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Franklin County North Carolina
Brandi S. Davis, Register of Deeds
BK **2185** PG **1512 - 1525 (14)**

North Carolina
Franklin County

01/27/2019

AMENDED BYLAWS
OF
BEECHWOOD HILLS HOMEOWNERS' ASSOCIATION, INC.
A NORTH CAROLINA CORPORATION

These amended Bylaws supersede and replace the Bylaws that were recorded on January 29, 2017 in Book 2082 Pages 184-197 of the Franklin County Register of Deeds.

Special Note: A copy of these Bylaws shall be given to all prospective buyers of property by the owner and/or selling agent.

ARTICLE I
OFFICES

REGISTERED OFFICE. The address of the registered office of Beechwood Hills Homeowners' Association, Inc. (HOA) is 105 S. Main Street, Franklinton, NC 27525. The corporation may, by resolution of the Board of Directors, change the location to any other place in North Carolina.

ARTICLE II
MEETINGS OF MEMBERS

Section 1. ANNUAL MEETINGS. The annual meeting of the members for the election of directors and for the transaction of other business including approval of budget and assessments shall occur on the third Sunday of January unless otherwise rescheduled. At this annual meeting, the association shall directly elect officers and members of the Board of Directors, which shall serve for the terms hereinafter specified in Article V, Section 4.

Section 2. PLACE OF MEETINGS. The Board of Directors may designate any place, within the State of North Carolina, as the place of the annual meetings. If no such designation is made, the place of the meetings shall be at the registered office of the corporation.

Section 3. NOTICE OF MEETINGS. Written notice by mail stating the place, date, hour and purpose of the meeting shall be given to each member not less than ten (10) days prior to the date of the meeting. Such notice shall be given or caused to be given by the President of the corporation. When a meeting of the members is adjourned for a period of thirty (30) days, the President shall cause written notice as provided in this section to be delivered personally or mailed to each member. Such written notice shall be delivered not less than one (1) day before such meeting. Notice sent by mail shall be deposited in the United States mail not less than seven (7) days before such meeting. When a meeting is adjourned for a period of less than thirty (30) days, notice as provided for in this section shall be announced to all members present at the time of such adjournment.

Section 4. QUORUM. The presence at any meeting, in person or by proxy, of the owners of a majority of lots shall be necessary and sufficient to constitute a quorum for the transaction of business.

Section 5. PROXIES. Each member may authorize another person or persons to act for him/her by a written proxy signed by the authorizing member.

Section 6. CONSENT OF MEMBERS IN LIEU OF MEETING. Whenever the vote of members at a meeting thereof is required or permitted to be taken in connection with any corporate action, the meeting and vote of such members may be dispensed with, if all members shall consent in writing to such corporate action being taken.

Section 7. MEMBER ENTITLED TO ONE (1) VOTE FOR EACH LOT OWNED. In all elections by a vote of the members of the Association, each member shall be entitled to one (1) vote for each lot owned by such member; however, only lots of 2.5 acres or more shall be afforded a vote. Such votes may be cast by proxy as provided in the Bylaws.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. MEMBERSHIP. Every owner of a lot of 2.5 acres or more shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is 2.5 acres or greater. "Lot Owner" shall be defined as the owner of any lot of record.

Section 2. VOTING RIGHTS. The Association shall have only one class of voting membership. Members shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any one lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one lot. Members in arrears of assessments specified in Article IV shall, after thirty (30) days of due date of assessment, have their voting rights suspended until

their assessments have been paid.

ARTICLE IV ASSESSMENTS

Section 1. PURPOSE. The assessments levied by the Association shall be used exclusively to foster the general plan, scheme and development of the subdivision, and to further promote the recreation, health, safety and welfare of the residents and owners of the properties. In particular, assessments shall be used for the improvement and maintenance of Beechwood Road and Autumn Drive, the lake, dam, common areas and general operation of the subdivision.

