

1. no more than one residence on any building lot.
2. must comply with all existing building codes.
3. must be constructed of new materials.
4. plumbing, sewer, water and electrical utilities must be connected and be in compliance with existing health codes.
5. must have private inside bathroom facilities.
6. must meet all existing setback requirements.
7. may not be occupied by more than one family unit.

B. A RESIDENCE, to be placed on a building lot, or lots, may be one of three types that are permitted within the subdivision:

1. a dwelling constructed on the building site
2. a manufactured home
3. a house trailer

C. IN ADDITION TO THE COMMON SPECIFICATIONS LISTED ABOVE, these three 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, 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, double wides, triple wides) 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) A house trailer may be placed on a designated lot or lots in the subdivision when conforming to the following requirements:
- a. must be at least ten (10) feet wide with a minimum length of thirty-two (32) feet.
  - b. must have a metal or vinyl skirting, or a permanent continuous masonry foundation.
  - c. a house trailer shall not be placed on a lot where there exists a residence (house trailer, manufactured home, single family dwelling) or any other principal building.
  - d. a travel trailer (recreational vehicle) is not considered a house trailer or mobile home.
  - e. house trailers shall be of new construction. Previously used house trailers shall not be permitted to be moved into the subdivision and placed on any lot or lots.
  - f. owners of house trailers shall tie down their house trailers according to the following minimum specifications for safety and their neighbors safety.
    - (1) for those units with over the top tie down straps installed at the factory, an anchor shall be required for each strap.
    - (2) each unit's chassis must be secured with diagonal tie downs to prevent slipping. Units up to fifty (50) feet in length require a minimum of four (4) anchors on each side. These diagonal ties shall be placed so as to fasten to a vertical over-the-top strap anchor.
    - (3) for those units without factory built in straps, over the top vertical shall be placed no further than twelve (12) feet on center beginning with the front wall (first stud and/or cross member). The rear strap must be within six (6) feet of the rear wall.

- (4) strapping material shall be a minimum of 1 1/4 inch wide, 0.035 thick (20-22 gauge) which is type 1, class B, grade 1 and conforms with Federal Specification QQ-S-781F. If cable is used, a minimum of 3/8 inch galvanized steel cable is authorized.
- (5) anchors must be at least 1/2 inch in diameter, have a minimum of four (4) inch flange at the bottom and with a shaft length sufficient to extend a minimum of four (4) feet into the ground

D. GARAGES, CAR SHELTERS, AND BOAT HOUSES. The construction of a garage, car shelter, and/or boat house on any lots in the subdivision shall conform to the following.

1. garages and boat houses must conform in appearance to the residence structure of said lot.
2. garages, car shelters or boat houses built on waterfront lots shall be placed no closer to the water than the single family residence line.
3. all garages, car shelters, and boat houses must be placed so as to conform to all setback requirements.
4. no more than one garage, car shelter, or boat house may be constructed on a building site.

E. ACCESSORY BUILDING. (Utility shed, storage building). The construction, erection, or placement of an accessory building on any lot in the subdivision, shall conform to the following:

1. be in keeping with the appearance of the residence structure of said lot.
2. no more than one accessory building may be placed, erected, or constructed on a building site.
3. 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.
4. when constructed on other than a waterfront lot, must be placed in the rear or side yard and must meet set back requirements.
5. When planning the placement of an accessory building consider the impact of the building placement with the neighbor's yard and view.

F. 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 other similar materials.
7. the set back 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.

G. PIERS AND BULKHEADS. 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.

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 sign posts, road name sign posts 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 sign posts.
  - 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 the responsibility of the candidates for whom the signs and posters were erected. All 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.

