

Braxton Park -  
Pool

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## Braxton Park POA Pool Rules and Guidelines

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These Rules and Guidelines have been adopted by the Braxton Park POA Board of Directors and may be revised, or added to, at any time by the Board of Directors. The Braxton Park POA Swimming Pool is for the enjoyment of all community residents. Your cooperation in adherence to these rules is greatly appreciated and will ensure a safe and pleasant atmosphere for our community.

1. There is NO LIFEGUARD ON DUTY. Residents and guests swim at own risk. Braxton Park POA Developer, Board of Directors and Management Company are not responsible for accidents or injuries. \*
2. Pool privileges are only extended to homeowners who are current in their monthly POA dues. Any homeowner who becomes delinquent in their dues during the pool season will have their passes suspended until the account is brought current. It is at the discretion of the homeowner as to whether or not pool access and/or privileges are shared with tenants.
3. Pool hours are posted. Using the pool outside of these hours will result in a loss of pool privileges indefinitely. The pool may be closed at any time due to weather, breakdown of equipment, or other operational defects.
4. Children under the age of 16 MUST be accompanied by an adult, and the adult MUST remain with the child during the entire visit to the pool.
5. A key access fob/card will be used for admission to the pool.
6. Proper swimming attire is required. Children who are not toilet-trained are required to wear swim diapers and a swim suit with a tight fitting liner. Please check swim diapers frequently while child is in the pool.
7. No running, pushing, wrestling, foul language or causing disturbances is permitted.
8. No glass containers, gum, alcoholic beverages, tobacco use, pets, unauthorized vendors, bikes, skates, skateboards, scooters or other wheeled vehicles in the pool area.
9. Braxton Park POA and Management are not responsible for lost or stolen items.

10. Anyone suffering skin abrasions, infections, contagious diseases, open sores, inflamed eyes, or visible bleeding is not permitted to use of the pool.
  
11. The Braxton Park Board of Directors may suspend pool privileges for any homeowner or tenant at their discretion.

**\*Acknowledgement and Liability Waiver**

The Braxton Park Property Owners Association and its Board of Directors, the Managing Agent of the Association, and the employees, agents or servants of these entities shall be held harmless from any and all claims, liabilities and other actions by any Owner, and by any guest, tenant or licensee of any Owner arising from, or the result of, any accident, injury or other occurrence which causes loss or damage of life, limb or property sustained in connection with, or as consequence of, the use of the pool and deck area, except when such is clearly proved to have resulted from, and have been proximately caused by, the direct negligence in the operation, care or maintenance of these facilities by the entities or individuals cited herein. Any damage to the Facilities caused by any Owner or by any guest, tenant, or licensee of any Owner may be repaired by the Association at the expense of the Owner, as determined by the Association.

This form must be completed and returned to Management Company before pool access is allowed. Please return to Hall Associates at 213 S. Jefferson St. #1007, Roanoke, VA 24011.

**Please print:**

Homeowner Name: \_\_\_\_\_

Unit Number: \_\_\_\_\_ Contact Telephone Number: \_\_\_\_\_

**I have read and understand the rules and agree to all of the provisions herein.**

Homeowner Signature \_\_\_\_\_ Date \_\_\_\_\_

Please list all household members who will be using the pool. If you are an owner renting your unit, please list the name and contact telephone number for tenants who will be using the pool.

Name	Telephone
_____	_____
_____	_____
_____	_____
_____	_____

**BOOK OF RESOLUTIONS  
RULES AND REGULATIONS  
BRAXTON PARK PROPERTY OWNERS ASSOCIATION**

These Rules and Regulations are adopted in accordance with and are subject to the Articles of Incorporation of Braxton Park Property Owners Association (the "Association"), a Declaration of Covenants and Restrictions for Braxton Park ("Declaration"), dated September 15, 2006, and the By-Laws of the Association and all amendments and supplements thereto. In case of any conflict between these Rules and Regulations and the Articles of Incorporation, the Declaration, or the By-Laws, the Articles of Incorporation, Declaration or By-Laws shall control.

