



# Braxton Park Property Owners Association Leasing Packet

Managed by Hall Associates, Inc.

P.O. Box 20468

Roanoke, VA 24018

(540) 982-0011 ext. 126

[astclair@hallassociatesinc.com](mailto:astclair@hallassociatesinc.com)

## Braxton Park Property Owners Association

P.O. Box 20468 Roanoke, VA 24011  
Phone 540-982-0011 Fax 540-344-1730  
Email [astclair@hallassociatesinc.com](mailto:astclair@hallassociatesinc.com)

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### Tenant Information Form

Owner Name: \_\_\_\_\_  
Braxton Park Address: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_  
Lease Dates: Start \_\_\_\_\_ End: \_\_\_\_\_  
Managed By: \_\_\_\_\_ Phone: \_\_\_\_\_

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Tenant Name: \_\_\_\_\_ Tenant Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

#### Vehicle Information:

License Plate: \_\_\_\_\_ Make: \_\_\_\_\_  
Model: \_\_\_\_\_ Color: \_\_\_\_\_

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Tenant Name: \_\_\_\_\_ Tenant Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

#### Vehicle Information:

License Plate: \_\_\_\_\_ Make: \_\_\_\_\_  
Model: \_\_\_\_\_ Color: \_\_\_\_\_

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Tenant Name: \_\_\_\_\_ Tenant Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

#### Vehicle Information:

License Plate: \_\_\_\_\_ Make: \_\_\_\_\_  
Model: \_\_\_\_\_ Color: \_\_\_\_\_

*Please use the back of this form if additional vehicles need to be listed.*

# Braxton Park Townhomes Tenant Acknowledgment of Documents

Property Address: \_\_\_\_\_

Tenant Name: \_\_\_\_\_

Landlord/Property Manager Name: \_\_\_\_\_

Date: \_\_\_\_\_

## Acknowledgment of Receipt and Understanding

I, \_\_\_\_\_ hereby acknowledge that I have received, read, and understood the following documents related to the rental of the property located at \_\_\_\_\_:

1. Rules and Regulations
2. Parking Policy
3. Pet Policy
4. Pool Rules
5. Leasing Regulations
6. Bylaws
7. Declaration

I understand that it is my responsibility to comply with the terms, conditions, and policies outlined in these documents. I also understand that failure to adhere to these terms and policies may result in penalties or legal actions as outlined in the lease agreement and applicable laws.

By signing below, I acknowledge that I have been provided with copies of these documents and that I have had the opportunity to ask questions and seek clarification on any items contained within them.

## Tenant Signatures:

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

Owner/Property Manager Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Braxton Park Property Owners Association  
2026 Pool Registration**

This registration must be signed by the Owner who is being granted permission to use the Braxton Park POA pool. This registration is required for all residents of the dwelling requesting admission to the pool for the 2026 pool season. In order to obtain pool key fobs, **this form must be completed and returned – there will be no exceptions.** Send your completed form to: Braxton Park POA, c/o Hall Associates P.O. Box 20468 Roanoke, VA 24018. You may also email your form to [astclair@hallassociatesinc.com](mailto:astclair@hallassociatesinc.com).

**\*\*\*Once the Pool Registration Form is submitted, allow 72 hours for pool key to be activated. No exceptions\*\*\***

**Owner Information – To be completed by an owner of record**

Name		Braxton Park Unit Address	
Mailing Address			
Telephone		Alternate Phone	
Email			

If you do not have a pool key fob, please make a selection below:

- ☐ I need \_\_\_ replacement key fob(s) at a cost of \$25.00 each. (Please indicate the number of key fobs requested.)  
☐ I will not be using the pool and prefer not to be assigned a fob at this time.

Please LEGIBLY PRINT the names of ALL members who **reside in the household** who will be accessing the pool.

Resident Name	Resident Name

Pool Rules will be strictly enforced by the Braxton Park Property Owners Association Board of Directors, Management Company, Pool Committee Members and/or Pool Monitors. Failure to comply with these rules could result in losing your pool privileges. **Any Homeowner delinquent on their POA account will be restricted from the pool and/or pool area.**

**Owner Agreement**

\*If you are an owner who does not physically live within Braxton Park POA ("Absentee Owner") and will have tenants using the pool, please go on to complete the backside of this form.

I have read and hereby agree that I have received and read the Pool Rules (attached) and hereby agree to comply with the rules established by Braxton Park Property Owners Association Board of Directors. I am aware that the Board of Directors can suspend my access to the pool for violation of the published rules and/or delinquent payment.

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Date

**Braxton Park Property Owners Association  
2026 Pool Registration**

**Absentee Owner Transfer of Pool Privileges to Tenant**

I wish to transfer the privilege to use the swimming pool facilities to my tenant(s) for the 2026 pool season. I agree to take full responsibility for the actions of my tenant(s) and their guests at all times and will assume full responsibility to Braxton Park POA of any costs incurred by my tenant(s). I understand that transferring pool privileges in no way releases me as a member of the Braxton Park Property Owners Association and of the obligation to pay all required assessments and abide by the governing documents.

**\*\*Owners who lease their unit may not use the pool once pool privileges have been transferred to the tenant(s). A copy of the lease agreement may be required to be provided to Management as validation of tenant occupancy during the term of the lease.\*\***

Signature of Owner(s): \_\_\_\_\_

Date:\_\_\_\_\_

\_\_\_\_\_

Date:\_\_\_\_\_

**Tenant Agreement**

I have read and hereby agree that I have received and read the Pool Rules (attached) and hereby agree to comply with the rules established by Braxton Park Property Owners Association Board of Directors. I am aware that the Board of Directors can suspend my access to the pool for violation of the published rules.

**\*Must be read and signed by all tenants included on the lease.**

Signature of Tenant(s): \_\_\_\_\_

Date:\_\_\_\_\_

\_\_\_\_\_

Date:\_\_\_\_\_

\_\_\_\_\_

Date:\_\_\_\_\_

\_\_\_\_\_

Date:\_\_\_\_\_

## **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 shall have the use of two parking spaces on the adjoining private street as designated by the Board of Directors. Parking so as to block sidewalks 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. By parking on Braxton Park Property Owners Association, the Owner, as well as any residents, tenants or guests of the 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, 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 is not permitted, other than on a temporary and nonrecurring basis with approval by the Board of Directors.

(f) No inoperable vehicles may be parked on any portion of the Development. All vehicles on the property must be able to pass state inspection.

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 on a leash and 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 designated trash areas on the property of the Association.

(b) Owners or occupants of Living Units shall keep and store all trash and garbage inside the Living Unit until it can be taken to the trash area. No trash bags may be left on front porch, patios or decks at any time.

(b) No trash, leaves, paper, wood or similar material may be burned on any Lot, Common Area or Open Area.

5. Mailboxes. The Declarant or the Association shall erect structures or facilities for mailboxes 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 members and the Board of Directors. Otherwise, only mailboxes 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 on patios.

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. Patios and Decks. Any patio 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 patio or deck other than furnishings in daily use. The Board of Directors, in its sole discretion, may determine whether a patio or deck is orderly. If any Owner or resident shall fail to keep a patio 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 patio 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 deck. No open flame devices such as, but not limited to, firepits, fireplaces, tiki torches or other such devices shall be kept on or used on any deck. The Board of Directors shall have the authority to establish aggregate or individual weight limits for furnishings and property placed on a patio or deck. No roof may be constructed or installed over a patio or deck and no 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 three (3) unrelated adults. 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. No Owner or occupant of a Living Unit shall engage in any activity in a Living Unit, Lot or Common Area which shall 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. Front Porches. No items other than decorative statuary (which includes figures or sculptures), patio furniture, or potted plants may be left on front porches at any time. Only decorative statuary, garden flags, or other garden decorations may be left in the mulch bed area of the front yard. No storage containers, bikes, scooters, toys or other items may be stored outside the home. No sidewalk chalk can be used on common area sidewalks or asphalt, including parking spaces.

13. Holiday Decorations. Any holiday decorations displayed, including lights, must be removed after ten (10) days of a holiday. Clear or white lights are permitted to be on back decks all year.

14. Yard Sales. No yard sales are permitted within Braxton Park POA.

15. Windows. No window air conditioning units are permitted. All window blinds or window dressings visible from the exterior of the townhome must be white or off white in color and in good condition. No broken window blinds are permitted. Only wide blade blinds are permitted.



# BRAXTON PARK PROPERTY OWNERS ASSOCIATION

## RESOLUTION ACTION RECORD

Resolution Type: Administrative No. \_\_\_\_\_

Pertaining to: Rules and Regulations

Duly adopted at a meeting of the Board of Directors of the Braxton Park Property Owners Association held on July 25, 2022.

Motion by: Auwarter Second by: Hunter

Board Member	Title	Yes	No	Abstain	Absent
Devin Snelick	President	✓			
Stefan Reinhardt	Vice President	✓			
Teresa Hunter	Treasurer	✓			
Cassidy Auwarter	Director	✓			
Lauren Blankis	Secretary	✓			
Brooke Scott	Director	✓			
Cheryl Bennett	Director	✓			
Zak Hayes	Director	✓			
Carrie Williams	Director				✓

ATTEST:

Lauren E. Blankis  
Secretary

7/25/22  
Date

Effective: \_\_\_\_\_

## **BRAXTON PARK PROPERTY OWNERS ASSOCIATION**

### **RESOLUTION NO. 3 PARKING REGULATIONS**

**EFFECTIVE 01/01/18, UPDATED 05/29/25**

WHEREAS, Section 55-513A of the Virginia Property Owners' Association Act, VA Code§ 55-508, et seq. ("Act") grants the Board of Directors ("Board") of Braxton Park Property Owners Association, Inc. ("POA") the power to establish rules and regulations for the use of the property and with respect to such other areas of responsibility assigned to the POA by the Declaration; and,

WHEREAS, Section 55-515A of the Act charges all lot owners and their tenants, guests and invitees with compliance with the Act, the Declaration, Bylaws and Rules and Regulations of the POA, as amended; and,

WHEREAS, Article III, Section 3 (c) 2 of the Braxton Park Property Owners Association Declaration grants the Board the authority to establish rules and regulations for use of property as provided in Articles IV and VI; and,

WHEREAS, Article VI, Section 1 (e) of the Braxton Park Property Owners Association Declaration grants the Board the authority to establish rules and regulations for the parking, use and storage of all vehicles and recreational equipment within the Development; and

WHEREAS, it is the intention of the Board by this resolution to update the previously published parking regulations listed in the Braxton Park Property Owners Association Rules and Regulations and any previous parking policies established by the Board of Directors, and the Board believes it is in the best interest of the POA to adopt the following policy regarding parking within Braxton Park Property Owners Association;

NOW, THEREFORE, BE IT RESOLVED THAT the following parking regulations are hereby adopted by the Board.

#### **I. PURPOSE AND APPLICATION**

These parking regulations and towing guidelines have been developed for the Braxton Park POA and apply to all owners, residents, tenants, guests and invitees within the POA. All vehicles located, whether standing or parked, within the Braxton Park POA community are subject to the laws of the Commonwealth of Virginia, the laws of Campbell County and to the rules set forth in these regulations. Owners and residents are responsible for the actions of themselves, their tenants, guests and invitees. Any vehicle in violation of the commonwealth, county and community rules shall be subject to towing and/or ticketing.