I. HEIGHT LIMITATIONS, maximum height of a structure within the subdivision is thirty five (35) feet.

#### **ARTICLE IV. SET BACKS AND EASEMENT REQUIREMENTS**

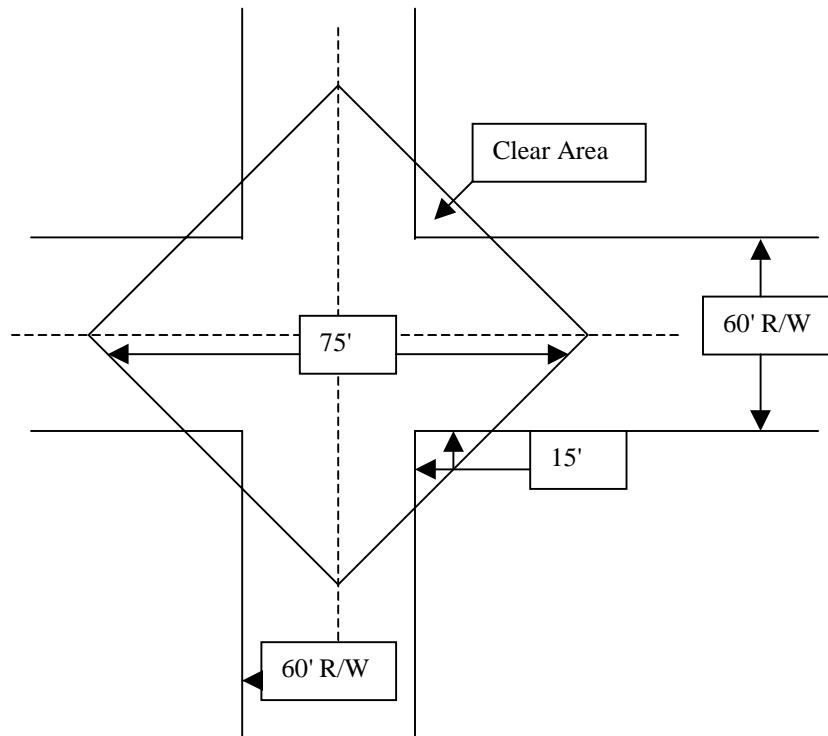
- A. THE SETBACK REQUIREMENTS for the construction, erection, and/or placement of any structure in the subdivision are:
  - 1. front lot line setback shall be not less than twenty-five (25) feet.
  - 2. side lot line setback shall be not less than five (5) feet.
  - 3. side street lot line setback shall be not less than fifteen (15) feet.
  - 4. back lot line setback shall be not less than five (5) feet.
- B. EASEMENTS for the installation and maintenance of public utilities or drainage facilities are reserved along and within the lot line as follows:
  - 1. along all front lot lines, fifteen (15) feet,
  - 2. along all side lot lines, ten feet, five from each lot.
  - 3. along all back lot lines, ten feet, five from each lot.
  - 4. along all side street lot lines, fifteen (15) feet.

5. 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.
6. 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.

**ARTICLE V. VISION CLEARANCE AT INTERSECTIONS**

A. PROPER SIGHT LINES shall be maintained at all intersections of streets. There shall be a sight clearance of seventy-five (75) feet for all streets, from the point of the intersection, as measured along the center line. Within the triangle area formed by the connection of those points, no planting, structure, fence, wall, or other obstruction to vision higher than three (3) feet shall be placed or maintained.

B. VISION CLEARANCE AT INTERSECTIONS.



**ARTICLE VI. PROPERTY MAINTENANCE**

- A. OWNERS OF LOTS WITHIN THE SUBDIVISION shall at all times maintain their property in an orderly 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, or wrecked motor vehicles, boats, trailers, and recreational vehicles on the premises.
  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.
- B. 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, wind storm,

or other reason or cause must be removed and the lot and structure restored to a slightly condition within three (3) months from the date of damage or destruction.

- C. 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.
  
- D. IF ANY PROPERTY OWNER after notification (certified mail return receipt requested) by the Arrowhead Property Owners Association, fails to take necessary action to correct a condition not in compliance with this Article, the Association shall:
  - 1. Conduct a hearing, with the property owner, to determine whether to assess a fine (daily-monthly) against the property owner for continued non-compliance with the covenants.
  - 2. Following a reasonable time period (maximum - 3 months) 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 shall 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 property owner.
  
- 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 contractors liens, under the procedure set out in Article 2 of Chapter 44A of the North Carolina General Statutes.

#### **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 2 - USE OF SUBDIVISION LOTS**
  - 2. **ARTICLE 3 - CONSTRUCTION, TYPE, SIZE**
  - 3. **ARTICLE 4 - SET BACK AND EASEMENT REQUIREMENTS**
  - 4. **ARTICLE 5 - VISION CLEARANCE OF INTERSECTIONS**
  - 5. **ARTICLE 6 - 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.
  
- 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 Control 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 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, birds, fowl, livestock, poultry, or 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. 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.

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.

C. ANIMALS THAT ARE A PUBLIC NUISANCE:

1. No person owning a household pet shall permit his/her pet to create a public nuisance; that is, to permit the animal to:
  - a. repeatedly run at large, chasing, snapping at, or attacking pedestrians, bicyclists, or vehicles.
  - b. repeatedly damage the property of others.
  - c. run at large during aroused stages of copulation.
  - d. habitually or repeatedly make noises, sounds, barks, or other sounds (with provocation) that tend to annoy, disturb, frighten the residents within the subdivision.
2. It shall be a violation of these covenants for any owner to permit his/her animal to run at large when such an animal has been declared a public nuisance.
  - a. the owner shall keep such animal on his/her property at all times by means of a leash, cord, chain, or in a pen.
  - b. the owner shall not permit such animal to leave the premises on which the animal is kept unless it is on a leash and in the care of a responsible designated member of the owner's family.

