

BYLAWS OF  
Beechwood Shores Property Owners' Association  
Article I  
Name and Location

Section 1. The name of the Corporation is the Beechwood Shores Property Owners' Association Inc. (hereinafter called "Association"). The principle office of the Association is located at 101 Pine Knob, Beechwood Shores, Moneta, VA 24121 at the Beechwood Shores clubhouse. Meetings of members and directors may be held at such places within the State of Virginia, County of Bedford, as may be designated by the Board of Directors in the notice of meeting.

Article II  
Definitions

Unless the context denotes otherwise the following terms are defined as follows:

Section 1. The term "Association" shall mean and refer to the Beechwood Shores Property Owners' Association, its successors and assigns.

Section 2. The term "properties" shall mean and refer to that certain real property described in the declaration of covenants and restrictions and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. The term "common properties" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association.

Section 4. The term "lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the common area.

Section 5. The term "member" shall mean and refer to every person or entity who holds a membership in the Association.

Section 6. The term "owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. The term "Declaration" shall mean and refer to the declaration of covenants and restrictions applicable to the properties recorded in the office of clerk and recorder of Bedford County, State of Virginia.

### Article III Members

Section 1. Membership. Every person or entity who is a record owner of a fee and undivided fee interest in a lot, which is subject to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold any interest merely as security for the performance of an obligation. No owner shall have more than one membership per lot. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

Section 2. Suspension of Membership. During the period in which a member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights and right to use the recreational facilities of the member may be suspended by the Board of Directors until the assessment has been paid.

Such rights of a member may also be suspended, after notice and hearing, for a period not to exceed 30 days, for violation of any rules and regulations established by the Board of Directors until the assessment has been paid.

Section 3. Rights of Enjoyment. Each member shall be entitled to the use and enjoyment of the common properties and facilities as provided in the Declaration. Any member may delegate his rights of enjoyment of the common properties and facilities to the members of his family, his tenants or contract purchasers, who reside on the property. The member shall notify the secretary in writing of the name of the delegate. The rights and privileges of the delegate are subject to suspension to the same extent as those of the member.

Section 4. Annual Meetings. Annual Meetings of the members shall be held on the 2<sup>nd</sup> Saturday of November, if not a legal holiday, and if a legal holiday, then on the next Saturday following at 1:00 PM, or at such other date and time as shall be designated by the Board of Directors and stated in the notice of the meeting or in duly executed waiver of notice thereof.

Section 5. Special Meetings. Special meetings of members, for any purpose, unless otherwise prescribed by statute or the Articles of Incorporation, may be called at any time by the president or by the Board of Directors, and shall be called by the president or secretary at the request in writing of members having one-tenth (1/10) of the votes entitled to be cast at such meeting. Such request shall include a statement of purpose or purposes of the proposed meeting.

Section 6. Notice of Meetings. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered no less than ten or more than thirty days before the date of the meeting, either personally or by mail, or by the direction of the president, or the secretary, or the officers or persons calling the meeting, to each member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the Association, with postage thereon prepaid. Notice of a members meeting to act on an amendment of the Articles of Incorporation or on a plan of

merger or consolidation shall be delivered or published in the manner provided above, not less than ten or more than thirty days before the date of the meeting. Any such notice that is mailed shall be accompanied by a copy of the proposed amendment or plan or merger or consolidation or a summary thereof and any such notice that is published shall state that copies of the proposed articles of amendment or plan or merger or consolidation will be supplied to members on request.

Section 7. Waiver of Notice. Whenever any notice is required to be given to any member of the Association of any meeting for any purpose under the provisions of any statute or under the provisions of the Articles of Incorporation or Bylaws of the Association, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated there in, shall be equivalent to the giving of such notice. A member who attends a meeting shall be deemed to have had timely and proper notice of the meeting, unless he attends for the express purpose of objecting because the meeting is not lawfully called or convened.