Section 2. LOTS SUBJECT TO ASSESSMENT. All lots are subject to assessments as described in Section 4 below.

Section 3. TYPES OF ASSESSMENTS. There shall be two types of assessments – regular and special. Regular assessments are levied annually and are calculated in the manner prescribed in Article IV, Section 4 below. Special assessments are directed to large capital improvements and any other long term matter that the Association deems necessary. Regular and special assessments must be approved by the Association; however, the Board of Directors shall have the authority to levy special assessments in emergency situations.

Section 4. METHOD OF CALCULATION.

(A) The regular assessment shall cover all charges associated with, but not limited to, the maintenance and paving of Beechwood Road and Autumn Drive, roadside tree trimming, fertilizing, mowing the dam and roadside areas, maintenance of the roadside and any Association owned equipment, maintenance of the dam and lake, electricity, maintenance of the security gate, postage and any other Association administration cost.

(B) All lots shall be referenced in this Section by that lot's real property parcel ID (hereinafter "parcel"), as designated by Franklin County, North Carolina.

(C) Regular assessments shall be assessed equally per lot except that:

- (1) Regular assessments for lake maintenance costs shall be assessed as set forth in paragraph (D) of this Section; and
- (2) Parcels 034438 and 034439 shall not be subject to regular and special assessments unless access through the subdivision is utilized, except as required by paragraph (D) of this Section.

(D) LAKE ASSESSMENTS. All lots shall be assessed equally per lot for upkeep of the original (southernmost) lake (Beechwood), except as provided in paragraphs (D)(1) through (D)(6).

- (1) Parcels 024239, 032946, 030522, 030523, 030524, 032945, 027781, 034438 and 034439 shall not be assessed for maintenance of the original (southernmost) lake (Beechwood),

and instead shall be assessed for the total lake and dam maintenance and mowing for the northernmost lake (Beechwood North), unless superseded by paragraphs (D)(2) through (D)(6).

- (2) The lots identified in (D)(1) except parcel 030522, and the lots identified in (D)(4) and (D)(5) shall be the only lots eligible consistent with Article III to vote on the assessment for the Beechwood North lake. All lots other than those identified in (D)(1) shall be the only lots eligible consistent with Article III to vote on the assessment for the Beechwood lake.
- (3) Parcel 030522 shall not be assessed for Beechwood North mowing, lake or dam maintenance.
- (4) Parcel 024238 shall be assessed for both lakes except that assessments for Beechwood North shall be two (2) percent of the total north lake maintenance and mowing assessment.
- (5) Parcel 024230 shall be assessed for both lakes except that assessments for Beechwood North shall be five (5) percent of the total north lake maintenance and mowing assessment.
- (6) Assessments set forth in paragraph (D)(1) for the total lake and dam maintenance and mowing for Beechwood North, as well as the maintenance of Juniper Trail and Juniper Trail Pond, shall be governed by two agreements separate from these Bylaws and recorded at the Franklin County Register of Deeds.

Section 5. WHEN ASSESSMENTS ARE DUE. All assessments, regular and special, shall be due within thirty (30) days of billing.

Section 6. CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. Each lot owner by acceptance of a deed, whether or not it shall be expressed in the deed, is deemed to covenant and agrees to pay the Association: (1) regular assessments or charges, and (2) special assessments. Such assessments are to be established and collected in accordance with this Article. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, cost and reasonable attorney's fees, shall also be the personal obligation of the person who is the owner of such property at the time when the assessment fell due.

Section 7. COLLECTION OF PAST DUE ASSESSMENTS. As stated in Article IV, Section 5, assessments are due within thirty (30) days of billing. Any assessment not paid within thirty (30) days shall be charged 1-1/2 percent finance charge (18 percent per year) on any unpaid balance. The Association Board of Directors shall, prior to institution of legal proceedings against any lot owner, attempt reasonable informal collection methods. Nonetheless, the Beechwood Hills Homeowners Association, Inc. shall initiate legal proceedings to collect all balances not paid on all assessments over one hundred and twenty days (120) in arrears.

