

COMMONWEALTH OF VIRGINIA
COUNTY OF BEDFORD

PROTECTIVE COVENANTS

AMENDED AND RESTATED

THE DECLARATION OF RESTRICTIVE COVENANTS, made the 8th day June, 1979, by BEECHWOOD WEST, a Virginia Limited Partnership is hereby amended and restated in its entirety to read as follows.

PART I

WITNESSETH

Whereas, the owners' of real property described below desire to subject said real property to the Protective and Restricted Covenants hereinafter set forth for the purpose of insuring the best use and most appropriate development and improvement of said property; to protect the 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 ensure the highest and best development of said property; 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 the streets, and adequate free space between the structures; and in general to provide adequately for a high quality of improvement of said property and thereby to enhance the value of the lots therein.

NOW THEREFORE, it is declared that the residential lots (hereinafter referred to as the "lots") shown and designated on those certain plats of Sections "A", "B", "C-1", "C-2", "D-1", "D-2", and "D-3" of BEECHWOOD WEST, recorded in Plat Book 20, at pages 363-365, and 380-383, and Book 21, pages 82-84, 93-95, 112-115, and 135-137 in the Clerk's Office, Bedford County, Virginia, shall be held, transferred, sold and conveyed, subject to the Covenants, Conditions and Restrictions set forth herein. Said Covenants, Conditions and Restrictions (hereinafter called covenants) shall run with the land, and be in full force and effect for a period of forty (40) years from August 1, 1979, and shall be automatically extended in their entirety for successive periods of ten years. These covenants may be amended, altered, released or terminated at any time during the initial period or the succeeding ten-year periods thereafter, by appropriate instruments in writing, executed and acknowledged by an affirmative vote by the owners of a majority of the lots affected thereby and filed and recorded in the Clerk's Office of Bedford County, Virginia.

PART II

THE ASSOCIATION

1. All lot owners shall be members of Beechwood West Homeowners' Association (hereinafter called "the Association") and shall have one (1) vote per lot. The Association shall be managed by a Board of Directors (hereinafter called "the Board") containing not less than three (3) nor more than thirteen (13) lot owners elected by the members.

2. Each lot owner shall pay such assessment(s) as made by the Association pursuant to its bylaws, from time to time, and in such amounts as the Association, acting by and through its Board, shall determine as just, fair and equitable. The amount of any assessment(s) may be changed by a majority vote of the Board at any meeting at which a quorum of the Directors are present.

3. Membership in the Association shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

4. The Association shall have the right to adopt such reasonable rules and regulations as necessary to further the goals of these covenants and to ensure the enjoyment of a majority of the lot owners.

5. The Association shall have the right to adopt reasonable rules and regulations as necessary to maintain or manage the picnic area, community dock, clubhouse, tennis court, swimming area, and other similar areas (hereinafter called the common areas).

6. Each member shall keep the Association updated as to their current address including street address or rural route address.

PART III

THE LOTS

1. Each lot shall constitute a residential building site and shall be used for residential purposes only. Only one (1) dwelling shall be erected on each lot and each dwelling shall be planned and erected for single family occupancy only. No duplex or multiple family buildings shall be constructed on any lot.

2. The lay of the lots shown on the recorded plats hereinabove referred to shall be adhered to. The size and shape of any lot may be altered, by the owner(s), so long as no lot or group of lots is re-subdivided to produce a greater number of lots.

PART IV

THE ARCHITECTURAL COMMITTEE

1. The Architectural Committee shall consist of three (3) lot owners who shall be elected by the Association at the annual meeting. At each annual meeting of the Association, any vacancies will be filled by a vote of the members. Each member shall have one vote. Each owner shall have one vote for each vacancy.

2. The term of each member of the Architectural Committee so elected shall be three (3) years.

3. In the event a vacancy in the Architectural Committee occurs, the Board shall appoint an interim member to serve on the committee for the remainder of the term or until a successor is elected by the Association at the next annual meeting. In any case, the newly elected committee member will serve out the remainder of the three (3) year term for the member he replaces.

4. No structure shall be erected, placed, or altered on any lot until building plans, specifications and plat plan showing the location of such structure have been approved in writing by the Architectural Committee and a construction approval certificate is issued.

5. Approval by the Architectural Committee shall be based upon, among other things;

- a. compliance with minimum floor plan requirements,
- b. proper permits including well and septic,
- c. conformity and harmony of external design with existing structures in the development,
- d. location of the structure with respect to topography, finished ground elevation and setbacks,
- e. adherence to other requirements established in these covenants, and
- f. payment of any Association fees.