#### **II. GENERAL PARKING RULES**

1. Vehicles shall park only in paved locations that are intended for parking. Vehicles must be in accordance with the specific regulations governing such parking locations. It is prohibited to

park any motor vehicle on a sidewalk or any non-paved common area or any non-paved private property. It is prohibited to park any motor vehicle in a manner in which any part of the vehicle or its contents cross the vertical or horizontal boundary of the sidewalk, including, but not limited to, trailer hitches, front or rear bumpers, ladders, cargo, etc..."

2. Vehicles must be parked within the spaces provided and in such a manner as not to obstruct or reduce other parking spaces or impede access.
3. All owners are responsible for notifying any present or future resident, guest or invitee on their property of the parking restrictions in the community. Owners of units whose residents, guests or invitees violate these guidelines shall be held liable.
4. A double-parked vehicle is subject to towing without notice.
5. Parking spaces are not to be used for storage. There is an exception for temporary mobile storage containers while moving with the Board's approval prior to bringing the container on the property.
6. No motorized vehicles are to be driven on non-paved common areas, except such vehicles as are authorized by the POA, County, or Commonwealth as needed to maintain, repair or improve the common area.
7. It is prohibited to abandon a vehicle on common property or on a private or public road.
8. It is prohibited to park vehicles with expired license plates, and/or expired state inspection decals on common property (including private roads).
9. No vehicle work is to be performed on POA property other than routine cleaning. The dumping of motor oil, antifreeze, grease, or any other chemical, residual substance, or any substance particles from holding tanks of vehicles of any type as a result of repair, maintenance, or carelessness is not permitted.
10. The unnecessary sounding of vehicle horns, or playing stereos at excessive volume, or other excessively loud sound producing devices emanating from any vehicle within the POA is prohibited.
11. The screeching of tires and the revving of vehicle engines is prohibited.

**III. ANNUAL VEHICLE REGISTRATION** *(effective 4/25/25 parking decals are not required)*

1. Each townhome is responsible for providing management with an annual vehicle registration form. This form will be mailed and emailed to all owners and tenants to complete and return annually in the fall.
2. Owners and tenants are not permitted to be parked in "Visitor" parking spaces. These spaces are for visitors only. Violation of this restriction will result in immediate towing without notice.
3. Owners or tenants with more than two (2) vehicles, must park their additional vehicles in "Overflow" parking spaces.

**IV. COMMERCIAL VEHICLE PARKING**

1. Residents who own commercial vehicles must meet the following criteria in order to park their commercial vehicle within the community:
  - a. The commercial vehicle must not exceed 18 feet in length bumper to bumper.
  - b. No tractor trailers, or any portion thereof, are permitted to park on the property at **any time**.
  - c. No part of the vehicle or anything on the vehicle can extend into the road or any other parking space.
  - d. No signage can extend from the body of the vehicle; and
  - e. The commercial vehicle must not meet any of the criteria of a recreational vehicle.
2. Unless owned by a resident meeting the criteria stated above, no commercial vehicle may be parked in any location within the bounds of the community, including paved and unpaved private property, except when in use for business purposes.
3. Unless owned by a resident meeting the criteria state above, no commercial vehicle shall remain parked within the bounds of the community overnight.

**V. RECREATIONAL VEHICLE**

The following are considered recreational vehicles and are not permitted on the property at **any time**:

- a. Any boat, jet ski or other water vehicle;
- b. Any trailer or fifth wheel trailer;
- c. Any vehicle that exceeds seven feet in height, nine feet in width or eighteen feet in length;
- d. Any mobile home, motor home or self-contained camper;
- e. Any pop-up camping/tent trailer or other similar recreation-oriented, portable, or transportable facility or conveyance;
- f. Dune buggies, ATVs or similar motor vehicle;
- g. Any vehicle which would not normally be used for daily transportation or which is not licensed for use on the Virginia highways.

## **VI. ASSIGNED PARKING**

1. Each home is assigned two parking spaces which are numbered with the house number.
2. No vehicle may be parked in a parking space assigned to another home without written permission of the owner.
3. No assigned parking space may be sold or offered in exchange for anything of value. Upon the legal conveyance of the subject lot from one owner to another, the parking space assigned to the subject lot shall remain in full force and effect.
4. In general, overlapping the painted lines which separate parking spaces or parking at an angle to the curb is prohibited. However, residents with two assigned parking spaces immediately next to one another may occupy both of their assigned parking spaces with one vehicle if they so choose.
5. Parking spaces that do not have a painted number or the word "Visitor" painted in the space are deemed overflow parking and can be used on a first come first served basis for homes with more than two vehicles or for additional visitor parking.
6. No vehicle may be parked in any overflow parking space for more than seventy-two (72) hours consecutively without special permission from the Board of Directors.

## **VII. VISITOR PARKING**

1. Certain parking spaces in the POA are marked "Visitor". Visitor parking spaces are for the use of visitors only. It is expressly prohibited for any Braxton Park resident living within the POA to use a Visitor parking space.
2. Visitor parking spaces are utilized on a first come first served basis and are not assigned to a specific lot.
3. Visitors may park in Visitor parking spaces for a seventy-two (72) hour period without special permission from the Board of Directors. The seventy-two (72) hour period shall begin when a vehicle first enters a Visitor parking space and the period will not cease when a vehicle temporarily leaves the Visitor space and returns.
4. Use of a Visitor space for more than a seventy-two (72) hour period requires special permission from the Association. To obtain special permission, the homeowner must contact Management and provide the following information:
  - a. The vehicle's tag number;
  - b. The address of the resident being visited;
  - c. The duration of the intended visit.

5. Vehicles in the community for more than twenty (20) consecutive days will be considered resident vehicles and will be required to park in overflow or assigned parking spaces instead of visitor spaces.
6. Open parking spaces are not marked with a lot number or marked "Visitor" and are available to any owner, resident, tenant, guest or invitee on a first come, first served basis.

#### VIII. VIOLATIONS

1. Vehicles will be **towed without notice** for violating any of the above restrictions.
2. No owner or resident may directly engage a tow company to enforce any provision of these guidelines unless a vehicle is parked in that owner's or resident's assigned parking space or blocking their parking space without permission. Any owner or resident engaging a towing company for this purpose is hereby advised that they solely assume all responsibility and liability associated with towing the vehicle.
3. The towing company used will be the Board's decision. Signs are located throughout the property notifying owners and residents that towing is enforced along with the towing company information.

#### Braxton Park Property Owners Association Board of Directors

Duly adopted in writing by the Board of Directors of Braxton Park Property Owners Association on May 29, 2025.

Motion by: Long, Kelly

Seconded by: Hunter, Teresa

#### VOTE:

	IN FAVOR	OPPOSED	ABSTAINED	ABSENT
<u>Cheryl Bennett</u>	X			
<u>Misty Hook</u>	X			
<u>Teresa Hunter</u>	X			
<u>Christopher Kline</u>	X			
<u>Kelly Long</u>	X			
<u>Terri Reinhardt</u>	X			
<u>Manny Rodrigues</u>	X			
<u>Brooke Scott</u>	X			
<u>Zach Williams</u>	X			

Attested by:

Kelly Long  
Secretary

Resolution Effective Date: Mailed by management on

6/23/25  
Amanda St. Clair  
Managing Agent



**BRAXTON PARK PROPERTY OWNERS ASSOCIATION**

**RESOLUTION NO. 2**

**PET POLICY**

**EFFECTIVE**

3/11/19

WHEREAS, Article III, Section 3 (c2) of the Declaration of Braxton Park Property Owners Association (hereinafter "Declaration" and "Association" respectively) grant the Board of Directors ("Board") the power to establish rules and regulations for the use of property as provided in Articles IV and VI; and

WHEREAS, Article VI, Section 1 (k) of the Declaration authorizes the Board of Directors to set forth further restrictions, limitation and requirements for the use, occupancy and appearance of Lots and Living Units; and

WHEREAS, Section 55-515 of the Virginia Property Owners' Association Act (Chapter 26 of the Code of Virginia, the "Act") charges all Lot owners and their tenants, guests and invitees with compliance with the Declaration, Bylaws, Rules and Regulations (the "Governing Documents") of the Association as amended; and

WHEREAS, for the health, safety, welfare, comfort and convenience of all residents, the Board wishes to establish regulations for the enforcement of the policy regarding pets set forth in the Rules and Regulations;

NOW, THEREFORE, BE IT RESOLVED THAT the following pet policies be adopted by the Board:

1. All dogs owned by the residents must be registered with Campbell County. All pets must have and display, as appropriate, evidence of all required registrations and inoculations.
2. Pet owners are responsible for the immediate removal and proper disposal of animal waste from all portions of the Common Areas and Lots within the Association.
3. Pets shall not be permitted outside of the home unless they are carried or leashed.
4. No pet may be leashed to any stationary object on the Common Area or Lot and left unattended.
5. Pet owners are responsible for any property damage, injury or disturbances their pet may cause or inflict.
6. Pets are not permitted within the pool area.
7. Owners who lease their townhome must require within the lease that the tenant comply with these regulations.
8. Pet doors leading to the outdoors are not permitted.
9. Any female pet while in heat shall be kept confined in the townhome by its owner in such a manner that she will not be in contact with another animal, nor create a nuisance by attracting other animals.

10. No pet may be permitted to become a nuisance to other owners. Nuisances shall be defined as, but not limited to:

- a. Pets running at large;
- b. Pets damaging, soiling, defecating on or defiling any private property or the Common Areas;
- c. Pets causing unsanitary, dangerous or offensive conditions;
- d. Pets making or causing noises of sufficient volume to interfere with other residents' rest or peaceful enjoyment of the property.
- e. Causing or allowing any pet to attack, intimidate or otherwise interfere with the freedom of movement of persons on the Common Areas or their own Lot, to chase vehicles, to attack other pets, or to create a disturbance in any other way;
- f. Failing to confine any female animal in heat to prevent the attraction of other animals;

11. Suspected stray pets should be reported to the appropriate Campbell County Animal Control office .

12. All bites, attacks by pets, or diseased animals should be reported to the appropriate officials prior to notifying the Managing Agent.

#### BRAXTON PARK PROPERTY OWNERS ASSOCIATION

#### RESOLUTIONS ACTION RECORD

Duly adopted at a meeting of the Board of Directors held on Feb. 6, 2019.

Motion by: Freddy Black

Seconded by: LaVerne Stark

Officer	Title	Yes	No	Abstain	Absent
Debra Wooten	President	✓			
LaVerne Stark	Vice President	✓			
Freddy Black	Treasurer	✓			
Vernon "Rip" Wooten	Secretary	✓			
Teresa Hunter	Director	✓			
Bill Hunter	Director	✓			
Demond Bolden	Director				✓
Cassidy Williams	Director	✓			
Claire Paulette	Director	✓			

## 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 members of the POA. Your cooperation in adherence to these rules is required 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, Board of Directors and Management Company are not responsible for accidents or injuries.
2. Pool privileges are only extended to homeowners who have a zero balance on their POA account. Any homeowner who becomes delinquent in their account 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. Residents and guests may be asked to show ID upon entering the pool.
4. Pool hours are posted. Using the pool outside of these hours is considered trespassing and could result in arrest or loss of pool privileges indefinitely. The pool may be closed at any time due to weather, breakdown of equipment, or other operational defects.
5. **Gates will automatically lock when the pool hours end.** Key fobs will not work for exiting the pool after pool hours. Anyone in the pool after hours will need to contact Management at the number listed inside the pool to unlock the gate. The townhome owner will be charged \$50 per occurrence to have the gate unlocked after hours.
6. The Braxton Park Board of Directors may suspend pool privileges for any homeowner or tenant at their discretion. Board Members, Management or Pool Monitors may ask an individual to exit the pool area for noncompliance to these rules or any other reason they deem appropriate.
7. Individuals under the age of 18 MUST be accompanied by an adult (18 or over), and the adult MUST remain with the underage individual during the entire visit to the pool.
8. Pool guests must be accompanied by a resident who remains at the pool during the guest's entire visit. One household may host up to four (4) guests per visit to the pool. People of all ages (babies, toddlers, teens, adults, etc.) are considered guests. Residents must be 18 or older to bring guests into the pool area.
9. **DO NOT PROP OPEN THE POOL GATE.** Owners and residents are required to swipe their key fob to gain access to the pool. Do not hold the gate open for other owners entering the

pool – they must swipe their own key fob to enter. Letting other residents into the pool will be considered a violation of the pool rules and pool privileges can be revoked.