ARTICLE V
BOARD OF DIRECTORS

Section 1. GENERAL POWERS. The business of the Association shall be managed by the Board of Directors, except as otherwise provided by law.

Section 2. PURPOSE AND POWERS. The purpose and powers of the Board of Directors are to provide for the administration, maintenance, preservation and architectural control of the area within Beechwood Hills Subdivision, Franklinton Township, Franklin County, North Carolina, and to promote the health, safety and welfare of the residents. The Board of Directors is hereby empowered to collect and enforce payment of all charges or assessments necessary for the effectuation and furtherance of the purposes of this Association by any lawful means including, but not limited to, the procurement of judicial liens to enforce said payment; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.

Section 3. NUMBER AND QUALIFICATION. The number of directors who shall constitute the whole board shall be seven (7), consisting of the four Association officers and three members at large. The number of directors who constitute the whole board may be decreased or increased by amendment to the Bylaws by majority vote of the members. Directors must be members as is further defined in Article II, Section 7 and Article III, Section 1. No lot, or combination of lots, may hold more than one seat on the board.

Section 4. TERM OF OFFICE. The Board of Directors term of office shall be one year except for the members at large. The three at large board of directors term of office shall be two years. They shall not all be elected at the same time, such that at least one member shall serve during two subsequent administrations of officers. Therefore, at the annual Association meeting, either one or two new at large members will be elected depending on which member's term has expired.

Section 5. REMOVAL. The Association may, at any time, at a meeting expressly called for that purpose, remove any or all Directors by a vote of the majority of the Association.

Section 6. VACANCIES. Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office.

Section 7. REGULAR MEETINGS. Regular meetings of the Board of Directors shall be held on the first Tuesday of the months of January, April, July, and October, unless otherwise rescheduled or deleted by consent of all board members.

Section 8. SPECIAL MEETINGS. A special meeting of the Board of Directors may be called upon the request of one director. Notice of such special meeting shall be given to the other directors before such special meeting. Oral notice, by telephone or direct conversation, or

written notice personally delivered or delivered by mail shall be sufficient.

Section 9. CONSENT OF DIRECTORS IN LIEU OF MEETING. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if all members of the Board of Directors consent thereto in writing, and the writing or writings are filed with the minutes of the proceedings of the Board of Directors for the Association.

Section 10. QUORUM AND REQUIRED VOTE. At least five (5) members of the Board of Directors shall be present and shall constitute a quorum at all meetings. All action of the Board of Directors, except as otherwise provided in these Bylaws, shall be the majority action of the members present.

Section 11. COMPENSATION. Directors, as such, shall not receive any compensation from the Association for their services.

ARTICLE VI OFFICERS

Section 1. NUMBER. The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer.

Section 2. ELECTION, TERM OF OFFICE, QUALIFICATIONS AND COMPENSATION. Each officer shall be a voting member of the Board of Directors and shall hold office for one year. Officers, as such, shall not receive any compensation from the Association for their services.

Section 3. REMOVAL. Any officer may be removed at any time, with cause, by the majority vote of the directors.

Section 4. VACANCIES. Any vacancy occurring in any office of the Association may be filled by the Board of Directors at any time.

Section 5. THE PRESIDENT. The President shall be the chief executive officer of the Association and, subject to the direction and under the supervision of the Board of Directors, shall have general charge of the business, affairs and property of the Association. The President shall employ such persons, as employees or agents, as are necessary to operate any corporate business, and shall have charge over such employees, subject to the direction and under the supervision of the Board of Directors. He/she shall preside at all meetings of the members and of the Board of Directors. He/she shall, in general, perform all duties and have all powers incident to the office of the President and shall perform such other duties and have such other powers as from time to time may be assigned by these Bylaws or by the Board of Directors.