6. In the event that the Architectural Committee is provided the necessary documentation by the applicant and subsequently fails to approve or reject such design, location, or other application within thirty (30) days after said plans, specifications or applications have been submitted, such application will be submitted to the Board by the lot owner for approval or rejection. Once submitted to the Board, the Board has thirty (30) days to either approve or reject the application.

7. The construction approval certificate shall include, as a minimum, lot number, contractor, expected completion date, culvert or drain pipe specifications and instructions for obtaining approval for any modifications.

8. The Architectural Committee or the Board shall act reasonably in approving or rejecting any application.

9. Members of the Architectural Committee shall not be entitled to compensation or any other benefit for services performed as members of such committee.

PART V

THE DWELLING

1. No residence 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 structure not exceeding the same height to be used as a private garage for not more than three cars.

2. No single family dwelling which has a ground heated area of less than 1,200 square feet for a one-story dwelling or less than 1,300 square feet heated 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. Additionally, the first story of each two story dwelling shall contain not less than 850 square feet. For purposes of this paragraph split level homes shall be considered as two story dwellings.

3. No mobile homes, double-wides or trailers shall be permitted.

4. The exterior of approved dwelling must be complete within nine (9) months from the commencement of construction.

5. Construction of the dwelling shall be complete and a certificate of occupancy obtained from the county within twelve (12) months from the commencement of construction.

6. No dwelling shall be erected on any lot unless construction of said dwelling is in compliance with state and local building codes.

7. The dwelling must be completed before the erection of any garage, guest house, servants cottage, or dependency building.

PART VI

CONSTRUCTION-GENERAL

1. Each owner of a lot on which construction is ongoing shall be responsible for taking such measures as may be necessary for erosion and sediment control, and to ensure that trash and construction debris are picked up so as to ensure a reasonably neat construction site.

2. Each owner shall ensure that contractors are responsible for preservation of subdivision paved roads during movement of heavy construction vehicles.

3. Off-street parking shall be provided on each lot for not less than three (3) automobiles. For purposes of this paragraph off-street parking is defined as a gravel, asphalt, concrete or other hard surface located not less than twenty-five (25) feet from the roadside boundary.

4. Before the construction of any driveway, whether temporary or permanent, a culvert or drain pipe must be installed. The size and location of said drain pipe must be approved in writing by the Architecture Committee prior to installation.

5. All driveway entrances shall conform to the minimum requirements of Virginia Department of Highways and Transportation. A driveway, either temporary or permanent, must be installed prior to any clearing, grading or construction on any lot to provide off-street parking for construction vehicles, in order to prevent soil erosion and to keep mud and debris off the streets. Sufficient gravel or other protective material shall be placed on the driveway to prevent soil from being carried onto community roads. The builder and owner will be liable, jointly and severally, for damages to the street, shoulder of the road and all utilities.

6. Nothing shall be done on any lot that interferes with the drainage of surface water to the injury of any other lot.

7. All buildings on the lot other than the principal dwelling shall be built of wood or the same type of material and with the same architectural design as the dwelling. In no case shall said buildings be constructed of metal.

8. All outbuildings, docks, and boathouses shall be constructed in a professional manner and of suitable materials in keeping with the quality of dwellings in the area.

9. Nothing of a temporary nature, including specifically, but not limited to, house trailers, RVs, or tents shall be erected or placed on any lot. In the course of the construction of a building the contractor or builder may have shelters or storage sheds to protect lumber and building supplies used in the course of construction and for no other purpose, for a period which shall not exceed six (6) months.

10. No dwelling, building, or other structure, or projection therefrom, shall be erected upon, or extended above or below, ground within twenty-five (25) feet of any street front boundary or fifteen (15) feet of any side boundary. When two or more lots are used together for the construction of one dwelling then said setbacks shall apply only to outermost boundaries.

11. No building shall be erected, maintained or permitted to remain on any lot which is not provided with adequate water supply and sewage disposal in accordance with the requirements of any governmental agency having jurisdiction with respect thereto. Each property owner will be responsible for drilling his own well(s) and establishing an acceptable septic system.

PART VII

USAGE AND MAINTENANCE

1. Each lot owner shall maintain and preserve his lot(s) in a clean, orderly and attractive manner, within the spirit of the development as outlined in these covenants.

2. No obnoxious or offensive trade or activity shall be carried out upon any lot, nor shall anything be done thereon which may be, or become, an annoyance or nuisance to the neighborhood.

3. No commercial activity of any kind, which shall include, but not be limited to, the use of any residence as a professional office of any kind, a rooming house, a boarding house, or antique or gift shop, shall be carried out on any lot.

