Beechwood Shores HOA

P.O. Box 1103

Moneta, VA 24121

Special Meeting Notice

TO: All members of record of Beechwood Shores Homeowners' Association, Inc.

FROM: Beechwood Shores Board of Directors

Pursuant to the Beechwood Shores Homeowners' Association, Inc., governing documents, please accept this as your official notice for a scheduled special meeting as follows:

Date: January 9, 2027

Time: 1:00pm

Place: Eastlake Community Church

Summary of Agenda:

- **Vote on proposed Covenant changes provided previously**

The purpose of the meeting is to vote on the following proposed Covenant changes provided by the Board of Directors for codification. Discussion and vote will occur as part of the process.

Voting details and proxy information to be provided by December 9, 2026. Ballots and proxies must be received by Friday, January 8, 2027, by 4pm if mailed. Please allow sufficient time when mailing. Mailing will be to

Beechwood Shores HOA

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When reading the proposed changes to the Articles below, please use the following:

-If words are in red, they represent changes to the current Covenant article

-if words are ~~struck through~~, they represent a removal from the current Covenant article

-if the words are in blue, they are words currently found in the Covenant article but are rearranged in order

The following Articles have no changes and, therefore, will not be addressed in the attachments:

-Article 1: The Lots

-Article 6: Water/Sewer

-Article 9: Reserved Easements

-Article 14: Severability

The following is a listing of Articles which will be addressed next with proposals:

-Article 2: Dwelling – incorporates current Article 6

-Article 3: Temporary Structure

-Article 4: Use

-Article 5: Lot Maintenance – Renamed from “Lot Use and Maintenance”

-Article 7: Fences

-Article 8: Trees

-Article 10: Architectural Committee

-Article 11: Assessments

-Article 13: Enforcement

-Article 12: Rentals – New proposed Article

-Article 15: Appeals – New proposed Article

Dwelling

Proposed Article

2) 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 and one single-story accessory structure.

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~~ 30 feet of any street frontage or ~~15~~ 10 feet of any side boundary of any lot.

Any accessory building shall not be erected without prior approval of the Architectural Committee.

Any home shall have stone, brick, stucco, or a simulation thereof covering the exposed masonry foundation of the building.

No house trailers/mobile home, manufactured homes (i.e. single-wide or double-wide) shall be allowed 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 knows 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.

Temporary Structure

Proposed Article

3) Temporary Structures. Unless approved by the Architectural Committee in writing, no building of a temporary character, including but not limited to house trailers/mobile home, campers, RVs, 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.

Guest use of campers, RVs, and tents will be allowed for up to two weeks.

Use

Proposed Article

4) 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~~. Animals will not be allowed to run at large and must be under the control of the owner if not on the lot. 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 (5 sq ft), one "For Sale" sign on the water (24 sq ft);
b) One "Financed by" and/or One "Construction By" sign in front of a home (5 sq ft) and on the water (24 sq ft) ~~: No "For Rent" signs~~
c) One "For Rent" sign in front of the home (5 sq ft)

All signs are limited to "normal" real estate signs, shall be temporary in nature, and placed no earlier than 30 days in advance and removed 7 days after completion of the activity.

~~No trade materials or inventories may 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..~~

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, or camping establishment. No camping shall per permitted on ~~lots or~~ common areas.

No trade materials or inventories may be stored and no mobile homes, trailers, camping trailers, trucks or tractors or inoperative vehicles associated with a business may be used or regularly parked on the premises. Vehicles considered light duty by Virginia code (a Gross Vehicle Weight Rating of 10,000 pounds or less) are acceptable.

Lot Maintenance

Proposed Article

5) Lot ~~Use and~~ Maintenance. ~~Each~~ All lot owners shall maintain and preserve ~~his~~ their 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, clean, orderly and attractive maintenance of ~~his~~ their property, upon ten (10) days' written notice given to ~~him~~ the owners by the Architectural Committee, shall subject the lot owner to a suit for specific performance.