Section 6. THE VICE PRESIDENT. At the request of the President or in the event of

the President's absence or disability, the Vice President shall perform all the duties of the President, and when so acting, shall have all the powers of, and be subject to all of the restrictions upon, the President. The Vice President shall perform such other duties and have other powers as may be assigned by these Bylaws or by the Board of Directors or by the President.

Section 7. THE SECRETARY. The Secretary shall keep the minutes of the meetings of the Association and of the Board of Directors in one or more books kept for that purpose. He/she shall distribute a copy of the minutes of the annual association meeting to the membership. He/ she shall also distribute a copy of the minutes of the meetings of the Board of Directors to the Directors and the Officers. He/she shall have custody of the Seal of the Association and shall have authority to cause such seal to be affixed to, or impressed or otherwise reproduced upon, all documents the execution and delivery of which on behalf of the Association shall have been duly authorized. He/she shall keep full and accurate records as to the names and addresses of members of the Association. He/she shall, in general, perform all duties and have such other powers as may from time to time be assigned by these Bylaws, by the Board of Directors, or by the President.

Section 8. THE TREASURER. The Treasurer shall have custody of corporate funds and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association. He/she shall cause all moneys and other valuable effects to be deposited in the name and to the credit of the Association. He/she shall cause the funds of the Association to be disbursed when such disbursements have been duly authorized by the President, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, whenever requested, an account of all transactions as Treasurer and of the financial condition of the Association. He/she shall, in general, perform all duties and have such other powers as may from time to time be assigned by these Bylaws, by the Board of Directors, or by the President.

ARTICLE VII EXECUTION OF INSTRUMENTS

Section 1. EXECUTION OF INSTRUMENTS GENERALLY. All documents, instruments or writings of any nature shall be signed by the President in his/her capacity as President, and shall be attested to, verified, acknowledged or otherwise countersigned by the Secretary.

Section 2. CHECKS, DRAFTS, ETC. All notes, endorsements, acceptances and all written evidence of the indebtedness of the Association in excess of two hundred (200) dollars shall be signed by both the President and the Treasurer. Checks and drafts of a lesser amount on accounts of the Association may be signed by any officer of the Association designated by the directors.

ARTICLE VIII GENERAL PROVISIONS

Section 1. CORPORATE SEAL. The Association shall have a SEAL, selected by the Board of Directors, which shall be used in the execution of corporate instruments, documents and other writings.

Section 2. FISCAL YEAR. The Association's fiscal year shall be the calendar year.

Section 3. INDEMNIFICATION OF OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES. The Board of Directors may indemnify any officer, director, agent or employee of the Association for all reasonable expenses, including attorney's fees, which such officer, director, agent or employee may incur as a part to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, in a manner consistent with the provisions of CHAPTER 55 of the NORTH CAROLINA GENERAL STATUTES pertaining to such indemnification.

Section 4. LIABILITY INSURANCE. The Board of Directors may authorize the President to purchase at the expense of the Association, insurance on behalf of the Association, any officer, director, agent or employee of the Association against any liability asserted against and incurred by the Association, any officer, director, agent or employee of the Association. Such insurance shall be carried pursuant to the provisions of CHAPTER 55 of the NORTH CAROLINA GENERAL STATUTES.

Section 5. PETS AND ANIMALS.

(A) Pets and animals are to be confined to the owner's property except when pets are in the presence and control of the owner, for example, while on walks. Pets and animals may not be kept on a lot unless a lot owner resides there. Farm animals, poultry and swine (including pot belly pigs) are not permitted, except for chickens. Roosters are not permitted. Lot owners may keep chickens for personal use up to a total of four adult chickens per person residing on the lot. A chicken hen is adult when it first lays an egg.

(B) Chickens must be kept in a manner that: 1) promotes and maintains a residential neighborhood appearance; 2) prevents nuisance; 3) prevents unhealthy conditions for either poultry or humans; and 4) reduces the attraction of natural predators. Poultry waste must be responsibly composted at least 100 feet from lakes, ponds and streams, or removed from the property, to avoid negative impact on the lakes, ponds, streams and lots.