4. Trade materials or inventories may not be stored outside on any lot.

5. No commercial trucks, buses, tractors, or construction equipment may be used, stored or regularly parked on the premises.

6. Inoperable or unsightly vehicles, boats, equipment or materials of any type or description may not be stored or abandoned on any lot. No debris, junk, used appliances, or household goods shall be located outside of a garage or other building so as to be visible from the street, lake, or any other lot.

7. No automobiles, vehicles, or boats shall be kept on the lot unless the same carry, if applicable, both a current valid state inspection certificate and a state or county license.

8. Wood stacks or piles must be located on the side or back of the dwelling. Said wood stack or pile shall be neat in appearance.

9. Only usual household pets will be allowed on the premises. Barnyard or wild animals including, but not limited to, swine, cattle, goats, sheep or fowl shall not be kept on any lot. Dog owners will make all reasonable attempts to restrict their dog(s) so the dog(s) does not enter the lot of any other owner unless by said lot owner's permission. Said dog(s) shall be kept on a leash while in any common area and shall not be allowed to run at large.

10. No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. All waste, garbage or trash shall be kept in covered, sanitary containers at least twenty-five (25) feet off any street frontage and fifteen (15) feet off any side boundary, shall not be allowed to overflow and shall be dumped at regular intervals.

11. Motor homes, trailers or camping trailers may not be stored on the premises, except that the owner of a residence may park one such motor home, trailer or camping trailer on his lot, providing it does not obstruct the view of other lot owners or detract from appearance of the community.

12. A motor home, trailer or camping trailer belonging to a visitor in the home of a lot owner may be parked in a driveway for periods not exceeding fourteen (14) days out of each calendar year so long as the same are not at any time used for living or residential purposes.

13. No barb wire, woven wire (except chain link fences less than 5 feet tall), electric fences of more than one wire, or stockade fences will be allowed. No fence shall be erected upon, or extended above or below, ground within twenty-five (25) feet of any street front boundary.

14. Unlicensed motorized vehicles including, but not limited to, ATVs, mini-bikes, and dirt bikes may not be used within the community in a reckless or unsafe manner or in such a manner as to create a nuisance.

15. No dusk to dawn lights of greater than 100 watts per bulb shall be permitted on any lot or on any structure on any lot. In any case all such lights shall be shaded in such a manner so as not to become a nuisance.

16. Clotheslines are permitted, provided said clothes lines are located to the side or rear of the residence.

17. No open air fire shall be started or maintained on any lot except in a grill, fireplace, fire-pit or other suitable enclosure designed for the safe housing of man-made fires or for cooking. Burning of any items of waste, garbage, trash, leaves, yard refuse,

or any other substance(s) which may release obnoxious or toxic smoke into the air is prohibited.

18. The discharge of firearms in the direction of the lake or in the direction of any structure on any lot (whether on the common properties or otherwise) is prohibited. Any discharge of firearms must be done in a safe and reasonable manner. Additionally, the discharge of firearms so as to create a nuisance or within two hundred fifty (250) feet of any residence is prohibited except in cases of emergency.

19. Hunting is prohibited within the community unless the Board determines that wild animals constitute a nuisance and authorizes a hunt.

20. No signs, billboards or advertising of any nature shall be erected or maintained on any lot nor upon any building erected thereon except that one "For Sale" sign near the street and one near the lake, if applicable, shall be permitted. Said sign(s) shall not exceed a measurement of three (3) feet at its largest dimension.

21. Overnight camping of any type shall be prohibited on all lots.

22. All fuel storage tanks shall be either buried under the ground in full conformity with all applicable laws and regulations, or placed above the ground in the rear or side of the dwelling and painted, screened or buffered so as not to be visible from the street or from adjacent lots.

23. No externally mounted ham radio, CB or antenna other than for the reception of television signals are permitted. A singular television antenna is permitted up to a maximum of six (6) feet above the highest part of the roof. A satellite antenna shall be placed in the rear or side of the dwelling and shall be screened or buffered so as not to be visible from the street or to present a nuisance to the adjacent lot owner. In no case shall any antenna be placed within twenty-five (25) feet of any street front boundary.

24. No lot shall be used as a public roadway for access to any other parcel of land without written authorization by the lot owner. In no case shall any lot be used for a roadway as access to any property outside of Beechwood West.

PART VIII

RESERVED EASEMENTS

1. 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 lot(s) of electricity, telephone, television cable, gas, sewer, water and other public convenience, or utilities, on, in, or over the rear and/or front twenty-five (25) feet of each lot and fifteen (15) feet along the sides of each lot within the development.