Section 8. Quorum. Except as otherwise provided by statute, the Articles of incorporation, the Declaration, or these Bylaws, the presence at the meeting of members or proxies entitled to cast one-tenth (1/10) of the votes of the membership shall constitute a quorum. If, however, a quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time to another time and place, without notice other than announcement at the meeting of such other time and place. At the adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the original meeting. If the adjourned is for more than thirty days, a notice of the adjourned meeting shall be given to each member entitled to vote at the meeting.

Section 9. Voting and Proxies. Members shall not be entitled to vote except as the right to vote shall be conferred by the Articles of Incorporation. A member entitled to vote may vote in person or may vote by proxy executed in writing by member or by his duly authorized attorney-in-fact. No proxy shall be valid for more than one meeting or a continuation thereof. Proxies shall carry specific instructions for voting on agenda items listed in the written notice of meeting. All other matters will be voted by a majority of those present at the meeting. Proxy votes will be counted in establishing a quorum for voting agenda items. A quorum must be present for action to be taken on non-agenda matters. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of lot.

Section 10. Required Vote. When a quorum is present at any meeting of members, the vote (which need not be by ballot) of members holding a majority of the votes entitled to be cast, present in person or represented by proxy, shall be necessary for the transaction of any business properly brought before such meeting, unless the proposed action is one upon which, by express provision of statute or of the Articles of Incorporation, a different vote is specified and required, in which case such express provision shall govern and control the decision of such questions. Notwithstanding the foregoing, candidates for election as directors who receive the highest number of votes, up to the number of directors to be chosen, shall stand elected, and an absolute majority of the votes cast shall not be a prerequisite to the election of any candidate to the Board of Directors.

Section 11. Action Without a Meeting. Any action required to be taken at a meeting of the members, or any action which may be taken at a meeting of the members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

Article IV  
Directors

Section 1. Powers. The property business and affairs of the Association shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Association and do all such lawful acts and things as are not by statute or by these Bylaws directed or required to be exercised or done by the members. However, in no event shall the Board of Directors take any action which will affect all members, or the operation of the Association beyond the next Annual Meeting without a majority vote of the members and proxies at a meeting called specifically to consider that matter.

Section 2. Number. The affairs of this Association shall be managed by a board of nine (9) directors.

Section 3. Election. At the Annual Meeting the members shall elect one-third (1/3) of the directors for a term of three years. Each director elected shall hold office until his successor is elected and qualified or until his earlier resignation or removal.

Section 4. Removal. Any director may be removed from office at a meeting called expressly for that purpose, with or without cause, by such vote as would suffice for his election.

Section 5. Vacancies. Any vacancy occurring in the Board of Directors, including a vacancy resulting from an increase by not more than two in the number of directors, may be filled by an affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors, or by a sole remaining director, and each director so chosen shall hold office until the next annual election and until his successor is elected and qualified, or until his earlier resignation or removal. If there are no directors in office, then an election of directors shall be held in a special meeting of the members called for that purpose.

Section 6. Compensation. No director shall receive compensation for service (s) as relates to Board activities. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 7. Audit. The board shall require the financial records of the Association to be audited at any time deemed necessary by a majority of a quorum present at any meeting of members or directors. Under all conditions, the board at its January or February meeting shall review completely the records from the previous calendar fiscal year. The board will then vote for the record on whether or not to require a professional audit.

Section 8. Place of Meeting. The Board of Directors of the Association may hold meetings, both regular and special, in Moneta, Virginia or at such other place as they may from time to time specify by resolution. Any and all meetings of the directors, whether regular or special, shall be open meetings and may be attended by the members of the Association.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held on ten (10) days notice at such time and such place from time to time to be determined by the Board of Directors.

Section 10. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by three (3) days notice to each director.

Section 11. Quorum. A majority of the number of directors fixed by these Bylaws shall constitute a quorum for the transaction of business. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 12. Action Without a Meeting. Any action required to be taken at a meeting of the directors, or any action which may be taken at a meeting of the directors, may be taken

without a meeting if a consent is in writing, setting forth the action entitled to vote with respect to the subject matter thereof.