10. Pool fobs are not to be shared with or transferred to other individuals.

11. THE FOLLOWING ITEMS ARE NOT PERMITTED INSIDE THE POOL AREA AT ANY TIME:

- \* Glass containers
- \* Alcoholic beverages
- \* Tobacco products
- \* Vapes or similar devices
- \* Pets
- \* Bikes
- \* Skates/Rollerblades
- \* Skateboards
- \* Scooters

12. Coolers and bags will be checked upon entering the pool. No exceptions. Coolers and bags may be checked at any time while inside the pool area. Not allowing a cooler or bag to be checked will result in being asked to leave the bag or cooler outside of the pool area.

13. Proper swimming attire is required. No thong bikini bottoms are permitted.

14. Individuals 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 in the pool.

15. No running, pushing, wrestling, foul language, loud music or causing disturbances is permitted.

16. No food or beverages are permitted in or near the water. Food and beverages within the fenced area must be cleaned up during each visit. No littering. All trash generated by owners and/or guests must be placed in garbage containers.

17. Only soft pool toys will be permitted. When playing with soft pool toys, please use caution not to interfere with other pool patrons. No footballs, soccer balls, basketballs, Frisbees or any other hard objects that may harm any person or damage property are permitted in the pool area.

18. No water balloons are permitted in or around the pool area. This includes the landscaped area outside of the pool fence, and the parking lot around the pool.

19. Only rafts/floats that are designed to hold one person may be used in the pool. Oversized rafts/floats are not permitted.

20. Anyone suffering skin abrasions, infections, contagious diseases, open sores, inflamed eyes, or visible bleeding is not permitted to use of the pool.
21. In the event of inclement weather, swimmers are to clear the pool during the storm and for at least thirty (30) minutes after lightning and/or thunder has ceased. Pool visitors are welcome to stay in the pool area during this time, but are cautioned to remain a safe distance from the water.
22. No parties are permitted at the pool.
23. Braxton Park POA and Management are not responsible for lost, stolen or damaged items at the pool.
24. Any pool property that is damaged by a resident or guest will be repaired at the townhome owners' expense and pool privileges will suspended until the repairs are paid for in full or as determined by the Board of Directors.

**BRAXTON PARK PROPERTY OWNERS ASSOCIATION**

**RESOLUTION No. 4**

**LEASING REGULATIONS**

**EFFECTIVE:** 6/29/17

WHEREAS, §55-513(A) of the Virginia Property Owners' Association Act, Virginia Code §55-808, *et seq.* (the "Act"), grants the Board of Directors ("Board") of Braxton Park Property Owners Association, Inc. ("POA"), the power to establish rules and regulations for the use of the property and with respect to such other areas of responsibility assigned to the POA by the Declaration; and,

WHEREAS, §55-515(A) of the Act charges all lot owners and their tenants, guests and invitees with compliance with the Act, the Declaration, Bylaws and Rules and Regulations of the POA, as amended; and,

WHEREAS, §55-509.3:1 of the Act provides that the association may require lot Owners to provide the Association with the names and contact information of all tenants and authorized occupants under such lease and any authorized agent of the lot Owner, and the vehicle information for such tenants or authorized occupants, and may also require the lot Owner to provide the Association with tenants' acknowledgement of and consent to any rules and regulations of the Association; and

WHEREAS, Article III, §3(c)(2) of the Association's Declaration grants the Board the authority to establish rules and regulations for use of the property as provided in Articles IV and VI; and,

WHEREAS, it is the intention of the Board by this resolution to establish and publish leasing regulations for Owners renting their Living Units (also known as townhomes), and that the Board believes this policy to be in the best interest of the POA.

NOW, THEREFORE, BE IT RESOLVED that the following leasing regulations are hereby adopted by the Board:

1. A written lease shall be required for any Living Unit not occupied by the Owner or an immediate family member, which is defined as a son, daughter, mother, father, brother or sister.
2. The Owner shall provide the names, contact information, and vehicle information (make, model, color and license plate number) of the tenants and authorized occupants under the lease. If a Living Unit is not occupied by the Owner but is the residence of an immediate family member or members (defined above in ¶1), the Owner shall provide the names, contact information and vehicle information (make, model, color and license plate number) of the resident(s).



3. The Owner shall provide the name of any management company or rental agency that manages, oversees or otherwise handles the rental of his Living Unit, if applicable.
4. In the event that an Owner fails to comply with the foregoing regulations a hearing will be scheduled before the Board, which may result in the imposition of the maximum penalty permitted by the Act. Payment of such noncompliance fees shall be the Owner's responsibility.
5. Leases must be in writing for a term of no less than twelve (12) months and shall be for the entire Living Unit. No individual rooms may be rented by the Owner, rental agency or tenants.
6. Owners shall provide to their tenant a copy of the Declaration, Bylaws and Rules and Regulations and provide a signed statement indicating that all tenants are aware of these documents, their contents and that they agree to abide by them. This document shall be kept on file with the POA's management agent.
7. All Owners and their leasing agents shall abide by the **occupancy limit** set forth in the Declaration, stating that Living Units shall be leased to Single Families as defined in Article I, Section 19 of the Declaration, which is defined as, "a single housekeeping unit that includes **not more than three adults who are not legally related,**" (emphasis added).
8. Owners that currently lease their Living Units as of the date of this policy resolution who are not currently in compliance with the occupancy limit may permit their tenants to continue to reside in their townhomes until the date that the lease(s) terminate or renew. At least sixty (60) days prior to the renewal date the Owner shall adjust the lease and the number of residents in order to abide by the occupancy limit or terminate the lease altogether.
9. There are two (2) parking spaces per townhome. Owners that lease their Living Units, or their leasing agents, must make tenants aware of this prior to renting the Living Unit. If tenants have more than two vehicles they may park in overflow parking spaces, which are to be taken on a basis of "first come, first served." Spaces that are not assigned with a townhome number or that are not marked "Visitor" are overflow parking spaces. Tenants may not park in visitor parking spaces at any time. Tenants and their guests must abide by the parking rules. Vehicles illegally parked will be towed at the vehicle owner's expense, in accordance with the Association's Parking Policy.

**BRAXTON PARK PROPERTY OWNERS ASSOCIATION**  
**RESOLUTION ACTION RECORD**

This Resolution was duly adopted at a meeting of the Board of Directors held on  
June 29,, 2017.

Motion by: Wooten

Seconded by: Black

Officer	Title	Yes	No	Abstain	Absent
Teresa Hunter	President	✓			
Vacant	Vice President				✓
Nancy Reynolds	Treasurer	✓			
Debbie Wooten	Secretary	✓			
Freddy Black	Director	✓			
LaVarne Stark	Director	✓			
Vacant	Director				✓
Pat Mitra	Director				✓
Andrew Ulrich	Director				✓

Attest:

Teresa Hunter  
President

## **BYLAWS OF BRAXTON PARK PROPERTY OWNERS ASSOCIATION**

These ByLaws are adopted in accordance with and are subject to the Articles of Incorporation of Braxton Park Property Owners Association (the "Association") and a Declaration of Covenants and Restrictions for Braxton Park ("Declaration"), of even date herewith, and all amendments and supplements thereto. In case of any conflict between these ByLaws and the Articles of Incorporation or the Declaration, the Articles of Incorporation or the Declaration shall control.

### **Article One Membership**

**Section 1.** The Association has the following classes of Members:

Class A. Class A Members shall be all owners of "Living Units" (as defined in the Declaration) in a "Development" (as defined in the Declaration) located in the County of Campbell, Virginia, known as "Braxton Park" (the "Development") shown or established on or by any deed, plat, declaration or other instrument recorded in the Clerk's Office of the Circuit Court of the County of Campbell, Virginia by Braxton Park, LLC, a Virginia limited liability company, its successors and/or assigns, (the "Declarant"), except the Class B Member (as defined in the Declaration) subject to the provisions of the following paragraph. Class A Membership shall be appurtenant to a Living Unit and upon sale, conveyance or other transfer of ownership of a Living Unit the Class A Membership shall pass to the successive Owner or Owners and shall not otherwise be assigned, transferred, pledged, hypothecated, conveyed, or alienated. Upon the transfer of fee simple title to a Living Unit or an interest in a Living Unit, the purchaser or transferee shall give written notice of the transfer to the Secretary of the Association which notice shall contain the name, residence address and mailing address of the transferee and the date of recordation of the deed, will or other instrument by which such title was transferred. The Board of Directors may authorize a form to be used by a transferee of a Living Unit or an interest in a Living Unit for the purpose of notice of the transfer.

Class B. The Class B Member shall be the Declarant (as defined in the Declaration), or any successor or assignee to whom the Declarant assigns any or all of its rights as Declarant pursuant to the Declaration by assignment recorded in the land records of the County of Campbell, Virginia. Such assignment shall only operate as to the land which is owned by such successor or assignee and which is referenced specifically in the instrument of assignment. In the event of the assignment by the Declarant of its rights as Declarant as to less than all of the land in the Development then owned by the Declarant the Class B votes shall be allocated between the Declarant and the assignee as agreed by the Declarant and the assignee and stated in the instrument of assignment. The Class B Membership and Class B voting rights shall cease upon the earliest of the date that the Declarant does not own any vacant or undeveloped land or Lot in the Development or December 31, 2015. Thereafter, the Declarant shall have Class A membership rights for each Lot which it owns. For the purpose of this provision the term "vacant" shall mean both land with no building erected thereon and a Lot upon which Declarant has erected a Living Unit (as defined in the Declaration) that has not been occupied and used as a

residence by Declarant or a tenant or other person occupying a Living Unit with the permission of Declarant. Once a Living Unit on a Lot has been occupied and used as a residence by Declarant or a tenant or other person occupying a Living Unit with the permission of Declarant, the Declarant shall have Class A membership rights and obligations for such Lot whether or not the Class B membership has ceased.

### **Section 2. Voting.**

Class A Members shall be entitled to one vote for each Living Unit owned. The vote for any membership held by more than one person may be exercised by any one of them, provided that no objection or protest by any other holder of such membership is made prior to the completion of a vote. If such protest is lodged prior to the completion of the vote, the vote for such membership shall not be counted, but the Member whose vote is in dispute shall be counted as present at the meeting for quorum purposes if the protest is lodged at such meeting. In no case may a Member be entitled to vote at any meeting who is obligated to the Association for an unpaid assessment or portion thereof as of the date of the meeting.