(C) All chickens must be cooped overnight in raised, immobile permanent coops. Poultry coops and fencing must be designed and constructed in a manner as to blend with the natural wooded setting within the sub-division. Poultry coops and fencing are subject to the aesthetic control of the Board of Directors, and therefore require the Board's review and approval prior to construction or installation. Coops and fenced areas may not be located within 75 feet of property lines nor within 100 feet of lakes, ponds or streams.

(D) DOGS AND CATS. No more than seven dogs and no more than ten cats may reside on a lot at any one time, other than while caring for a litter for personal use and short duration visits such as a one-week stay.

Section 6. HONEY BEES. Lot owners may keep for personal use up to two honey bee hives per acre, with a maximum of ten hives per lot. A honey bee hive shall not be located within 75 feet of any property line and shall have its closest source of water located on the lot owner's property (lake, pool, etc.). If proper beekeeping practices are not followed or if the honey bees are a nuisance to a neighbor, then the hive(s) shall be removed from the owner's property. Honey bees and beekeeping are subject to Section 8 of the Amended Protective Covenants.

ARTICLE IX AMENDMENTS

These Bylaws may be amended or repealed, or new Bylaws may be made and adopted, only by a two-thirds (2/3) majority vote of members at the annual meeting or a special meeting of the members, provided that notice of an intention to amend shall have been contained in the notice of meeting per Article II - Section 3.

ARTICLE X SPECIAL MATTERS CONCERNING ARCHITECTURAL CONTROL AND REVIEW

Section 1. AUTHORITY OF THE BOARD OF DIRECTORS. Pursuant to Article V – Section 2 of these Bylaws, the Board of Directors is empowered to exercise such aesthetic control as may be necessary to insure a natural wooded setting of the subdivision. The Board of Directors shall consider approval or denial of plans for construction or renovation of all structures located within the subdivision pursuant to provisions in this article.

Section 2. STRUCTURES SUBJECT TO REVIEW. All structures as defined in Paragraphs 4 and 10 of the Restrictive covenants are subject to Article X review.

Section 3. METHOD OF REVIEW.

(A) Two (2) sets of construction plans shall be submitted to the President who shall forthwith distribute same to the Board of Directors. The Board shall retain one set of plans until the certificate of occupancy has been obtained.

(B) The Secretary shall then, via mail, notify the membership at large of a landowner's intent to build. Any member may therefore view the plans and make comments for the Board's consideration.

(C) Within thirty (30) days of receipt of the plans, the Board of Directors shall consider the plans so submitted for approval or disapproval. If the Board does not approve or disapprove of the plans within thirty (30) days, the building may be constructed in accordance with the plans.

(D) If the Board of Directors approves the plans, the President shall so state to the landowner in writing and affix the approval to the plans. Further, the President shall appoint a mentor to the landowner to assist as may be necessary

during construction. The landowner shall then convene a pre-construction meeting in accordance with Article X – Section 5.

(E) If the Board of Directors disapproves the plans, then written notice with comments shall be forwarded to the landowner.

(F) If upon receipt of notice of disapproval, the landowner chooses to comply with the Board's recommendations and bring the plans into compliance, then the landowner shall be granted thirty (30) days to submit amended plans. If the amended plans comply with the Board of Director's recommendations, then the Board shall review the amended plans and approve same within fourteen (14) days. If the Board does not approve the amended plans within fourteen (14) days, then the plans are deemed approved.

(G) Upon disapproval, should the landowner desire that the entire Association consider the disapproved plans, then the landowner shall be given thirty (30) days to submit to the Secretary a sufficient number of copies to send a set of the plans to all members. The Secretary shall then submit to the entire Association the Board's recommendations and comments regarding disapproval together with a set of plans to all members of the Association. Included in the package shall also be a ballot requesting a "yes" or "no" vote to uphold or reject the Board's recommendations within thirty (30) days of the mailing of the plans.