#### Article V Committees

The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committees, to the extent provided in such resolution, shall have and exercise the authority of the Board of Directors except to approve an amendment of the Articles of Incorporation, a sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all, the property and assets of the Association, the voluntary dissolution proceedings. The Board of Directors shall appoint an Architectural Committee as provided in the Declaration to approve or disapprove any plan to erect, place, or alter any structure on any lot. No less than 60 days prior to the Annual Meeting the Directors shall appoint a Nominating Committee which will be responsible for presentation of candidates for office as required. Other committees with limited authority may be designated by a majority of the Directors present at a meeting at which a quorum of Directors is present.

#### Article VI Officers

Section 1. Positions. The officers of the Association shall be a president, a secretary, and a treasurer, and such other officers as the Board of Directors may appoint, including one or more vice presidents, assistant secretaries, and assistant treasurers, who shall be determined from time to time by the Board. Any two or more offices may be held by the same person, provided however, that in no event shall the president and the secretary be the same person.

Section 2. Election. The officers of the Association shall be elected by the Board of Directors at its first meeting following each Annual Meeting of the members.

Section 3. Terms of Office. The officers of the Association



shall be elected for a term of one (1) year and shall hold office until their successors are chosen and qualified or until their earlier resignation or removal. Any officers elected by the Board of Directors may be removed by the affirmative vote of a majority of the Board of Directors whenever in their judgment the best interests of the Association will be served thereby. Any vacancy occurring in any office may be filled in the manner prescribed for regular elections. The officer elected to the vacancy shall serve for the remainder of the term of the officer he replaces.

Section 4. President. The president shall at all times be a member of the Board of Directors, shall insure that all orders and resolutions of the Board of Directors are carried into effect, and unless otherwise provided by the Board of Directors, shall preside at all meetings of the members and the Board of Directors. The president shall execute leases, mortgages, debts and other written instruments requiring a seal, under the seal of corporation, only when designated by proper authority from the Board of Directors. In no event shall the president take any action which will affect all members, or the operation of the Association beyond the next Annual Meeting without a majority vote of the members and proxies at a meeting called specifically to consider that matter.

Section 5. Vice President. In the absence of the president or in the event of his inability or refusal to act, the vice president (or in the event there be more than one vice president, the vice president in the order designated, or in the absence of any designation, then in the order of election) shall perform the duties of the president, and when so acting shall have all powers of, and be subject to all restrictions upon the president. The vice president shall perform such other powers as the Board of Directors may from time to time prescribe.

Section 6. Secretary. The secretary shall attend all meetings of the Board of Directors and all meetings of the members, and shall record all the proceedings of the meetings of the

Board of Directors and of the members in a book to be kept for that purpose, and shall perform like duties for the standing committees, when required. The secretary shall give, or cause to be given, notice of all meetings of the Board of Directors, shall keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as may be prescribed by the Board of Directors or by the president. The secretary shall have custody of the corporate seal of the Association, and the secretary or an assistant secretary, shall have authority to affix the same to any instrument requiring it, and when so affixed it may be attested by the secretary's signature or by the signature of such assistant secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Association and to attest the affixing of the officer's signature. The secretary may also attest all instruments signed by the president.

Section 7. Assistant Secretary. The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the Board of Directors (or if there shall have been no such determination, then in the order of their election), in the absence of the secretary or in the event of the secretary's inability or refusal to act, perform the duties and exercise the powers of the secretary, and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 8. Treasurer. The treasurer shall have the custody of the Association's funds and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. The treasurer shall disburse the funds of the Association as ordered by the Board of Directors taking proper vouchers for such disbursements, and shall render to the president, and to the Board of Directors at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as treasurer and of the financial condi-

tion of the Association.

Section 9. Assistant Treasurer. The assistant treasurer, or if there be more than one, the assistant treasurers in the order determined by the Board of Directors (or if there shall have been no such determination, then in order of their election), shall in the absence of the treasurer or in the event of his inability or refusal to act, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have other powers as the Board of Directors may from time to time prescribe.

#### Article VII Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. By the Declaration each member is deemed to covenant and agree to pay to the Association an annual assessment. The annual assessment, with interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due and shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments shall be used by the Association to provide such community services as the lot owners may from time to time deem necessary or desirable in connection with their efforts to maintain an attractive community appearance and the privacy and general safety of lot owners, including such services as garbage pickup arrangements, in order to operate and maintain such common areas as may be designated for the general use of lot owners without separate charge thereto, including such common areas as clubhouse, swimming pool, tennis courts and similar facilities or areas.