D. ANIMALS THAT ARE VICIOUS:

1. A vicious animal is any animal that has:
  - a. made an unprovoked attack on any human whether it is by biting or otherwise.
  - b. in any manner caused abrasions or cuts of the skin on a human
  - c. habitually or repeatedly attacked on humans or other animals.
2. An animal that has been declared a vicious animal shall not be kept within the subdivision.

E. DANGEROUS DOGS:

1. A dangerous dog is a dog that:
  - a. without provocation has killed or inflicted serious injury on a person
  - b. has engaged in one or more of the following behaviors:
    - (1) inflicted a bite on a person that resulted in broken bones or disfiguring lacerations or required cosmetic surgery or hospitalization.
    - (2) killed or inflicted serious injury upon a domestic animal when not on the owner's property.

- (3) approached a person, when not on the owners property, in a vicious or terrorizing manner in an apparent attitude of attack.
2. No dangerous dogs shall be maintained in the subdivision.
- F. THE OWNER OF A HOUSEHOLD PET WHO INTENTIONALLY, knowingly, or willfully violates this Restrictive Covenant shall be liable for any injury to an individual and/or damage to another's property caused by his/her pet. The owner shall compensate any person hurt or bitten by any pet, and shall hold the Arrowhead Property Owners Association harmless from any claim resulting from any action of his/her pet.
- G. HOUSEHOLD PETS OUTSIDE THE OWNER'S PREMISES shall be on a leash and under the control of a designated responsible member of the owner's family.
- H. THE PROVISIONS OF THE CHOWAN COUNTY Control Ordinance shall be enforced within the subdivision.
- I. ENFORCEMENT: any owner of an animal(s) who has been properly notified by the Arrowhead Property Owners Association (certified mail, return receipt) that he/she is in violation of a provision(s) of this Article and fails to take the necessary action, within the time period established by the notice, to eliminate/correct a condition not in compliance with this Article, the Association shall:
1. Conduct a hearing with the owner of the animal(s) in order to determine the causes for non-compliance.
    - a. Establish a reasonable time period for the owner to eliminate/correct the violation(s) set forth in the notice.
  2. Should the owner of the animal(s) fail to eliminate/correct the violation(s) by the expiration of the established time period the Association shall:
    - a. Initiate legal proceedings to have the owner directed to comply immediately with the provisions of the article.
    - b. All legal fees and costs for this action shall be taxed to the owner.
  3. In enforcing the provisions of this article the Association shall coordinate its activities with the Chowan County Animal Control supervisor.

#### **ARTICLE IX WILDLIFE PRESERVATION**

- 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: Beginning on the first day of May, 1985, and on the first day of May each year thereafter, the owner of each lot shall pay \$20.00 per lot purchased to the Arrowhead Property Owners Association, its designated successors and the assigns for the purposes set out.
- E. ANNUAL MAINTENANCE ASSESSMENTS not paid by 15 June of each calendar year shall be a lien on each lot owned. The Arrowhead Property Owners Association may enforce said lien by registering notice of the lien in the office of the Clerk of the Superior Court for Chowan County, North Carolina and selling said lots as provided by the Law for Judicial Sales under mortgages and deeds of trust. Should any person own two or more lots, the lien of said annual payment provided herein shall extend to all of said lots owned by him/her. In the event said owner resells a lot or lots, then the successor purchaser, by accepting a contract or deed for said lot or lots, shall thereupon become liable for a like annual payment of \$20.00 per lot purchased, which shall be a lien on said lot or lots and enforceable under the conditions as above provided.
- F. ASSESSMENTS NOT PAID BY 15 JUNE of each calendar year become delinquent on 16 June, at which time:
1. A service charge shall be added to the past due assessment account to cover administrative costs for providing the property owner additional notices of the delinquent assessment account.
  2. A late fee (interest) shall be added to the past due assessment account monthly, for each lot owned as long as the account remains in arrears, to cover the loss of the use of the Annual Maintenance Assessment fees.
  3. Such fees (service charge, late fees, and interest) shall be added to the delinquent assessment account balance and shall become a lien against the property.

## 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.

## ARTICLE XIV. DEFINITIONS

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, 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 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, manufactured home or a house trailer.

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 occupying a dwelling and living as a single housekeeping unit, such as a husband and wife, children, and guests.