The Class B Member(s) shall have the number of votes equal to two hundred percent (200%) of the total of the number of Class A votes outstanding at the time the vote is taken. The votes of the Class B Member may be cast at any meeting by any officer, employee or agent of the Class B Member so authorized by a written authorization or proxy executed by any officer of the Class B Member dated prior to the meeting and filed with the Secretary of the Association at or prior to the convening of the meeting. The authorization or proxy of any employee or agent of the Class B Member to cast the votes of the Class B Member may provide that the authorization or proxy may continue for a specified time or until revoked by a written revocation executed by any Manager or Member of the Class B Member filed with the Secretary of the Association.

The votes appertaining to any Living Unit may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Owner, or, in cases where the Owner is more than one person, by or on behalf of all such persons. No such proxy shall be revocable except by actual notice to the persons presiding over the meeting, by the Owner or by any of such persons, that it be revoked. Any proxy shall be void if it is not dated, if it purports to be revocable without notice as aforesaid, or if the signatures of those executing the same have not been witnessed by a person who shall have signed his full name and address. The proxy of any person shall be void if not signed by a person having authority, at the time of the execution thereof, to execute deeds on behalf of that person. Any proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of that proxy, and must be filed with the Secretary before the appointed time of that meeting.

### **Section 3. Assessments.**

Imposition: Assessments provided for in the Declaration shall be set by the Board of Directors. Assessments shall be payable at such time and in such installments as the Board of Directors shall determine. Assessments are a debt to the Association.

Annual Assessment: During the month of October of each year, the Board of Directors

shall determine the amount of Annual Assessment to be assessed for the next fiscal year. Annual Assessments become incurred as of the first day of each fiscal year. Prior to the first day of December of each year the Treasurer shall send to each Class A Member a statement of Annual Assessment due for the next fiscal year and a schedule for payment of such assessment. The Annual Assessment due by a Class A Member upon the initial purchase of a Living Unit by a Class A Member from the Declarant or the Declarant becoming a Class A Member as to a Living Unit (as defined in the Declaration) shall be the prorated portion of the Annual Assessment for the fiscal year in which such purchase or event occurs for the period beginning on the date of purchase or the date the Declarant becomes a Class A Member as to a Living Unit and ending on the last day of the fiscal year.

Special Assessment: The Board of Directors shall determine the amount, and manner of assessment and payment of any Special Assessments. Special Assessments become incurred as of the date adopted by the Board of Directors; however, no assessment or installment payment of a Special Assessment shall be due and payable by a Class A Member sooner than one month following the date of giving of notice of the assessment to the Member by written notice delivered personally or mailed to the last known address of the intended recipient. A majority of votes cast, in person or by proxy, at a meeting of the membership convened in accordance with the provisions of these ByLaws within sixty days of promulgation of the notice of a Special Assessment shall rescind or reduce the special assessment. No director or officer of the association shall be liable for failure to perform his fiduciary duty if a special assessment for funds necessary for the director or officer to perform his fiduciary duty is rescinded by the owners pursuant to this section, and the association shall indemnify such director or officer against any damage resulting from any claimed breach of fiduciary duty arising therefrom.

#### **Section 4. Membership Meetings.**

Regular Meetings: The annual membership meeting shall be held on the third Tuesday in September of each year commencing September 18, 2007.

Special Meetings: Special membership meetings may be called by the President or the Class B Member and shall be called by the President upon a vote of a majority of the members of the Board or receipt of a petition signed by ten or more Class A Members.

Notice: Except as otherwise provided herein, written notice of a meeting shall be sent by the Secretary of the Association no less than fourteen (14) nor more than sixty (60) days prior to the date of a Regular Meeting and no less than seven (7) nor more than sixty (60) days prior to the date of a Special Meeting. The notice of a Special Meeting shall state the purpose of the meeting and no other business shall be transacted. If an amendment of the articles of incorporation, a plan of merger, the sale, lease, exchange or other disposition of all, or substantially all, of the property of the corporation or the dissolution of the corporation is to be acted upon at a meeting, notice of the meeting shall be sent by the Secretary no less than twenty five (25) nor more than sixty (60) days prior to the date of the meeting. Notice to Class A Members shall be given to the Owners who have given notice of their ownership of a Living Unit in accordance with Article One, Section 1 of these ByLaws.

Record Date: The record date for determination of the Class A Members entitled to notice of a meeting shall be a date that is seventy days before the meeting or other action requiring a vote or determination by the Members.

Members List: The Secretary shall make, at least ten days before each meeting (or such longer period that may be required by applicable law) a complete list of the members, with the address of each, arranged by class of membership. For a period of ten days prior to a meeting (or such longer period that may be required by applicable law) the list of members shall be subject to inspection by any member at any time during usual business hours. The list shall be produced and kept open at each meeting and subject to the inspection of any member during the meeting.

Quorum: The quorum for membership meetings shall be twenty percent (20%) of the members holding votes entitled to be cast at such meeting.

Place, Date and Hour: All meetings of the Corporation, whether of the membership or the Directors, shall be held in the County of Campbell at such place, date and hour as may be designated by the person or persons authorized herein to call such a meeting.

**Section 5. Notices to Members.** Any notice given to Members shall be sent by United States mail to all Members at the address of their respective Living Units and to such other addresses as any of them may have designated to an officer of the Association; or as may be provided in the Rules and Regulations adopted by the Association; or notice may be hand delivered by an officer of the Association, provided the officer certifies in writing that notice was delivered to the member.

**Section 6. Distribution of Information by Members.** The Board of Directors shall establish a reasonable, effective and free method for Members to communicate among themselves and with the Board of Directors regarding any matter concerning the Association.

**Section 7. Termination of Membership.**

Resignation: No member may resign or unilaterally terminate a membership.

Lapsing: A membership will be considered as lapsed and automatically terminated upon the sale or transfer of legal title to the Living Unit to which the membership applies. However, such termination shall not relieve the Member of liability for any unpaid assessment or terminate the lien of the Association upon the Living Unit for any unpaid assessment except to the extent provided in the Declaration for the sale or transfer of any Living Unit pursuant to foreclosure of a first priority mortgage or first priority deed of trust.

**Article Two  
Directors and Officers**

**Section 1. Board of Directors.**

Number of Directors: Until the Class B membership ceases the number of directors shall



be not less than two nor more than three. As of the first annual membership meeting after the Class B membership ceases the number of directors shall be nine (9) unless the number of persons eligible and willing to serve is less than nine (9), in which event the number of directors shall be the number nominated and elected at the annual meeting.

Election: The directors constituting the initial board of directors shall be elected by the incorporator pursuant to § 13.1-822, Code of Virginia, and shall hold office until the first annual election of directors. The initial board of directors are not required to be members. Upon and after the first annual election of directors the Board shall be comprised of either members in good standing or persons who may or may not be members designated and approved by the Class B Member.

Term of Office: Directors shall be elected for terms of one year and shall serve until their successors are duly elected.

Elections Committee: Until the Class B membership ceases the Board of Directors shall act as the Elections Committee. After the Class B membership ceases, the Board of Directors shall appoint an Elections Committee consisting of a member of the Board of Directors and at least two other Class A Members at least ninety days prior to each annual meeting of the Association. The Elections Committee shall develop election procedures and administer such procedures as are approved by the Board of Directors.

Nominations: Persons qualified to be Directors may be nominated for election only by a nominating petition submitted to the Chairman of the Elections Committee at least thirty-five days before the annual meeting at which the election is to be held signed by either the Class B Member, a member of the Elections Committee or by Owners representing at least ten percent (10%) of the Class A Members and either signed by the nominee or accompanied by a document signed by the nominee indicating willingness to serve as a member of the Board of Directors; provided, however, that additional nominations may be made from the floor at the meeting at which the election is held for each vacancy on the Board of Directors for which no more than one Person has been nominated by petition. The nominee must either be present and consent to the nomination or have indicated in writing the willingness to serve.

Election: At any election of Directors if the number of nominees is more than nine (9) the nine (9) nominees receiving the highest number of votes each shall be declared elected. If the number of persons nominated and eligible and willing to serve is nine (9) or less, each nominee shall be deemed elected.

Powers and Duties: In addition to the powers and duties set forth in these ByLaws, the Board of Directors shall have and execute all powers and duties granted, authorized or imposed by Chapter 10, Title 13.1, Code of Virginia (the Virginia Nonstock Corporation Act), Chapter 26, Title 55, Code of Virginia (the Virginia Property Owners' Association Act), the Articles of Incorporation and the Declaration.

## **Section 2. Officers.**

**Offices and Election:** The officers of the Association, consisting of the President, Secretary and Treasurer, shall be elected by the Board of Directors at the annual meeting of the Board and serve in their respective capacities both with regard to the membership and its meetings and the Board and its meetings. The Board of Directors may elect a Vice-President at any time. One person may serve as both Secretary and Treasurer.

**President:** The President shall be a member of the Board of Directors and shall preside at all meetings of the membership and of the Board and shall perform such other duties as are incident to his or her office or are properly required of him or her by the Board of Directors.

**Vice-President:** The Vice-President shall be a member of the Board of Directors and shall exercise the authority of the President in his or her absence and perform such other duties as may be assigned to him or her by the President or Board of Directors.

**Secretary:** The Secretary shall be responsible for recording the minutes of the membership and Board meetings and maintaining such other records as may be required of him or her by the President or the Board. He or she shall have charge of the correspondence, notify members of meetings, notify new members of their election to membership, notify officers and directors of their election to office, keep a roll of the members with their addresses, and carry out such other duties incident to his or her office as the President may request or the Board assign. The Secretary shall be either a Class A Member in good standing or designated and approved by the Class B Member but the Secretary is not required to be a member of the Board of Directors.

**Treasurer:** The Treasurer shall collect and receive all monies due or belonging to the Association. He or she shall deposit the same in a bank designated by the Board in the name of the Association. His or her books shall at all times be open to inspection by the Board and he shall report to them at every meeting the condition of the Association's finances and every item of receipt or payment not before reported; and at the annual membership meeting he or she shall render an account of all monies received and expended during the previous fiscal year. There shall be an annual audit of books as directed by the Board. The Treasurer shall be either a Class A Member in good standing or designated and approved by the Class B Member but the Treasurer is not required to be a member of the Board of Directors.

**Section 3. Vote Required to Elect.** At any election of Officers the candidate receiving the greatest number of votes for each office shall be declared elected.

## **Section 4. Meetings.**

**Definition:** "Meeting" or "meetings" means the formal gathering of the board of directors where the business of the Association is discussed or transacted.

**Meetings Open to Members:** All meetings of the board of directors shall be open to all Members of record. The board of directors shall not use work sessions or other informal gatherings of the board of directors to circumvent the open meeting requirements of this section.

Minutes shall be recorded and shall be available as provided in Article 4.

Annual: The annual meeting of the Board of Directors shall be held immediately following the annual meeting of the membership. At the annual meeting the Board shall elect officers of the Association to serve until their successors are duly elected.

Regular: Regular meetings of the Board of Directors shall be held at least four times in each year. At the annual meeting the Board of Directors shall establish a schedule of regular meetings. Written notice of each such meeting shall be mailed by the Secretary at least five (5) days prior to the date of the meeting.

Special: Special meetings of the Board may be called by the President, and shall be called by the Secretary upon the receipt of a written request signed by at least two members of the Board. Written notice of such meeting shall be mailed by the Secretary at least five (5) days and not more than ten (10) days prior to the date of the meeting, or email or facsimile notice shall be transmitted at least three (3) days and not more than five (5) days prior to the date of the meeting. Any such notice shall state the purpose of the meeting and no other business shall be transacted thereat.