Section 3. Amount of Assessments. Each lot shall be subject to an annual assessment, the amount to be determined by

the Directors. However, no increase greater than 25% may be assessed without an affirmative vote by a majority of those present or by proxy at the Annual Meeting. Assessments may be pro-rated when property sales indicate the need.

Section 4. Rental Fees. The Association shall have the right to charge rental fees for the use of the amenities.

Section 5. Date of Commencement of Annual Assessments and Due Dates. Written notice of the annual assessment shall be sent to every owner subject thereto at least thirty (30) days in advance of each annual assessment period. The due dates shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified lot has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessments therein stated to have been paid.

Section 6. Remedies of the Association for Nonpayment. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of the delinquency at the rate of \_\_\_\_\_ percent (\_\_\_\_\_% ) per annum and the Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owners may waiver or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first deed of trust. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or

transfer of any lot which is subject to any mortgage, pursuant to a decree of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sales or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Article VIII  
Books and Records

The following books and records of the Association shall be kept at the principle office of the Association and shall be available for inspection and copying by the members during normal business hours or by appointment: Articles of Incorporation, Bylaws, Minute Book, Membership List, Accounting Records, Service and Management Contracts, Insurance Policies, and any other business record of the Association. All accounting records shall be kept according to generally accepted principles of accounting consistently applied. All minutes of meetings of the members, the Board of Directors, or any committee of the Board of Directors shall be retained as a permanent record of the Association.

Article XIV  
Corporate Seal

The Board of Directors shall provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Association.

Article XV  
Amendments

Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of

Incorporation and these Bylaws, the Articles shall control, and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

Article XVI  
Fiscal year

The fiscal year for the Association will be the period beginning on October 1 and ending on September 30 of the following year.

COMMONWEALTH OF VIRGINIA

County of Bedford 1608 Covenants

THIS DECLARATION OF RESTRICTIVE COVENANTS MADE THIS 13<sup>th</sup> DAY OF NOVEMBER, 2004, by BEECHWOOD SHORES PROPERTY OWNERS' ASSOCIATION, INC., a Virginia corporation (hereinafter called "THE ASSOCIATION").

WITNESSETH:

WHEREAS, the Beechwood Shores Property Owners Association, Inc. and its members are the owners of real property described below and desires to subject said real property to the restrictive and protective covenants hereinafter set forth for the purpose of insuring the best use and the most appropriate development and the improvement of said property and to protect owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve, so far as practical, the natural beauty of said property; to guard against poorly designed and proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to encourage and secure the erection of attractive homes thereon, with

appropriate locations thereof on said building sites; to secure and maintain proper setbacks from streets, and adequate free space between structures; and in general to provide adequately for a high type and quality of improvement on said property and thereby enhance the value of the lots therein.

NOW, THEREFORE, the Association and its members hereby declare that the residential lots (hereinafter referred to as the "Lots") shown and designated on that certain plat of subdivision of Beechwood Shores, recorded in Book, 20, Page 260 & 261 in the Clerk's Office Bedford County, Virginia, shall be held transferred, sold and conveyed, subject to the covenants, conditions, and restrictions set forth below, which shall run with the land and be in force and effect for a period of 40 years from January 1, 1978 and shall be automatically extended in their entirety for successive periods of 10 years, provided, however, that these restrictive covenants may be amended, altered, released or terminated at any time during the initial 40 year period or the succeeding 20 years period thereafter by appropriate instruments in writing, executed and acknowledged by the owners of a majority of the lots affected thereby, and filed of record in the Clerk's Office of Bedford County, Virginia.