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 Declaration of Restrictions, which delineates the area within which a structure may be built and maintained.

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 XVI. 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

## **ARTICLE XVII. JUDICIAL FINDINGS**

- A. The following legal determinations were made by the District Court, Chowan County, North Carolina in April 1974:
1. that the Arrowhead Property Owners Association is a corporation duly organized and existing under the laws of the State of North Carolina.
  2. That the Arrowhead Property Owners Association has, by its bylaws, been authorized by its members to enforce the Restrictive Covenants on behalf of its property owner members.
  3. That the Restrictive Covenants (Declaration of Restrictions) constitute a negative easement binding upon all lots owned by the grantor, Southern Properties, Incorporated, its successors, American Central Corporation, and all future owners of property referred to in the Declaration of Restrictions.
  4. That it was the intention of Southern Properties Incorporated, by executing the Restrictive Covenants, to prohibit the use of house trailers upon lots so designated in the Restrictive Covenants.
  5. That a house trailer is not embraced in the term, "single family dwelling."
  6. That the intermittent keeping on lots in Arrowhead Beach of a camper, boat, or boat trailer does not violate the Restrictive Covenants so long as such recreational vehicles are not used as a residence, either temporarily or permanently.
  7. That the placing of a detached storage building or utility shed on lots in Arrowhead Beach does not constitute a violation of the Restrictive Covenants so long as the structures are not used as a residence either temporarily or permanently.
- B. The following legal determinations were made by the District Court, Chowan County, North Carolina in April 1991:
1. Property bought prior to the amendment to the Restrictive Covenants and rental activities existed at the time of the amendment (May 1, 1982) can continue to use subject property as rental property until a change in ownership.
  2. Property bought after the amendments to the Restrictive Covenants and property where rental activities did not exist at the time of the amendments to the Restrictive Covenants are subject to the provision concerning rental activities.
- C. The following legal determinations were made by the District Court, Chowan County, North Carolina in September 1994:
1. The Arrowhead Property Owners Association is a nonprofit organization and existing under the laws of the State of North Carolina, and doing business in Chowan County, North Carolina.
  2. The Arrowhead Property Owners Association is the entity responsible for enforcing said Revised Restrictive Covenants, and as provided in its bylaws, is authorized to "enforce either in its own name, or in the name of any property owner members as may be necessary, all covenants and restrictions which have been or are now or may hereafter be imposed upon any real estate in Arrowhead Beach subdivision, or any additions thereto, in order to maintain the recreational atmosphere of the area.
  3. The Revised Restrictive Covenants for Arrowhead Beach subdivision is a plan or scheme imposed for the purpose of promoting health, safety, morale, and general welfare of the residents of Arrowhead Beach subdivision.
  4. Prior to the Defendant's acquiring title to the aforementioned property, said property, together with all the other lots, included in Arrowhead Beach subdivision, were by action of the property owners, made

subject to these certain "Revised Restrictive Covenants for the Arrowhead Beach subdivision", dated May 1, 1982, and recorded in Book 147 at page 8896 in the office of the Register of Deeds of Chowan County.

5. The Revised Restrictive Covenants for the Arrowhead Beach subdivision provide in part, as follows:
  - a. Section B, paragraph 7., provides: "No business trade or enterprise or home occupation 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, as set forth in paragraph B4."
  - b. Section F paragraph 1.b provides: "owners of lots within the subdivision shall at all times maintain their property in an orderly manner, not permitting the accumulation of rubbish, or debris on the premises."
  - c. Section F, paragraph 1.c provides: "owners of lots within the subdivision shall at all times maintain their property in an orderly manner not permitting the storage or maintenance of abandoned, junked, partially dismantled, and/or wrecked motor vehicles, boats, trailers, and recreational vehicles on the premises."
  - d. Section C paragraph 1 provides: "all construction on any lot in the subdivision must be approved in writing by the Building Control Committee prior to the start of construction."
6. Section F.3 and F.4 of the Amended Restrictive Covenants provides as follows:
  - a. Any property owner who, after proper notification by the Arrowhead Property Owners Association fails to take action necessary to correct the conditions set forth in the notice; the Association may:
    - 1) contract to have the condition corrected.
    - 2) bill the property owner for the cost.
  - b. In the event the property owner fails to repay the Association for the costs of correcting the conditions set forth in the notice, the cost becomes a lien on the property. The Association may enforce said lien by registering a notice of said lien in the office of the Clerk of the Superior Court for Chowan County, North Carolina and selling said lot or lots as provided for contractor's liens.
7. The Defendant is in violation of the aforementioned Revised Restrictive Covenants for the Arrowhead Beach subdivision.
8. The Defendant's failure to bring the property into compliance with the Restrictive Covenants is without lawful justification or excuse.