Quorum: A quorum for a meeting of the Board shall be a majority of the Board.

Notice: Notice of the time, date and place of each meeting of the board of directors shall be published where it is reasonably calculated to be available to a majority of the lot owners and shall be sent by first-class mail or e-mail to any lot owner requesting such notice. A lot owner may make a request to be notified on a continual basis of any such meetings which request shall be made at least once a year in writing and include the lot owners' name, address, zip code, and any e-mail address as appropriate. Notice, reasonable under the circumstances, of special or emergency meetings shall be given contemporaneously with the notice provided members of the association's board of directors conducting the meeting. Notice given as may be provided in the Rules and Regulations adopted by the Association shall satisfy the requirements of this paragraph.

Conduct: A meeting may be conducted by telephone conference or video conference or similar electronic means if at least two members of the board of directors shall be physically present at the meeting place included in the notice. The audio equipment shall be sufficient for any member in attendance to hear what is said by any member of the board of directors participating in the meeting who is not physically present.

Recording: Any member may make an audio recording of any portion of a meeting required to be open. The board of directors conducting the meeting may adopt rules governing the placement and use of equipment necessary for recording a meeting to prevent interference with the proceedings.

Voting: Voting by secret or written ballot in an open meeting is prohibited except for the election of officers.

**Section 5. Vacancies.** Any vacancies occurring on the Board or among the officers during the year shall be filled for the unexpired term of office by a majority vote of the Board at its first regular meeting following the creation of such vacancy, or at a special Board meeting called for that purpose; except that a vacancy in the office of President shall be filled automatically by the Vice-President if a Vice-President is then serving and the resulting vacancy in the office of Vice-President shall be filled by the Board.

**Section 6. Compensation.** Except as otherwise provided herein, the directors and officers shall serve without compensation. The Board may authorize the reimbursement of expenses actually incurred by a director or officer in the performance of duties of the office and the Members may authorize compensation for the either the Secretary or Treasurer.

**Section 7. Termination.** The election and term of any director or officer who is a Class A Member, other than a director appointed by the Class B Member, shall automatically terminate upon the sale or transfer of legal title to the Living Unit or all Living Units (if the director or officer is the Owner of more than one Living Unit) to which the membership applies

### **Article Three Committees**

**Section 1. Standing Committee.** The Standing Committee shall be the Elections Committee appointed and acting in accordance with Article Two, Section 1, of these ByLaws.

**Section 2. Other Committees.** In addition to the Elections Committee, the Board may at any time appoint committees to advance the work of the Association in such matters as the Board may determine.

**Section 3. Termination and Replacement.** Any committee appointment may be terminated by a majority vote of the full membership of the Board upon three days written notice to the appointee; and the Board may appoint successors to those appointees whose services have been terminated.

### **Article Four Books and Records**

**Section 1. Financial Records.** The association shall keep detailed records of receipts and expenditures affecting the operation and administration of the association. All financial books and records shall be kept in accordance with generally accepted accounting practices.

**Section 2. Minutes.** Minutes shall be recorded of all meetings of the members or the board of directors and retained by the association.

**Section 3. Access.** Subject to the provisions of subsection C of §55-510, Code of Virginia, all books and records kept by or on behalf of the association, including, but not limited to, the association's membership list and addresses, which shall not be used for purposes of pecuniary gain or commercial solicitation, and aggregate salary information of employees of the

association, shall be available for examination and copying by a member in good standing or his authorized agent so long as the request is for a proper purpose related to his membership in the association. This right of examination shall exist without reference to the duration of membership and may be exercised (i) only during reasonable business hours or at a mutually convenient time and location and (ii) upon five days' written notice reasonably identifying the purpose for the request and the specific books and records of the association requested. Prior to providing copies of any books and records to a member in good standing under this section, the association may impose and collect a charge, reflecting the reasonable costs of materials and labor, not to exceed the actual costs thereof.

## **Article Five General Provisions**

**Section 1. Calendar.** The first fiscal year of the Association shall begin on the date the Association first has a Class A member and end on the 31st day of December of that year. Commencing January 1 of the year after the Association first has a Class A member, the fiscal year of the Association shall be a calendar year.

### **Section 2. Amendments.**

Amendments to the Articles of Incorporation may be proposed by a resolution of the Board of Directors recommending the amendment to the members unless the Board of Directors determines that because of conflict of interests or other special circumstances it should make no recommendation and communicates the basis for its determination to the members. The resolution shall be submitted to the membership at a regular or special meeting. The written notice of the meeting shall contain the date, time, and place, and that the purpose of the meeting is to consider the proposed amendment; the notice shall contain or be accompanied by a copy of the proposed amendment. The notice shall be given to each member not less than twenty-five (25) days nor more than sixty (60) days before the meeting. The amendment shall be adopted upon receiving more than two-thirds (2/3) of all votes entitled to be cast by the members voting as a single group.

Amendments to the ByLaws may be made by a majority vote of the Directors at any meeting at which a quorum is present, provided ten (10) days written notice is given to the Directors and Members of any proposed change. The foregoing notwithstanding, ByLaws made by the Members may not be altered or repealed by the Board of Directors without the consent of the Members. Such consent shall be obtained in the same manner as hereinabove provided for an amendment to the Articles of Incorporation. Any ByLaws made by the Board of Directors may be repealed or changed, and new ByLaws made, by a majority vote of the members voting as a single group.

## **Article Five Dissolution**

The Association may be dissolved with the written consent of seventy-five percent (75%) of the Class A Members and the consent of the Class B Member, if any. Prior to the dissolution

of the Association, the assets of the Association shall be offered for dedication to the County of Campbell. In the event that such dedication is refused acceptance, upon dissolution such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to similar purposes.

These ByLaws were adopted by unanimous consent in writing of the Incorporator, the Declarant, and Board of Directors of the Braxton Park Property Owners Association as of the 15<sup>th</sup> day of September 2006.

\_\_\_\_\_  
Secretary



Feinman

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Tax Map No.:  
20B-7-A

**BRAXTON PARK  
DECLARATION OF COVENANTS AND RESTRICTIONS**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS ("Declaration") is made as of the 15<sup>th</sup> day of September 2006, by **BRAXTON PARK, L.L.C.**, a Virginia limited liability company, Grantor, hereinafter "Declarant".

**WITNESSETH:**

WHEREAS, Declarant is the owner of real property located in Campbell County, Virginia, known as "Braxton Park" and described on Exhibit A to this Declaration, and which property is referred to herein as the "Development"; and

WHEREAS, in order to provide for the preservation and maintenance of the Common Area shown on the aforesaid plat and improvements thereon and any additional Common Areas hereafter made subject to this Declaration and to provide for the orderly and cohesive use, preservation and maintenance of Lots and Living Units in the Development, the Declarant desires to subject the Development to the covenants, restrictions, easements, charges, and liens of this Declaration of Covenants and Restrictions, said covenants, restrictions, easements, conditions, and charges running with the real property within the Development; and

WHEREAS, pursuant to § 13.1-814.1, Code of Virginia, the Declarant will incorporate a "community association" to be known as "Braxton Park Property Owners Association" (the "Association") under the laws of the Commonwealth of Virginia to provide a means for meeting the purposes and intents herein set forth.

NOW, THEREFORE, Declarant does hereby declare the real property within the Development to be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, conditions, charges, and liens (hereinafter referred to as "Covenants and Restrictions"), hereinafter set forth, which shall run with the real property within the Development and be binding on all parties having any right, title, or interest in the above-described real property or any portions thereof, their successors and assigns, and shall inure to the benefit of each Owner thereof.

AND FURTHER, the Declarant intends to delegate and assign to the Association the powers of owning, maintaining, and administering Common Areas, administering and enforcing the Covenants and Restrictions, collecting and disbursing the assessments and charges hereinafter created, and promoting the preservation and enhancement of the property values, amenities, and opportunities in the Development.

Prepared by: Fralin, Feinman, Coates & Kinnier, P.C.  
2104 Langhorne Road  
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## ARTICLE I DEFINITIONS

Unless the context clearly indicates to the contrary, the terms listed below shall be construed in accordance with the following definitions:

Section 1. "Approval" shall mean and refer to the issuance by any public agency of written approval, or any written waiver of approval rights, or a formal letter stating "no objection."

Section 2. "Assessable Unit" shall mean and refer to any real property within the Properties that is subject to assessments, as provided in Article V.

Section 3. "Association" shall mean and refer to Braxton Park Property Owners Association, its successors and assigns.

Section 4. "Book of Resolutions" shall mean and refer to the document containing the rules and regulations and policies of the Association as they may from time to time be amended.

Section 5. "Common Areas" shall mean and refer to all portions of the Development and improvements thereon and all interests therein defined or designated as such by recorded plat or other instrument owned or controlled by the Association for the benefit of the Development. Common Area shall include, without limitation, all land and any structures and improvements thereon located outside the boundary of any Lot, as described on a plat entitled "Plat Showing Braxton Park – Section 1, 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.

Section 6. "Declaration" shall mean and refer to this Declaration of Covenants and Restrictions and all other provisions herein set forth in this entire document, as supplemented or amended from time to time by Supplementary Declaration.

Section 7. "Declarant" shall mean and refer to Braxton Park, L.L.C., its successors and assigns; provided, however, that no successor or assignee of the Declarant shall have any rights or obligations of the Declarant hereunder unless such rights and obligations are specifically assigned by the Declarant by document recorded in the Clerk's Office of the Circuit Court of Campbell County, Virginia, or unless said rights and obligations of the Declarant inure to the successor of Braxton Park, L.L.C., by operation of law. The rights and obligations set forth herein of the Declarant, as Declarant, shall cease when the Declarant or any successor no longer owns any Lot or December 31, 2016, whichever is sooner.

Section 8. "Development" shall mean and refer to all real property described on Exhibit A to this Declaration together with the potential land that may become a part of the Development as described on Exhibit B attached hereto to the extent annexed and subjected to this Declaration as amended or supplemented in accordance with Article II hereof.

Section 9. "Founding Documents" shall mean and refer to the Articles of Incorporation of the Association, this Declaration, and the Bylaws of the Association, all as initially drawn by the Declarant and filed or recorded as the case may be, and all as may be duly amended from time to time.

Section 10. "Governing Documents" shall mean and refer collectively and severally to the Founding Documents and the Book of Resolutions, as such may be amended from time to time.

Section 11. "Increment" shall mean any number of Lots with adjoining Living Units shown on a recorded plat of survey or subdivision.

Section 12. "Living Unit" shall mean and refer to a townhouse erected on any numbered lot shown upon any subdivision plat of the Development.

Section 13. "Lot" shall mean and refer to any numbered lot shown upon any subdivision plat of the Development (with the exception of Common Area as heretofore defined).

Section 14. "Members" shall mean and refer to members of the Association, each of whom shall be the Owner of a Lot or the Declarant.

Section 15. "Notice" shall mean and refer to written notice delivered personally or mailed to the last known address of the intended recipient or by email if requested by a Member and the Association has the capacity to transmit and receive email.

Section 16. "Owner" shall mean and refer to the record holder of the fee simple title to any Lot, whether referring to one person or entity or collectively to more than one person or entity who have joint ownership of a Lot. The term "Owner" does not include those having an interest merely as security for the payment or performance of an obligation.