PART IX

DISPUTE RESOLUTION COMMITTEE

1. The Board shall appoint a Dispute Resolution Committee (DRC) to investigate alleged violations of these covenants. The DRC shall be subject to all the rules and regulations governing committees as set forth in the Bylaws of the Association.

2. Responding to written complaints of alleged violations the DRC will, when directed by the Board, investigate the case, research the issues, conduct interviews and examine any physical evidence. The DRC, in each case, shall make recommendations to the Board as to how a particular complaint should be handled.

3. The DRC shall not investigate alleged violations of these covenants unless said allegation is in the form of a signed complaint to the Board by a lot owner.

PART X

WAIVERS AND EXEMPTIONS

1. The Board, at its discretion, may grant a letter of waiver or exemption (LWE) to these covenants. However, LWEs may be granted by the board only for Parts V through VII inclusive in these covenants.

2. In considering whether to grant a LWE the Board shall consider, among other things, the following items;

- a. purchase date of the lot and covenants in effect at the time of purchase,
- b. personal or finance hardships caused by adherence to a particular section of these covenants,
- c. lay of the land making compliance with a particular section of these covenants impossible or impractical,
- d. recommendation of the Dispute Resolution Committee, if applicable, and
- e. overall purpose and goals of the owners as set forth in the Part I of these covenants.

3. LWEs are given to a particular owner(s) and attached to the lot. As such LWEs are not transferable to any other lot.

4. A LWE may be of limited or unlimited duration.

5. LWEs shall be specific in nature. Each LWE shall contain, as a minimum,

- a. lot number and owner(s),
- b. section and paragraph waived or exempted,
- c. date and duration of waiver,
- d. conditions and restrictions (if none so state),
- e. rationale used by the Board in granting the LWE.

6. Each LWE shall be serialized with number and year, i.e. 1-99 would be first LWE of 1999. The original LWE shall be given to the lot owner and a copy of each LWE shall be kept by the Board as part of its permanent record.

PART XI

ASSESSMENTS

1. In order 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 safety of the lot owners, and in order to operate and maintain common areas for the general use of the lot owners, each lot owner, for himself, his heirs and assigns, covenants and agrees to pay the Association such amount as may be assessed against each lot by the Board in accordance with the following provisions;

- a. The annual assessment for 1998 shall be at a rate of \$125.00 for each lot provided, however, that such assessment shall be increased to \$250.00 for any lot which has a completed dwelling constructed thereon as of January 1 of the calendar year, or such prorated amounts as may apply,
- b. the Board shall set subsequent annual assessment rates as necessary to ensure the financial health of the Association,
- c. the Board reserves the right to charge user fees for the utilization of the common property,
- d. the Board reserves the right to charge additional assessments for such needs as it sees fit, and
- e. the assessments and fees referred to herein shall become due and payable at such time or times as the Board may determine and shall, when due, become a lien, subject and subordinate only to the lien of any prior Deed of Trust or lien previously placed on such lot.

PART XII

ENFORCEMENT

1. In the event of any violation or breach of any of the restriction contained herein by any lot owner(s) or agent of such owner(s), the Board or the owner(s) of lot(s) within the development, 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(s) or his agent.

2. 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

3. The Board, at its sole discretion, shall have the right to enforce these covenants and in no case shall the Board or the Association be held liable in any manner for failure to enforce any portion of these covenants.

PART XIII

SEVERABILITY

1. Should any covenant or restriction herein contained or any sentence, clause, phrase or term of this instrument be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereunto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof and each said provision shall remain in full force and effect.

2. If there is any contradiction between these restrictions and any governmental ordinances, laws, or regulations of a Federal, State, or local agency, the latter shall prevail.

PART XIV

ANNEXATION

1. The Board shall be permitted, from time to time, to annex to Beechwood West so much of any additional lands that the Board wishes to become part of the aforesaid Beechwood West and so much of any additional lands which might be acquired by the Board.

2. The Board shall be further permitted, without the consent of the members being required, to amend these covenants to include herein, and to subject to the Declaration of Restrictive Covenants, conditions, restrictions, reservations, liens, charges and terms hereof, all lands annexed in accordance with part XIV, paragraph 1 herein.

IN WITNESS WHEREOF, BEECHWOOD WEST HOMEOWNERS' ASSOCIATION, A Virginia Corporation, by Nancy Stellhorn, its President, on behalf of the membership, has caused this instrument to be executed as of May 16, 1998.

BEECHWOOD WEST HOMEOWNERS' ASSOCIATION,
A Virginia Corporation

by Nancy Stellhorn
Nancy Stellhorn, President