In such case, the following order was entered:

1. The Defendant is hereby ordered to take the necessary steps to bring the property in compliance with the applicable provisions of the Restrictive Covenants of Arrowhead Beach subdivision, and specifically, to do the following:
  - a. remove all rubbish and debris from the property
  - b. to remove all abandoned, junked, partially dismantled and wrecked motor vehicles, boats, trailers, or recreational vehicles from the property.
  - c. to remove the shed or storage building from the premises, together with all junk, rubbish, and debris located in or around said shed or storage building.
2. The Defendant shall have a period of thirty (30) days from the service of this order to comply. Service shall be in person, or by posting a copy in a conspicuous place at the premises.
3. Upon the failure of the Defendant to comply with provisions of this Order, the Plaintiff shall be authorized to enter the premises of the Defendant, and to remove therefrom all rubbish and debris, together with all abandoned, junked, partially dismantled and wrecked motor vehicles, boats, trailers or recreational vehicles, and to remove the shed or storage building, together with all junk and debris located in or about said shed. The Plaintiff shall be entitled to employ such subcontractors or agents as are necessary to carry out the provisions of this order.
4. Any costs incurred by the Plaintiff in carrying out the provisions of this order shall become a lien upon the subject property, subject to the enforcement as provided in Section F, paragraph 4 of the Restrictive Covenants.

5. The costs of this action are taxed to the Defendant.

E. The following legal determinations were made by the District Court, Chowan County, North Carolina in March 1995:

1. Paragraphs 1 through 4 are similar to the paragraphs in the September 1994 order.
2. The Revised Restrictive Covenants for the Arrowhead Beach subdivision provide, in part, as follows:
  - a. Section C. paragraph 1.a.(3) provides: "Have a continuous enclosed permanent masonry foundation."
  - b. Section C. paragraph 1.a.(8) provides: "be completed on the exterior within six (6) months from start of construction."
  - c. Section J. paragraph 3. Operating expenses in support of the recreational programs for property owners, such as labor, materials, instructors, recreational equipment, supplies, and other related expenses; beginning on the first day of May 1985, and on the first day of May of each year thereafter, the owner of each lot shall pay \$20.00 per lot purchased to the Arrowhead Property Owners Association, its designated successors and assigns for the purposes set out. Annual payments shall be a lien on each lot and if not paid by 15 June of each calendar year, the Arrowhead Property Owners Association may enforce said lien by registering a notice of the lien in the office of the Clerk of the Superior Court for Chowan County, North Carolina and selling said lots as provided by law for Judicial sales under mortgage and deeds of trust. Should any person own two or more lots, the lien of said annual payment provided herein shall extend to all said lots owned by him. In the event an owner resells a lot or lots, the successor purchaser, by accepting a contract or deed for said lot or lots, shall thereupon become liable for a like payment of \$20.00 per lot purchased which shall be a lien on said lot or lots and enforce under the conditions as above provided.
3. The Defendant is in violation of the aforementioned Revised Restrictive Covenants.
4. The Defendants' failure to bring the property into compliance with the Restrictive Covenants is without lawful justification or excuse.

In such case, the Court entered the following order:

1. That the Defendant is hereby ordered to take the necessary steps to bring the property in compliance with the applicable provisions of the Restrictive Covenants of Arrowhead Beach subdivision, and specifically, to do the following:
  - a. complete construction of the enclosed masonry foundation within 30 days.
  - b. establish a payment plan for paying, in full, the Annual Maintenance Assessment Account, including all service charges, late fee, court cost, and attorney fees.
2. The costs of this action are taxed to the Defendant.

**ARTICLE XVIII. EFFECTIVE DATE**

The provisions of these changes and corrections to the Restrictive Covenants, Conditions, Restrictions and Reservations are effective April 1, 2000. In witness whereof the Arrowhead Property Owners Association, acting for and in the interest of the property owner members of record on April 1, 2000, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2000.

Arrowhead Property Owners Association

\_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
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 the 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 its President, sealed with the corporate seal, and attested by himself/herself as its Secretary.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_  
Chowan County, North Carolina  
Filed \_\_\_\_\_ at \_\_\_\_\_ o'clock am/pm

Notary Seal

**NORTH CAROLINA  
CHOWAN COUNTY**

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 \_\_\_\_\_, 2000 at \_\_\_\_\_ o'clock am/pm

\_\_\_\_\_  
Register of Deeds

Verified and Recorded:

\_\_\_\_\_, 2000