- 1) The Lots. Each lot shall constitute a residential building site and shall be used for residential purposes only. The lay of the lots as shown on the record plat hereinabove referred to shall be substantially adhered to; provided, however, the size and shape of any lot may be altered so long as no lot or groups of lots are resubdivided to produce a greater number of lots.
- 2) Architectural Committee. No structure shall be erected, placed, or altered on any lot until the building plans, specifications, and plat plan showing the location of such structure have been approved in writing as to conformity and harmony of external design and size of interior floor area with existing structures in the development and as to location of the structures with respect

to topography and finished ground elevation by an Architectural Committee (the "Architectural Committee") composed of three persons designated and appointed by the Board of Directors (one of the three to be a member of the Board). In the event the Architectural Committee fails to approve or disapprove such design, location or any other applications submitted to it, such approval will not be required as this covenant will be deemed to have been fully complied with. The Architectural Committee shall be required to act reasonably in approving or disapproving any application. Members of the Architectural committee shall not be entitled to any compensation for services performed as members of such Committee. The Architectural Committee, appointed by the Board of Directors, shall serve three years.

- 3) Dwelling. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height, exclusive of basement, and one detached structure not exceeding the same height to be used as a private garage for not more than three cars. No single-family dwelling which has a ground floor heated area of less than 1250 square feet for a one-story dwelling or less than 1,800 square feet for a dwelling of more than one story (in both cases exclusive of porches, breezeways, garages, basements and decks), shall be erected, placed, or permitted to remain on any lot unless the Architectural Committee has given its prior written approval thereto. In addition, no building or other structure or projection therefrom, shall be erected upon or extended above or below ground within 25 feet of any street frontage or 15 feet of any side boundary line of any lot.

No trailers, manufactured homes (i.e. single-wide or double-wide) except for system-built houses that are completed on site, including electrical, plumbing, roofing and masonry. The home must adhere to the same



construction standards as "stick-built" homes. Under no circumstances will manufactured housing as defined by the Federal Construction Safety Standards Act (commonly known as HUD/CODE) be permitted on any Beechwood Shores Property Owners' Association lot. Further, no mobile homes, shacks, camping trailers, and/or tents shall be erected or placed on any lot and used for living quarters.

4) Fences.

- a) No chain link (hurricane) fences may be built within sight of road or water. Fences may be no more than 4-feet in height. Proposed wooden fences must be reviewed for approval by the Architectural Committee.
- b) No privacy fences in front yards. (Any fence between the front of houses and the road must have at least 80% open area and a maximum of 4 feet in height.)

5) Use. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Only usual household pets will be allowed on the premises and such pets shall be restricted to the lots, and will not be allowed to run at large. No signs or billboards shall be erected or maintained on the lots, except as follows:

- a) One "For Sale" sign in front of a home, one "For Sale" sign on the water;
- b) One "Financed by" and/or One "Construction By" sign; No "For Rent" signs.

All signs limited to "normal" real estate signs.

No trade materials or inventories may be stored and no mobile homes, trailers, camping trailers, trucks or tractors or inoperative vehicles may be used or regularly parked on the premises. No business activity of any kind, which include but not limited to the use of any

residence as a professional office of any kind, a rooming house, a boarding house, or any antique or gift shop shall be carried on upon any lot. No camping shall be permitted on lots or common areas.

- 6) Any home shall have stone, brick, or a simulation thereof covering the exposed masonry foundation of the building.
- 7) Water and Sewer. No building shall be erected, maintained or permitted to remain on any lot which is not provided with adequate sewage disposal in accordance with the requirements of any governmental agency having jurisdiction with respect thereto. When the water system is available at a point in the street or any easement which abuts or adjoins the lot of a property owner, then said owner shall be required to connect therewith at his own expense.
- 8) Temporary Structures. Unless approved by the Architectural Committee in writing, no building of a temporary character, including but not limited to house trailers or tents, shall be erected or allowed to remain on any lot, and in the absence of further written approval of the Architectural Committee, no such building located on any lot shall be used as a residence, permanently or temporarily, provided however, that in the course of construction of a building as set out above, the contractor or builder may have shelters or storage sheds to protect the lumber and building supplies used in the course of construction and for no other purpose, and all such shelters or storage sheds shall be removed from the premises within ten (10) days after the completion of the building.
- 9) Lot Use and Maintenance. Each lot owner shall maintain and preserve his lot or lots in a clean, orderly and attractive appearance within the spirit of this development, as set out above. Failure on the part of the lot owner to adhere to such proper, lean, orderly and attractive maintenance of his property, upon ten (10) days'

written notice given to him by the Architectural Committee, shall subject the lot owner to a suit for specific performance.