Section 17. "Quorum of Members" shall mean and refer to the representation at a duly called meeting of the Members by presence or proxy of Members who hold at least the minimum percentage of the outstanding Class A votes required by the Bylaws of the Association, and the representation by presence or proxy of the Class B Member, so long as the Class B Member shall exist. In the event a "Quorum of Members" is not present at a duly called meeting of the Members, no action may be taken which requires the vote of a Quorum of Members.

Section 18. "Registered Notice" shall mean and refer to any Notice which has been sent by Certified or Registered U.S. Mail, return receipt requested, to the last known address of the intended recipient and which has been signed for or has been certified by the U.S. Postal Service that delivery was attempted at the aforementioned address. Failure by refusal of an intended recipient to acknowledge or accept such Notice shall nevertheless constitute receipt.

Section 19. "Single Family" shall mean and refer to a single housekeeping unit that includes not more than three adults who are not legally related.

Section 20. "Supplementary Declaration" shall mean and refer to any declaration of covenants, conditions, and restrictions which may be recorded by the Declarant, which amends this Declaration, establishes provisions related specifically to an Increment of Lots upon recordation of the subdivision plat of such Increment and/or expands the Development beyond the land which is initially subjected to the Declaration.

## ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 1. The Development. The Development is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration. The Development is to be subdivided by Declarant into Lots and Common Areas in increments by means of subdivision plats to be made and recorded by Declarant from time to time.

Section 2. Additions to the Development. The Declarant shall have the unilateral right to subject to the Declaration any additional property that lies within the property described in Exhibit B to this Declaration by a subdivision plat and Supplementary Declaration recorded in the Clerk's Office of the Circuit Court of Campbell County, Virginia.

The Supplementary Declaration which subjects additional property to the Declaration shall describe the real property to be annexed to the scheme of this Declaration and shall state that it is being made pursuant to the terms of this Declaration for the purpose of annexing the property described in the Supplementary Declaration to the scheme of this Declaration and extending the jurisdiction of the Association to cover the real estate so described in such Supplementary Declaration.

The Declarant is not required to add to the Development any or all of the property described in Exhibit B to this Declaration, nor to improve any portion of such lands unless and until a Supplementary Declaration is filed by the Declarant for such property which subjects it to this Declaration. Thereupon, the Declarant shall then be obligated to complete development of the portion of the Properties annexed by the Supplementary Declaration.

### ARTICLE III THE ASSOCIATION

Section 1. Organization. The Association shall be a nonprofit, non-stock corporation organized and existing under the laws of Virginia as a "community association" as defined in §13.1-814.1, Code of Virginia, and as a "property owners' association" pursuant to Chapter 26, Title 55, Code of Virginia, and charged with the duties and vested with the powers prescribed by law and set forth in the Governing Documents, as such may be amended from time to time.

#### Section 2. Membership.

(a) Member's Rights and Duties. Each Member shall have the rights, duties, and obligations set forth in the Governing Documents. All Owners must be Members of the Association and the Association may not discriminate by race, creed or sex with regard to Membership, or any rights, duties or obligations of Members.

(b) Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners except the Class B Member. Class A Members shall be entitled to one vote for each Lot owned. Class A membership shall be appurtenant to a Lot and shall not be assigned, transferred, pledged, hypothecated, conveyed, or alienated in any way except as provided in the Governing Documents.

Class B. The Class B Member shall be the Declarant, or any successor or assignee to whom the Declarant assigns any or all of its rights as Declarant pursuant to this Declaration by assignment recorded in the land records of Campbell County, Virginia. Such assignment shall only operate as to the land which is owned by such successor or assignee and which is referenced specifically in the instrument of assignment. The Class B Member(s) shall have the number of votes equal to two hundred percent (200%) of the total of the number of Class A votes outstanding at the time the vote is taken. In the event of the assignment by the Declarant of its rights as Declarant as to less than all of the land in the Development then owned by the Declarant the Class B votes shall be allocated between the Declarant and the assignee as agreed by the Declarant and the assignee and stated in the instrument of assignment.

The Class B membership and Class B voting rights shall cease upon the earliest of the date that the Declarant does not own more than twenty-five percent (25%) of the Lots in the Development or December 31, 2016. Thereafter, the Declarant shall have Class A membership rights for each Lot that it owns. For the purpose of this provision the term "vacant" shall mean a Lot with no building erected thereon and a Lot upon which Declarant has erected a building that has not been occupied and used as a residence by a tenant of Declarant. Once a building on a Lot has been occupied and used as a residence by a tenant of Declarant, Declarant shall have Class A membership rights and obligations for such Lot whether or not the Class B membership has ceased.

(c) Exercise of Vote. The vote for any membership held by more than one person may be exercised by any one of them, provided that no objection or protest by any other holder of such membership is made prior to the completion of a vote. If such protest is lodged prior to the completion of the vote, the vote for such membership shall not be counted, but the Member whose vote is in dispute shall be counted as present at the meeting for quorum purposes if the protest is lodged at such meeting.

### Section 3. Board of Directors.

(a) Composition. The number of Directors and method of selection of Directors shall be as provided in the Bylaws; provided, however, that the Class B Member shall be entitled to appoint the number of Directors sufficient to constitute a majority of the Directors until the Class B membership has ceased.

### (b) Extent of Power.

(1) The Board of Directors shall have all powers to conduct the affairs of the Association which are enabled by law or the Governing Documents and which are not specifically reserved to Members or the Declarant by said Documents.

(2) The Board of Directors shall exercise its powers in accordance with the Governing Documents.

(c) Powers and Duties. By way of example and without limiting the generality thereof, the Board shall have the power and obligation to perform the following duties:

(1) To acquire, own, hold, improve, maintain, and manage in the name of and on behalf of the Association the Common Areas for the benefit of the Members in connection with the affairs of the Association, except the acquisition, mortgaging, or disposal of Common Area and/or improvements shall be subject to the provisions of Articles II and IV of this Declaration, any applicable County Ordinance, regulation and the Code of Virginia; and

(2) To establish rules and regulations for the use of property as provided in Articles IV and VI and to review, modify, and approve architectural standards adopted by the Architectural Review Board; and

(3) To fix, levy, and collect assessments as provided in Article V; and

(4) To grant and convey easements over and across the Common Area as may become necessary and as provided in Article VII; and

(5) To employ, enter into contracts with, delegate authority to, and supervise such persons or entities as may be appropriate to manage, conduct, and perform the business obligations and duties of the Association; and

(6). To perform acts, as may be reasonably necessary or appropriate, including bringing suit, causing a lien to be filed or enforced, suspending membership rights, or enforcing or effectuating any of the provisions of the Governing Documents;

Section 4. Fidelity Bonds. The Association may obtain fidelity coverage against dishonest acts on the part of Directors, officers, managers, employees, or agents responsible for handling funds collected and held for the benefit of the Association.

Section 5. Insurance. The Association shall maintain hazard insurance policies for 100% of the replacement cost of any improvements on the Common Areas and a comprehensive policy of public liability insurance covering the Common Areas.

#### ARTICLE IV COMMON AREA

Section 1. Obligations of the Association. The Association, subject to the rights of the Members set forth in this Declaration, shall be responsible for the management and control for the benefit of the Members of the Common Areas and Open Areas conveyed to it, including open spaces, private streets or alleys, parking areas, sidewalks and all improvements thereon or related to or serving any Common Area (including without limitation landscaping, paving, drainage facilities, signs, street lights, furnishings, and equipment related thereto), and shall keep the same in good, clean, attractive, and sanitary condition, order and repair in compliance with standards established by the Board of Directors.

Section 2. Additional Rights of the Association. The Board of Directors may authorize additional activities including, without limitation, the cleaning and maintenance of any portion of public rights-of-way within or abutting the Development located between the exterior boundary of the right-of-way and the paved or improved portion of the right-of-way, garbage and trash removal from the Common Areas or other portion of the Development (including Lots) and maintenance and cleaning of the roofs, decks and exterior of Living Units, party walls between adjoining Living Units and that portion of Lots not occupied by Living Units to the extent the Board of Directors shall determine from time to time.

Section 3. Easement of Enjoyment. Subject to the provisions herein, every Owner shall have a right and nonexclusive easement of access in and to the Common Areas, which shall be appurtenant to and shall pass with the title to every Lot, and every member shall have a right of enjoyment of the Common Areas subject to the provisions of Section 4 of this Article IV.

Section 4. Extent of Members' Easement. The Members' easement of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to convey or transfer, all or any part of the Common Areas, subject to the prior approval of Campbell County to the extent required by applicable law or regulation, the assent of sixty-seven percent (67%) of the Class A Members and the approval of the Class B Member;

(b) The right of the Association to regulate and limit the use of the Common Areas for the benefit of Members and the overall integrity of the Development;

(c) The right of the Association to establish rules and regulations for the use of the Common Areas;

(d) The right of the Association, at any time or times, consistent with the then existing zoning ordinances of Campbell County, and pursuant to a recorded subdivision or resubdivision plat approved by Campbell County, to transfer or exchange part of the Common areas to the Declarant or a Builder or Owner or at the direction of the Declarant for the purpose of adjusting Lot lines or otherwise in connection with the orderly subdivision and development of the Development, provided that:

(1) such transfer or exchange shall not reduce the portion of the Development set aside for Open Space by more than 10% of the total area of the Development set aside for Open Space,

(2) all Lots which were adjacent to Common Area prior to such transfer shall remain adjacent to Common Area after such transfer; and

(3) the adjustment shall not materially alter the nature of the Common Area.

Section 5. Delegation of Use. Any Member may delegate to a tenant or to the Member's or tenant's family and guests his right of enjoyment to the Common Area and facilities subject to such general regulations as may be established from time to time by the Board of Directors, and included within the Governing Documents.

Section 6. Title to Common Area. The Declarant hereby covenants that areas which the Declarant conveys to the Association as Common Areas shall be free and clear of liens and financial encumbrances at the time of conveyance. Partition of Common Areas among Members is prohibited.

Section 7. Amendment by Declarant. It is the intention of the Declarant to develop and build the Development in sections containing increments of any number of Lots with adjoining Living Units by recording a plat of survey or subdivision describing and locating one or more such increments. The Declarant may alter, change or amend the designation, size or dimensions of any portion of Common Area shown on any recorded plat of survey or subdivision of any section in any manner and to any extent until a Lot in such section is conveyed to an Owner. Subject to any right of approval on the part of Campbell County, the Declarant may unilaterally amend the subdivision plat of any such



section to add or convert any portion of the Common Area which constitutes Open Space to a Lot or other form of Common Area, including private streets or alleys, until all Lots in such increment are sold to Owners or the Common Area designated on the recorded plat or plats of such increment has been conveyed to the Association. Any such alteration, change, amendment, addition or conversion shall be subject to the conditions and limitations set forth in Section 2 of ARTICLE II of this Declaration as amended and shall be accomplished by recordation of an amended subdivision plat of such increment approved by Campbell County, Virginia.

## ARTICLE V COVENANT FOR ASSESSMENTS

Section 1. Creation of a Lien and Personal Obligation for Assessments. The Declarant hereby covenants and each Owner of any Lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association such Annual and Special Assessments as are established herein and paid in the manner hereinafter provided.

All such assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made and, except as provided in Section 2 of this Article V, no sale or transfer of any Lot shall affect the assessment lien. Each such assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the person who is the Owner of such property at the time the assessment becomes due but shall not pass as a personal obligation to a successor in title unless expressly assumed by them. The lien of any assessment may be perfected and enforced in accordance with § 55-516, Code of Virginia, 1950, as amended, or any other applicable law.