1. Vehicles and Parking.

(a) Owners or tenants of Living Units and their visitors, guests or invitees may park only in a driveway and/or garage on the Lot on which the Living Unit is located, if any, or on that portion of a private street abutting the front or rear of the Lot if the street is not less than 40 feet wide at that point and only within and between the side boundaries of the Lot as extended into the street. Any Lot not having a driveway and/or garage on the Lot shall have the use of two parking spaces on the adjoining private street or alley as designated by the Declarant. Parking on a public street may be forbidden or limited by the County of Campbell, Virginia. No parking is permitted on any private street or alley having a width of less than 40 feet or in a Common Area. Parking so as to block sidewalks or driveways shall not be permitted. If any vehicle shall be parked in violation of the Governing Documents or abandoned within the Townhouse Development, the Association shall be held harmless by the owner for any and all damages or losses that may ensue, and any and all rights in connection therewith that the owner or driver may have under the provisions of state or local laws and ordinances are hereby expressly waived. The unit Owner shall indemnify the Association against any liability which may be imposed on the Association as a result of such illegal parking or abandonment and any consequences thereof.

(b) No portion of the Development shall be used for the repair of motor vehicles other than routine cleaning.

(c) No unregistered motor vehicles or motor vehicles with expired registration or state inspections may be parked in the Development.

(d) All motor vehicles and other wheeled devices designed or used for riding by persons, including but not limited to bicycles, tricycles, tractors, motorcycles, mopeds, dune buggies, and snowmobiles, shall be driven only upon paved streets, roads, driveways and parking areas constructed for that purpose, except vehicles authorized by the Association as needed to maintain, repair, or improve the Common Area may enter other areas.

(e) Parking of all commercial and recreational vehicles and related equipment, including camping trailers, boats and boat trailers, other than on a temporary and nonrecurring basis, shall be in garages or in areas approved by the Association for such parking. Except as provided in paragraph 1(a), no area of approved parking for such purpose is currently

contemplated by the Declarant or the Association. If a truck-mounted camper is to be an Owner's primary means of transportation, it shall not be considered a recreational vehicle provided it meets the following conditions: (i) the vehicle is moved on a daily basis; (ii) it is parked within a garage, driveway or other designated parking area; and (iii) if the camper is removed, the camper shall be stored in an area screened from all surrounding property.

2. Pets. Subject to limitations as may from time to time be set by the Board of Directors, not more than two generally recognized house pets may be kept and maintained in a Living Unit, provided such pets are not kept or maintained for breeding or commercial purposes. All pets must be kept under the control of their owner when they are outside the Lot, must not become a nuisance to other residents, and must be in compliance with all applicable ordinances of the County of Campbell. No pen, kennel, house or other facility for the occupancy or confinement of a pet shall be maintained or used outside a Living Unit. The Association may use any lawful means to enforce the provisions of this paragraph if the Board of Directors determines, in its sole discretion, that they have been violated by an Owner or an Owner's pet, including removal of the pet whose existence or behavior is at issue.

3. Clothes-Drying Equipment. No exterior clotheslines or other exterior clothes-drying apparatus shall be permitted on any Lot, unless approved in writing by the Board of Directors. It is contemplated that no exterior clotheslines or other exterior clothes-drying apparatus will be permitted.

4. Trash and Garbage.

(a) The Association shall contract for the periodic removal of trash and garbage from Lots and property of the Association.

(b) Owners or occupants of Living Units shall keep and store all trash and garbage inside the Living Unit. On days designated by the contractor employed by the Association trash shall be placed at the front or rear of each Lot as directed by the contractor in containers approved by the contractor or the Board of Directors.