A boat or personal watercraft, and its respective trailer, are allowed to be on the lot when properly maintained. No recreational vehicle or camper may be stored on a lot. Storage of personal property is not allowed on the road and should be out of sight of the view from the road when possible.

No open or exposed storage ~~including~~ of 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, glass, ~~tin~~ cans, paper, and similar recyclable items must be kept in covered ~~metal~~ containers and not placed for pickup until sunset the day before or the morning of scheduled pickup and removed by the evening on the day of pickup. All covered containers shall be kept by the house when not placed for pickup. ~~Trash, tin cans, paper and si milar items must be kept in wire or metal containers.~~

Fences

Proposed Article

7) Fences and Barriers.

~~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.)~~

Fences and other barriers (including vegetation) must be reviewed for approval by the Architectural Committee before erection or replacement. Approved fences may be no more than 5-feet in height. Fences must be of the same materials of construction for the entire install. No chain link (hurricane) fences on lots. Privacy fences (defined as any fence that does not provide at least 80% open area) may not be installed unless previously approved by the Architectural Committee.

Note: Consideration of barriers, including hedges and other natural vegetation or berms, should not be installed that will go beyond the owner's property line at mature age.

Trees

Proposed Article

8) 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.~~

No approval is required to remove trees within a lot by the lot owner(s).

Note: No trees at or below the 800' elevation level for those having Smith Mountain Lake shoreline property may be removed without prior Appalachian Power approval

Architectural Committee

Proposed Article

10) 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~~ approve or disapprove any application within a reasonable timeframe. New single-family dwelling plans must also be reviewed by the Board prior to approval for additional input. Any delay in the approval process shall be explained to the applicants in writing with the reason for delay. 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.

Assessments

Proposed Article

11) Assessments. Assessments may be necessary in order to provide such community services as the Beechwood Shores Property Owners' Association, Inc. ("the Association") 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. 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) by the Board of Directors of the Association without a vote of the membership. Services may include garbage pickup arrangements and maintenance of the common areas such as picnic areas, clubhouse, swimming pool, tennis courts and similar facilities or areas ~~including such services as garbage pickup arrangements, and in order to operate and maintain such common areas as Beechwood Shores Property Ow•ners' Association, Inc. or its members 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 areas,.~~ Each ~~lot owner~~ member, for ~~himself~~ themselves, ~~his~~ their heirs and assigned, covenants and agrees to pay 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~~ determined by the Board of Directors and communicated at the Annual Association meeting. ~~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~~ the use of Association facilities or equipment.

c) The annual assessment referred to herein shall become due and payable at such time or times as the ~~Association~~ Board 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.

d) Annual Association assessments will be used to provide funds for operating expenses (eg, electricity, maintenance materials, contract services) in an Operating Fund as well as funds for capital improvements in a Reserve Fund per a documented plan.

e) A special assessment may be required for the Association when the Board determines funds shall be required for the critical maintenance and upkeep of the common area and other such areas of Association responsibility without approval but not to exceed 50% of the annual Association assessment without a vote of the Association.

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.

Rentals – New proposed Article

Proposed Article

12) Rentals. Rental of homes, both long- and short-term, must follow the rules and regulations required by Bedford County and/or legal ordinances adopted. Moreover, owners of rental property must inform the Secretary of The Association in writing or via email when rental property will be rented and the names of the renters. Failure to inform the Secretary will result in an enforcement action.

The Board shall have the ability to enact rules, regulations, and fees to cover the use of the common area amenities and Association access by renters and any damage thereto.

Enforcement

Proposed Article

13) Enforcement. In the event of any violation or breach of any of the restrictions contained herein by a~~n~~ lot owner or agent of such owner, the owners of the lots within the development, the Board 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.

Appeal - New proposed Article

15) Appeal. Decisions by the Board or Architectural Committee may be appealed to the Board in writing within 30 days of a decision. The Board shall hear the appeal within 60 days of receipt. A simple majority vote will be required to determine the appeal, either as denied or accepted.