If the ballot is not received from a member within thirty (30) days, then failure to return shall be deemed a "yes" vote to uphold the Board's recommendation. If the Association, by majority, votes to override the Board's recommendations, then the plans shall be approved as submitted. If option (F) is chosen, the landowner shall pay a processing and mailing charge to the Association. This charge shall be established by the Board of Directors and is not designed to be punitive. It is designed only to cover reasonable copy and mailing expenses to the Association members. This charge shall be paid when the landowner expresses his/her desire for entire Association review.

Section 4. WHAT THE CONSTRUCTION PLANS SHALL INCLUDE

(A) The submitted plans shall be complete, dated and include architectural drawings, scale not less than one eighth inch equals one foot, of the structure to show square footage of living area of each floor, exterior of the structure, design, colors and types of construction materials. Further, the submitted plans shall include a scaled site plan to include:

(1) Proposed clearing limits and location of driveways. Clearing is intended to be limited to only that necessary for dwelling construction, driveway, septic system and related space as may be required. Any clearing in excess of 1.0 (one) acre shall require consent of the Board of Directors. No trees larger than six (6) inches diameter at breast height

(DBH) may be removed within fifty (50) feet of the lake shoreline without written consent of the Board of Directors. Any such trees removed without said consent must be replaced with similar size and species, at lot owner's expense, so as to restore original appearance.

(2) Proposed septic system and well location in accordance with the rules of North Carolina and Franklin County.

(3) Location of the structure relative to the front, rear and side lot lines consistent with paragraph 7 of the Restrictive Covenants of Beechwood Hills.

(B) The primary residential structure shall comply with the square footage requirements of Paragraph 5 of the Restrictive Covenants without exception.

(C) Any garage or auxiliary building used in conjunction with the residence shall be architecturally consistent with the main residence.

Section 5. PRECONSTRUCTION MEETING AND REQUIREMENTS FOR CONSTRUCTION

(A) A pre-construction meeting shall be convened by the landowner prior to any land clearing and/or construction activities. This meeting will be attended by:

1. Landowner
2. General Contractor
3. Board of Directors
4. The Landowner's Mentor.

(B) The meeting's agenda shall include a review of the Requirements for Construction at Beechwood Hills, Franklinton, NC herein attached as Addendum A.

(C) Prior to start of construction, the landowner shall deposit 1% (one percent) of the planned construction cost into an escrow account. This account will be maintained by the Beechwood Homeowners' Association. The cost to repair any damage to property within Beechwood Hills Subdivision caused by the landowner and/or his/her contractor and subcontractors will be determined by the Board of Directors. That amount will be deducted from said escrow account. Upon receiving the certificate of occupancy for the new construction, the landowner will receive the balance of the escrow account and any interest earned.

Section 6. TIME LIMITATIONS. Within two years of initiation of construction the structure must be complete. Any extension of this requirement must be approved by the Board of Directors and any extension shall be fully subject to Article X.

Section 7. EXCEPTIONS. Any structures begun prior to the 5th day of February, 2000

are not subject to Article X – Section 2 and 3, but are subject to all other Article X sections.

ARTICLE XI LEASING and TIMESHARING

Section 1. LEASING. No tenant or other non-owner occupant of a lot shall be allowed to enter into possession of any lot except pursuant to a written lease. Such written lease at a minimum shall include the language contained in Residential Rental Contract, Standard Form 410 - T. No lease shall be for a period less than six months. Any lease shall be for a lot in its entirety, except small storage areas, and shall include all structures present on the lot consistent with Article X, Matters Concerning Architectural Control and Review, of these Bylaws. Sub-letting or any occupancy of any lot or any portion thereof, any individual structure on a lot, or any portion thereof, is not permitted. The owner shall submit a completed copy of Form BHHOA-1, Resident/Rental Registration Form, to the Board of Directors within 72 hours of execution of the written lease. (The form is available from the Secretary.)