(b) No trash, leaves, paper, wood or similar material may be burned on any Lot, Common Area or Open Area. This shall not apply to material or debris from construction that may be burned by Declarant or a Builder on a vacant Lot or area of the Development in which there are no occupied Living Units.

5. Mailboxes and Newspaper Tubes. The Declarant or the Association shall erect structures or facilities for mailboxes and newspaper tubes to be maintained by the Association that each Living Unit shall be required to use. Such structures or facilities shall also have a blank surface suitable for the posting of notices and messages to and among members and the Board of Directors. Otherwise, only mailboxes and newspaper tubes meeting design standards established by the Board of Directors shall be permitted.

6. Wood or Propane Stoves. No wood stove or propane stove shall be installed, maintained or used on or within any Living Unit or Common Area, except a propane grill for cooking purposes only may be used and kept outdoors in rear yards.

7. Flags. No free standing pole or other structure for the display of flags may be erected or maintained on any Lot. One flag of not more than 3 feet by 4 feet in size may be displayed on a pole of not more than 6 feet in length affixed to the front or rear of a Living Unit. Official flags of the United States of America and the Commonwealth of Virginia may be displayed without further permission. Otherwise, flags must be approved by the Board of Directors or a person or committee authorized by the Board to review and approve flags before it can be displayed.

8. Terraces and Decks. Any terrace or deck attached to a Living Unit must be kept in good repair and in an orderly condition so as not to detract from the neat appearance of the Development. In this regard, no personal property may be stored or kept on a terrace or deck other than furnishings in daily use. The Board of Directors, in its sole discretion, may determine whether a terrace or deck is orderly. If any Owner or resident shall fail to keep a terrace or deck orderly, the Board of Directors may have any objectionable items removed so as to restore its orderly appearance, without liability therefor, and charge the Owner of the Unit for any costs incurred in the process. No flags, pennants or apparatus for holding a pole or other connection for a flag or pennant and no lines or apparatus for hanging plants or any other material or item shall be attached to the railings or posts installed on the exterior of any terrace or deck. No cooking or grilling of food on a grill or stove fueled by charcoal, gas, propane, or other flammable substance shall be conducted on a terrace or deck. The Board of Directors shall have the authority to establish aggregate or individual weight limits for furnishings and property placed on a terrace or deck. No roof may be constructed or installed over a terrace or deck and no terrace or deck may be enclosed other than by a railing not exceeding three feet in height.

9. Leases. Leases shall be valid only if the tenant acknowledges receipt of a copy of the Declaration and the Rules and Regulations of the Association and the lease shall state such acknowledgment. Approved lease language meeting this requirement may be provided by the Board of Directors.

10. Limits on Occupancy of Living Units. In addition to the restrictions and limitations set forth in the Declaration, no Unit may be occupied on a regular basis by more than six persons. A regular basis shall mean overnight occupancy by any person for a period of more than fourteen days within any period of ninety days without written permission of the Board of Directors or its duly authorized officer or representative.

11. Nuisances. No Owner or occupant of a Living Unit shall engage in, create or permit any activity or condition in a Living Unit, Lot or Common Area which shall create or emit any odor or noise of sufficient strength or volume to be perceptible or disturbing in any other Living Unit or otherwise interfere with the rights, comforts or convenience of the occupants of other Living Units. The volume of any radio, television, musical instrument or other sound producing device in a Living Unit shall be kept sufficiently reduced at all times so as not to disturb the occupants of any other Living Unit. This shall not apply to temporary situations involving

construction, cleaning or repair of a Living Unit on a Lot or landscaping or improvements within a Common Area.

12. Notices of Meetings. The Board of Directors shall post copies of notices of meetings of the members or directors of the Association on structures or facilities for mailboxes. Notices of meetings of the members shall be posted no less than fourteen (14) days prior to the date of a Regular Meeting and no less than seven (7) days prior to the date of a Special Meeting. Notices of meetings of the board of directors shall be posted no less than five (5) days prior to the date of a regular meeting or no less than three (3) days prior to a special meeting.