Section 2. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first priority mortgage or first priority deed of trust. The sale or transfer of any Lot pursuant to foreclosure of a first priority mortgage or first priority deed of trust or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 3. Method of Assessment. All assessments shall be levied by the Association against Lots, and collected and disbursed by the Association. The Board of Directors shall fix the amount of the assessments and set the dates such assessments shall become due.

Section 4. Annual Assessments. Annual Assessments shall be payable in such installments as the Board of Directors may determine but not less frequently than quarterly.

Assessments shall be used to improve, maintain, and operate the Common Areas and facilities, the periodic cleaning and caulking of the exterior walls of Living Units and the periodic repair and replacement of exterior decks, roofs and gutters of all Living Units and shall include the funding of appropriate reserves for future maintenance, repair, and replacement.

Until the first day of the fiscal year following commencement of assessments, the maximum Annual Assessment rate for one year shall be \$840.00.

From and after the first day of the fiscal year immediately following the commencement of assessments, the Board of Directors may increase the maximum each year by not more than ten percent (10%) of the maximum for the current fiscal year.

Such increase shall become effective the first day of the next fiscal year. From and after the first day of the fiscal year immediately following the commencement of assessments, the maximum may be increased above the amount which can be set by the Board with the affirmative vote of a majority of the Class A Members who are present and voting, in person or by proxy, at a meeting at which a Quorum of Members is present, and with the consent of the Class B Member, if Class B membership has not ceased.

#### Section 5. Special Assessments.

##### (a) Maintenance of Party Walls.

(1) General Rules of Law to Apply. Each wall which is built as a part of the original construction of any Living Unit in the Development subject to this Declaration and placed on the dividing line between Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(2) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

(3) Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may repair or restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of repair or restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(4) Weatherproofing. Notwithstanding any other provisions of this Section, any Owner who by his negligent or willful act causes the party wall to be exposed to the

elements shall bear the whole cost of furnishing the necessary protection against such elements.

(5) Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to and run with the land and shall pass to such Owner's successors in title.

(6) Association's Right to Repair and Maintain. In the event that any Owner shall fail to maintain a party wall in a manner satisfactory to the Board of Directors, the Association, after thirty (30) days' prior written notice to such Owner, and upon affirmative vote of a majority of the Board of Directors, shall have the right (but not the obligation), through its agents and employees, to enter upon such Lot and adjoining Living Units and to repair, maintain, and restore the party wall. The cost of such repair and maintenance shall be a Special Assessment to which such Lot is subject.

(b) Capital Improvement Assessment. The Association may levy in any assessment year a Special Assessment against Lots, applicable to that year and payable over not more than the next three (3) succeeding years, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, any major and/or extraordinary cleaning of exterior surfaces and roofing and gutter work of any Living Unit or other specified purpose, provided that any such assessment shall require the affirmative vote of two-thirds of the Class A Members who are present and voting, in person or by proxy, at a meeting at which a Quorum of Members is present, and the consent of the Class B Member, if Class B membership has not expired.

(c) Restoration Assessment. The Association may levy a Restoration Assessment upon any Lot whose Owner fails to maintain such Lot, as provided in Article VI, Section 2, or who fails to provide such maintenance funds as may be required by the Supplementary Declaration for such Lot. Restoration Assessments shall be limited to the amount necessary to meet the cost of restoration or deficiency in required funds and the cost of collection thereof.

Section 6. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment installment not paid within thirty (30) days after the due date shall be delinquent. Thereupon, the Association shall provide Notice of such delinquency as provided by law and may (a) declare the entire balance of such Annual or Special Assessment due and payable in full; (b) charge interest from the due date at a percentage rate equal to the lesser of eighteen percent (18%) per annum or the maximum rate then permitted by law, such rate to be set by the Board for each Assessment period; (c) charge a penalty to be set by the Board of Directors not exceeding twenty percent (20%) of the installment; (d) mail Notice to the Owner, by certified mail, at the Owner's last known address that in the event payment with accrued interest and penalties are not paid within ten (10) days from the date such Notice is mailed, then the lien provided for herein shall be perfected by recordation of a Memorandum of Lien at the Clerk's Office of the Circuit

Court for the City of Lynchburg, Virginia; and (e) upon Registered Notice to the Owner or Occupant of the Lot, suspend the right of such Owner or Occupant to vote until the assessment, accrued interest, penalties, and costs of collection are paid in full.

## ARTICLE VI USE OF PROPERTY

### Section 1. Protective Covenants.

(a) Nuisances. No nuisance shall be permitted to exist or operate upon any of the Properties so as to jeopardize property values or be detrimental to the well being of Members.

(b) Restriction on Further Subdivision. No Lot upon which a Living Unit has been constructed shall be further subdivided or separated into smaller Lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by an Owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary line disputes and similar corrective instruments, easements to public agencies or authorities, or for utilities.

(c) Conditions for Architectural Control. No improvements, alterations, repairs, change of exterior colors, excavations, changes in grade, or other work which in any way alters the exterior of any Lot or Living Unit or the improvements located thereon from its natural or improved state existing on the date such property was first conveyed to an Owner by the Declarant shall be made or done without the prior approval of the Board of Directors.

(d) Residential Use. All Lots and Living Units shall be used, improved, and devoted exclusively to residential use, except home occupations may be pursued if permitted by Campbell County and approved in writing by the Board of Directors, subject to rules and regulations adopted by the Board of Directors to prevent unreasonable adverse impact on adjacent Lots and Living Units. Nothing herein shall be deemed to prevent an Owner from leasing a Living Unit to a Single Family, provided such lease shall be in writing and subject to all of the provisions of the Governing Documents with any failure by a lessee to comply with the terms of the Governing Documents constituting a default under the lease.

(e) Vehicles. Parking, use and storage of all vehicles and recreational equipment within the Development shall be subject to the rules and regulations adopted by the Board of Directors.

(f) Satellite dishes with a diameter of more than eighteen (18) inches are prohibited, unless approved in writing by the Board of Directors. All dishes must be mounted on the rear of a Living Unit and no dish shall be mounted on a roof or affixed to a gutter or downspout.

(g) Signs. No signs of any type shall be displayed to public view on any Lot, Common Area or Open Area without the prior written approval of the Board of Directors, except customary name and address signs meeting standards established by the Board of Directors and real estate sale signs of the usual and customary size and design utilized by Realtors for placement on residential lots which shall be removed immediately when a binding contract or lease has been entered into for the Lot.

(h) Fences, Walls and Enclosures. No fences, walls or other enclosures may be erected on any Lot without written approval of Declarant.

(i) Surfacing of Driveways and Entrances. All driveways or vehicle entrances on lots shall be surfaced with asphalt or concrete.

(j) Leases. All leases of Living Units within the Development shall be for a minimum of twelve (12) months. Leases shall be valid only if the tenant acknowledges receipt of a copy of 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.

(k) Rules and Regulations. The Rules and Regulations adopted by the Board of Directors may set forth further restrictions, limitations and requirements for the use, occupancy and appearance of Lots and Living Units.

(l) Exceptions. The Board of Directors may permit exceptions to any prohibitions or requirements expressed or implied by this section, provided that Board can show good cause and acts in accordance with adopted guidelines and procedures. So long as the Declarant is engaged in developing or improving any portion of the Development, it shall be exempted from Rules and Regulations affecting movement, disposition, and storage of building materials and equipment, erection and maintenance of directional and promotional signs, and conduct of sales activities, including maintenance of model Living Units.

## Section 2. Maintenance of Property.

(a) Owner Obligation. To the extent that exterior maintenance is not undertaken by the Association pursuant to Section 2 of Article IV or otherwise provided for in this Declaration or a Supplementary Declaration, the Owner of each Lot and Living Unit shall keep the Lot and Living Unit and all improvements therein or thereon, including party walls, in good order and repair, free of debris, all in a manner and with such frequency as is consistent with good property management.

(b) Failure to Maintain. In the event an Owner of any Lot and Living Unit in the Development shall fail to maintain the Lot and the improvements situated thereon as provided herein, the Association, after Notice to the Owner and approval by two-thirds (2/3) vote of the Board of Directors, shall have the right to enter upon said Lot to correct drainage and to repair, maintain, and restore the Lot and the exterior of the Living Unit

and any other improvements erected thereon. All costs related to such correction, repair, or restoration shall become a Restoration Assessment upon such Lot and as such shall be regarded as any other assessment with respect to lien rights of the Association and remedies provided for herein for nonpayment.

### Section 3. Resale of Lots.

(a) Reference to Declaration. The deed or instrument transferring title to any Lot shall contain a provision incorporating by reference the Covenants and Restrictions set forth in this Declaration as well as any applicable Supplementary Declaration. Failure of any such deed to insert such provision in a deed shall not to any extent limit, abrogate or affect the applicability of such Covenants and Restrictions to any Lot.

(b) Notification. Further, the contract seller of a Lot shall disclose in the contract that the Lot is in a development subject to the Virginia Property Owners' Association Act and, more than fourteen days prior to the closing date, notify the Board of Directors of the name and address of the contract purchaser and the scheduled date and place conveyance will be accomplished (the "closing date"). The seller shall be provided a disclosure packet pursuant to §§ 55-511 and 55-512 of the Code of Virginia, 1950, as amended, which packet shall include a statement of any assessments and charges due upon such Lot as of the closing date whether there are violations of the Governing Documents as to the Lot as of the date of preparation of such packet.

## ARTICLE VII EASEMENTS

Section 1. Easements for Encroachments and Support. Each Lot, Living Unit and the property included in the Common Area shall be subject to an easement for encroachments created by the construction, settling, and overhangs of Living Units and other structures designed or constructed by the Declarant. A valid easement for said encroachments and the maintenance of same, so long as it stands, shall and does exist. In the event that the Living Unit on a Lot shall be partially or totally destroyed, and then rebuilt, the owner of the Lot so affected agree that minor encroachments of parts of the adjacent Living Units due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist. Every portion of a Living Unit contributing to the support of an abutting Living Unit shall be burdened with an easement of support for the benefit of such abutting Living Unit.

### Section 2. Utility Easements.

(a) There is hereby created and granted to the provider thereof an easement upon, across, over, through, and under the Development, including but not limited to Lots and Common Areas, for ingress, egress, installation, replacement, repair, operation (including reading and checking meters), inspection and maintenance of all utility and service lines and systems, including, but not limited to, water, sanitary sewers, storm water drainage, gas, telephones, electricity, television, cable, or communication lines and systems.

(b) Notwithstanding anything to the contrary contained in this Section 2: (1) no sanitary sewers, storm water drainage facilities, electrical lines, water lines, gas lines, or other utility service lines or facilities for such utilities may be installed or relocated on said premises except as approved or granted by the Declarant prior to the termination of the Declarant's rights or by the Association thereafter, and (2) this paragraph shall not be construed to apply to the relocation, installation, or removal of utility lines within a Lot which serve only that Lot.

(c) This Section 2 shall in no way affect any other existing recorded easements on the Development.

Section 3. Declarant's Easements to Correct Drainage. For a period of five (5) years from the date of submission of each Lot to this Declaration, the Declarant reserves an easement and right on, over, and under the ground within each Lot to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety, and appearance. Such right expressly includes the right to cut any trees, bushes, or shrubbery, to perform any grading of the land, or to take any other similar action reasonably necessary, following which the Declarant shall restore the affected property to its original condition as nearly as is practicable. The Declarant shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Declarant an emergency exists which precludes such notice.