No open or exposed storage, including junk or abandoned items of personal property, shall be maintained on any lot, no trash or refuse, including leaves, shall be burned in an open incinerator on the lots within the development.

Garbage must be kept in covered metal containers. Trash, tin cans, paper and similar items must be kept in wire or metal containers.

- 10) Trees. No trees measuring six inches or more in diameter (outside bark to outside bark) at six feet above the ground level may be removed without prior approval of the Architectural Committee.
- 11) Reserved Easements. There are reserved, perpetual, alienable, and releasable easements within the above-described real property and the right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance to the land being developed of electricity, telephone, television cable facility, gas, sewer, water, and other public conveniences or utilities on, in and over the rear and/or front 15 feet of each lot and 15 feet long the sides of each lot within the development.
- 12) Assessments. In order to provide such community services as the Beechwood Shores Property Owners' Association, Inc. or its members may from time to time deem necessary, or desirable in connection with their efforts to maintain an attractive community appearance and the privacy and general safety of lot owners, including such services as garbage pickup arrangements, and in order to operate and maintain such common areas as Beechwood Shores Property Owners' Association, Inc. or its mem-

bers may designate for the general use of lot owners without separate charger thereto, including such common areas as picnic areas, community docks, clubhouse, swimming pool, tennis courts and similar facilities or areas, each lot owner, for himself, his heirs and assigned, covenants and agrees to pay the Beechwood Shores Property Owners Association, Inc. (the "Association") an amount assessed against each lot by the Association in accordance with the following provisions:

- a) The annual assessment for each lot shall be \$40.00 provided, however, that such assessment shall be increased to \$60.00 for any lot which has a completed dwelling constructed thereon as of January 1 of the calendar year.
- b) The Association reserves the right to charge user fees for the boat storage facility and rental fees for the use of the clubhouse.
- c) The annual assessment referred to herein shall become due and payable at such time or times as the Association may determine and shall, when due, become a lien on the lot against which the charge is made subject and subordinate only to the lien of any first deed of trust now or hereafter place thereon.

Every owner of a lot, which is subject to assessment, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

The Association shall be managed by its Board of Directors (not less than three nor more than fifteen) elected by the members and notwithstanding anything herein to the contrary, after Declarant's Class B membership terminates (terminated 2005), the assessment referred to herein shall be established (and increased or decreased from time to time without regard for the maximum assessment provisions hereinabove contained) by the

Board of Directors of the Association without a vote of the membership.

- 13) Enforcement. In the event of any violation or breach of any of the restrictions contained herein by an lot owner or agent of such owner, the owners of the lots within the development, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance to the terms hereof or to prevent the violation or breach of any of the restrictions set out above, but before litigation may be instituted, ten (10) days written notice of such violation shall be given to the owner or his agent. The failure to enforce any right, reservation or condition contained in this declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.
  
- 14) Severability. The invalidation by any court of any restriction contained in this declaration shall in no way affect any of the other restrictions, but they and each of them shall remain in full force and effect.

INWITNESS WHEREOF, BEECHWOOD SHORES PROPERTY OWNERS ASSOCIATION, INC. AND ITS MEMBERS, by duly adopted corporate resolution, has caused this instrument to be executed by its president and the seal of the corporation affixed and attested by its secretary, all as of the year, month and day first above written.

ATTEST: BEECHWOOD SHORES PROPERTY OWNERS ASSOCIATION, INC.

(Signature on Record)      (Signature on Record)  
Secretary                      President

STATE OF VIRGINIA,

COUNTY OF BEDFORD -----, to-wit;

The foregoing was acknowledged before this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, President, and \_\_\_\_\_, Secretary, respectively of Beechwood Shores Property Owners Association, Inc., a Virginia corporation, on behalf of the corporation.

(Signature on Record)  
\_\_\_\_\_, Notary Public

My commission Expires:

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