13. Communications Among Members and the Board of Directors. Members may post messages and communications to other members or directors at the structure or facility for the mailbox of the receiving member or director. The Board of Directors may also designate one or more officers or members of the Association living in the Development to receive communications to the Board at the residence of the designated person during such hours as the Board of Directors may from time to time specify in notice mailed or delivered to all Owners and the Declarant.

The foregoing Rules and Regulations were adopted by unanimous consent in writing of the Board of Directors of the Braxton Park Property Owners Association as of the 15<sup>th</sup> day of September, 2006.

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Secretary

**BOOK OF RESOLUTIONS  
BRAXTON PARK PROPERTY OWNERS ASSOCIATION  
ARCHITECTURAL STANDARDS**

The Board of Directors of Braxton Park Property Owners Association (the "Association") have adopted the following architectural and design standards for Living Units constructed on Lots in Braxton Park:

1. All building and site plans must be submitted to the Architectural Review Board for prior written approval. Plans shall include design, elevations, building materials, exterior lighting, signage and exterior grading, landscaping and design.
2. All changes to building size, shape, exterior finish or materials and Lot or site grading or landscaping must be approved in advance by the Architectural Review Board.
3. Any matter submitted in writing to the Architectural Review Board with written request for approval that is neither approved nor disapproved within thirty (30) days after such submission shall be deemed to have been approved.
4. Submissions to the Architectural Review Board shall be made to the Association at the address of the Association most recently provided Owners by the Association.
5. There will be no loud music played on site during construction.
6. The Lot must be kept reasonably clean at all times. Construction materials, tools and equipment shall be kept and stored in an orderly fashion when construction is not actually being conducted on the Lot.
7. Exposed soil areas shall be sod and landscaped, maintained in good condition and kept clean and free of debris and trash.
8. Roof water drainage must be piped to storm sewer lines installed within the Common Area at a point designated or approved by the Declarant or the Architectural Review Board. Lot Owners must maintain drainage lines from the Lot to the connection with a storm sewer line installed within the Common Area by the Declarant or the Association.
9. Lot Owners must maintain all sanitary sewer lines in good condition and free of leaks and obstructions from any building on a Lot to the connection of the line with the County of Campbell public sanitary sewer line at a point designated by the County of Campbell.
10. No unpainted treated material other than exterior decking can be visible from any elevation.
11. All buildings and structures must be finished to grade.



12. Disc type antennae eighteen (18) inches or less in diameter may be placed on the roof of a building and screened by material architecturally compatible with the building or placed in a position not visible from the abutting street or the Common Area. All antennae and screening design and placement must be compatible with the design and appearance of the Development and approved by the Architectural Review Board before installation. No antennae more than eighteen (18) inches in diameter may be placed on any lot without approval of the Architectural Review Board.

13. All construction is subject to all easements, conditions, restrictions and agreements applicable to Braxton Park, including, without limitation, those reflected or referred to on a plat entitled "Plat Showing Braxton Park – Section I, College Magisterial District, Campbell County, Virginia", dated 6/13/05, made by Perkins & Orrison, Engineers, Planners, Surveyors, recorded in the Clerk's Office of the Circuit Court of Campbell County, Virginia, as Instrument No. 060005478, at Plat Cabinet B, Slide 390, pages 2807-2808, all site plans and development plans filed with the County of Campbell and in a Declaration of Covenants and Restrictions for Braxton Park, dated September 15, 2006, to be recorded in the Clerk's Office of the Circuit Court for the County of Campbell, Virginia, as amended from time to time, and all applicable provisions of the Zoning and Subdivision Ordinances of the County of Campbell, Virginia.

The foregoing Architectural Standards were adopted by unanimous consent in writing of the Board of Directors of the Braxton Park Property Owners Association as of the 15<sup>th</sup> day of September, 2006.

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Secretary

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