Section 2. TIMESHARING. No timesharing type occupancy, whether created by deed or otherwise, may be utilized in connection with any lot.

Section 3. RESIDENTIAL AND FAMILY USE. This Article does not in any way preclude owners from using their single-family residential lots for residential, non-commercial purposes and the fostering of family.

ADDENDUM A

REQUIREMENTS FOR CONSTRUCTION AT BEECHWOOD HILLS FRANKLINTON, NC

Only after approval of plans by the Board of Directors and completion of the pre-construction meeting per Article X, Section 5, may construction/clearing begin.

No trees larger than six (6) inches diameter at breast height (DBH) may be removed within fifty (50) feet of the lake shoreline without written consent of the Board of Directors. Any such trees removed without said consent must be replaced at lot owner's expense so as to restore original appearance.

Portable toilets must be placed on the lot at the beginning of clearing until the Certificate-of-Occupancy is obtained.

Erosion control must be installed before any grading or clearing begins.

Truck loads are limited to 6-1/2 tons per axle maximum.

Construction vehicles will be limited to 25 mph speed limit.

Main roads at entrance to site will be protected with stone.

Construction personnel are not permitted to fish or swim in the lake.

All trash, litter and debris must be cleaned from the construction and surrounds weekly.

No large construction vehicles may enter in other homeowner's driveways.

No turnaround allowed at end of Autumn Drive. Construction traffic should be directed by roadway signs.

All construction related dirt and debris must be cleaned from the roads regularly.

Concrete trucks are to wash out on building site only.

All construction related road damage must be repaired (to include digging for power lines).

Tree stumps must either be properly disposed of on landowner's property or removed from Beechwood Hills for proper disposal.

It is the responsibility of the landowner to enforce these requirements or to perform the work at his/her own expense if the requirements are not met.

The Herein amended Bylaws were approved by the Beechwood Hills Homeowners' Association, Inc. at their duly noticed and held annual meeting on January 27, 2019 and became effective on that date.

Signed this the 13 day of August, 2019.

Beechwood Hills Homeowners' Association, Inc.

BY:

Gary D. Oyster
Gary D. Oyster, President

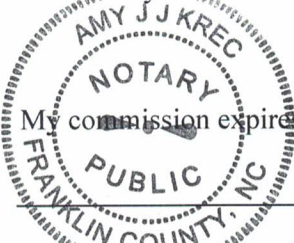
ATTESTED BY:

Karla Jackson
Karla Jackson, Secretary

STATE OF NORTH CAROLINA
COUNTY OF FRANKLIN

I, the undersigned Notary Public of the County and State aforesaid, certify that GARY D. OYSTER personally appeared before me this day and acknowledged that he is the President of Beechwood Hills Homeowners' Association, Inc., and that he, as President, being authorized to do so, executed the foregoing on behalf of the Incorporation.

Witness my hand and official seal, this the 21 of August, 2019.



My commission expires:

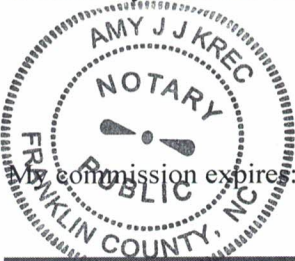
3-26-2020

Amy J. J. Krec
Amy J. J. Krec, Notary Public

STATE OF NORTH CAROLINA
COUNTY OF FRANKLIN

I, the undersigned Notary Public of the County and State aforesaid, certify that KARLA JACKSON personally appeared before me this day and acknowledged that she is the Secretary of Beechwood Hills Homeowners' Association, Inc., a North Carolina corporation and that by authority duly given signed the forgoing instrument in its name on its behalf as its act and deed as the Attesting Secretary attesting to the signature of GARY D. OYSTER, president of Beechwood Hills Homeowners' Association, Inc.

Witness my hand and official seal, this the 21 of August, 2019.



My commission expires:

3-26-2020

Amy J. J. Krec
Amy J. J. Krec, Notary Public