Section 4. Construction Easements and Rights. Notwithstanding any provision of this Declaration or of any Supplementary Declaration, so long as the Declarant is engaged in developing or improving any portion of the Development, the Declarant and its contractors, employees, agents, and assigns shall have an easement of ingress, egress, and use over any portion of the Development not conveyed as a Lot to an Owner for occupancy for (1) movement and storage of building materials and equipment, (2) erection and maintenance of directional and promotional signs, and (3) conduct of sales activities, including maintenance of model residences. Such easement shall be subject to such rules as may be established by the Declarant to maintain reasonable standards of safety, cleanliness, and general appearance of the Development.

Section 5. Easement to Inspect. There is hereby created an easement in favor of the Declarant and the Association for ingress and egress on any Lot (a) to inspect such property for alleged violations of the Governing Documents, based on formal, written complaints, and/or compliance with architectural standards and/or approved plans for alterations and improvements and (b) to perform such maintenance as is required by this Declaration for such property, provided the Owner is given written notice of the purpose and time of inspection at least three (3) days in advance thereof and such inspection is performed during reasonable hours.

Section 6. Easement for Governmental Personnel. A right of entry on the Development is hereby granted to authorized governmental employees and agents,

including law enforcement officers and fire and rescue personnel, as is needed to carry out their duties, including enforcement of cleared emergency vehicle access.

Section 7. Easement for Landscaping, Signs, and Related Purposes. There shall be and is hereby reserved to the Declarant, for so long as it retains its rights as Declarant, a nonexclusive easement over all Lots and Common Areas for a distance of five (5) feet from a street (whether public or private) or parking area for the purpose of erecting and maintaining street intersection signs, directional signs, temporary promotional signs, plantings, street lights, entrance features and/or related landscaping. Exercise of this easement will be with the consent of the Owner of the affected Lot, or the Board of Directors of the Association if the said Owner does not consent.

## ARTICLE VIII GENERAL PROVISIONS

Section 1. Duration. The Covenants and Restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty-five (25) years, unless the Covenants and Restrictions are expressly terminated by an instrument signed by not less than seventy-five percent (75%) of the Class A Members and the Class B Member. A termination must be approved by Campbell County, Virginia, and be recorded in the Clerk's Office of the Circuit Court of said County in order to become effective.

Section 2. Amendment. As to any Section of the Development, the Declarant may amend this Declaration in any manner and to any extent until a Lot in the Section is conveyed to an Owner. As to those areas of the Development not subdivided into Lots by a recorded subdivision plat of a Section, the Declarant may amend this Declaration in any manner and to any extent until any portion of such area is subdivided by a recorded subdivision plat into a Section and a Lot in that Section is conveyed to an Owner. For a period of three (3) years after the recording of this Declaration, the Declarant may make any amendment unilaterally which is required by Campbell County, Virginia, by the execution and recordation of such amendment following Registered Notice to all Owners. Otherwise, any amendment must be approved by a majority of the Class A Members present and voting in person or by proxy at a meeting of the Members after notice that sets forth the amendment and by the Class B Member. At such time as the Class B membership ceases, any amendment must be approved by more than two-thirds of the Class A Members present and voting in person or by proxy at a meeting of the Members after notice that sets forth the amendment. Any amendment must be approved by Campbell County, Virginia, to the extent required by applicable ordinance and recorded in the Clerk's Office of the Circuit Court of Campbell County, Virginia, in order to become effective.

Section 3. Enforcement. The Association, the Declarant, any Owner or Campbell County, Virginia, as their interests may appear, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens,



and charges now or hereafter imposed by the provisions of this Declaration and of Supplementary Declarations. Failure to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Certain Rights of the Declarant. For such time as the Declarant shall own Lots, its rights and interests shall not be prejudiced by any of the following actions unless it shall, in writing, join in such actions:

There shall be no amendments to the Founding Documents which:

- (a) Discriminate or tend to discriminate against its rights as an Owner;
- (b) Change Article I, Definitions, in a manner that alters its rights or status;
- (c) Alter the character and rights of membership or the rights of the Declarant as set forth in Article III;
- (d) Alter previously recorded or written agreements with public or quasi-public agencies as regards easements and rights-of-way;
- (e) Deny the right to convey Common Area to the Association so long as such Common Area lies within the land area represented in the Development or Development Limits;
- (f) Alter its rights as set forth in Article III relating to design controls;
- (g) Alter the basis for assessments;
- (h) Alter the provisions of the protective covenants as set forth in Article VI;
- (i) Alter the number or selection of Directors;
- (j) Alter the Declarant's rights as they appear under this Article.

Section 5. Management Contracts. Until such time as the Class B membership expires, the Declarant shall have the right to enter into professional management contracts for the management of the Development; provided, however, that such contracts shall not be for more than three (3) years, and the Association shall have the right to terminate such contracts, with or without cause, upon ninety (90) days' written notice given to the other party, or upon the expiration of the rights of the Declarant as set forth in Article I, Section 7.

Section 6. Limitations. As long as the Declarant has an interest in developing the Development as defined in Article I hereof, the Association may not use its financial resources to defray any costs of opposing the development activities of the Declarant.

Nothing in this Section shall be construed to limit the rights of Members to act as individuals or in affiliation with other Members or groups.

Section 7. Severability. Invalidation of any one of those covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 8. Conflict. In the event of conflict among the Governing Documents, this Declaration shall control, then the Articles of Incorporation of the Association, then the Bylaws, then the Book of Resolutions; except that in all cases where the Governing Documents are found to be in conflict with statute, the statute shall control.

Section 9. Interpretation. Unless the context otherwise requires, the use of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including, without limitation." This Declaration shall be liberally construed in favor of the party seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the Development by providing a common plan for the development thereof. The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

#### ARTICLE X DISSOLUTION OF THE ASSOCIATION

The Association may be dissolved with the written consent of seventy-five percent (75%) of the Class A Members and the consent of the Class B Member, if any. Prior to the dissolution of the Association, other than incident to a merger or consolidation in accordance with Section 3, ARTICLE II of this Declaration, the assets of the Association shall be offered for dedication to Campbell County. In the event that such dedication is refused acceptance, upon dissolution such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to similar purposes.


IN WITNESS WHEREOF, the Declarant, Braxton Park, L.L.C., has caused this Declaration to be duly executed in its name and on its behalf by all of its members and managers this 21 day of September, 2006.

Braxton Park, L.L.C.

By

  
Mark A. Borel, Member/Manager

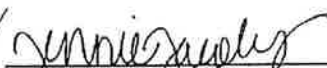
By

  
Gordon T. Cudd, Member/Manager

By   
 Steven H. Behnke, Member/Manager


STATE OF VIRGINIA  
 CITY/COUNTY OF Lynchburg

The foregoing instrument was acknowledged before me this 21 day of September, 2006, by Mark A. Borel as Member/Manager of Braxton Park, L.L.C., on behalf of the company.

My Commission expires: Oct. 31, 2008   
 NOTARY PUBLIC

STATE OF VIRGINIA  
 CITY/COUNTY OF Lynchburg

The foregoing instrument was acknowledged before me this 21 day of September, 2006, by Gordon T. Cudd as Member/Manager of Braxton Park, L.L.C., on behalf of the company.

My Commission expires: Oct. 31, 2008   
 NOTARY PUBLIC

STATE OF VIRGINIA  
 CITY/COUNTY OF Lynchburg

The foregoing instrument was acknowledged before me this 21 day of September, 2006, by Steven H. Behnke as Member/Manager of Braxton Park, L.L.C., on behalf of the company.

My Commission expires: Oct. 31, 2008   
 NOTARY PUBLIC

43006.06

**EXHIBIT A TO  
BRAXTON PARK  
DECLARATION OF COVENANTS AND RESTRICTIONS**

**PROPERTY DESCRIPTION**

All those certain lots or parcels of land, together with the privileges and appurtenances thereunto belonging, located in Campbell County, Virginia, designated and described as all of Lots 1 through 70, inclusive, shown 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 (the "Plat"), and including the Common Area consisting of parcels designated and described on the Plat as follows:

1. The 50' private right of way designated on the Plat as "Logan Lane";
2. The 50' private right of way designated on the Plat as "Rowse Drive;
3. The 0.062 acre tract designated on the Plat as Common Space.

This is part of the same property conveyed from Bank of America, N. A., Executor and Trustee under the Will of W. Logan Rowse, deceased, to Braxton Park, LLC by deed dated June 14, 2005, and recorded in the Clerk's Office of the Circuit Court for Campbell County, Virginia as Instrument No. 050004590.

*The 0.838 tract designated on the Plat as "Outlot 1" and located on the southerly and easterly side of Lot 1, is not part of the Development and shall not be subject to this Declaration of Covenants and Restrictions.*

**EXHIBIT B TO  
BRAXTON PARK  
DECLARATION OF COVENANTS AND RESTRICTIONS**

**PERMITTED ADDITIONS TO THE DEVELOPMENT**

All that certain tract or parcel of land, together with the buildings and improvements thereon and the privileges and appurtenances thereunto belonging, located in College District, Campbell County, Virginia, and being Parcel #A, 28.236 acres, as shown and designated on a plat entitled "Plat Showing the Division of the Property of W. Logan Rowse, College District, Campbell County, Virginia", dated November 14, 1999, made by Hurt & Proffitt, Inc., J. A. Michael Nichols, L. S., recorded in the Clerk's Office of the Circuit Court of Campbell County, Virginia, in Plat Cabinet B, Slide 243, page 1238, LESS AND EXCEPT the property described on Exhibit A to the Declaration of Covenants and Restrictions to which this Exhibit B is attached.

This is part of the same property conveyed from Bank of America, N. A., Executor and Trustee under the Will of W. Logan Rowse, deceased, to Braxton Park, LLC by deed dated June 14, 2005, and f This is part of the same property conveyed from Bank of America, N. A., Executor and Trustee under the Will of W. Logan Rowse, deceased, to Braxton Park, LLC by deed dated June 14, 2005, recorded in the Clerk's Office of the Circuit Court for Campbell County, Virginia as Instrument No. 050004590. recorded in the Clerk's Office of the Circuit Court for Campbell County, Virginia as Instrument No. 050004590.

INSTRUMENT #060007309  
RECORDED IN THE CLERK'S OFFICE OF  
CAMPBELL COUNTY ON  
SEPTEMBER 25, 2006 AT 10:08AM  
DEBORAH E. HUGHES, CLERK

RECORDED BY: SWB

*SWB*

Prepared by: Jester & Jester  
1022 Court Street  
Lynchburg, Virginia 24504

100002480

Tax Map No# Ptn. of 20B-7-A

**BRAXTON PARK  
SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS**

**THIS SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS FOR BRAXTON PARK** ("Supplementary Declaration") is made this May 7, 2010, by **BRAXTON PARK, L.L.C.**, a Virginia limited liability company ("Declarant"), Grantor.

**WITNESSETH THAT:**

**WHEREAS**, Declarant is the owner of the real property described in this Supplementary Declaration; and,

**WHEREAS**, Declarant intends that the property described herein be added to and become subject to the Declaration of Covenants and Restrictions for Braxton Park dated September 15, 2006 and recorded in the Clerk's Office of the Circuit Court of Campbell County, Virginia as Instrument Number 070007309, (the "Declaration"), pursuant to the powers reserved to Declarant in the Declaration; and,

**WHEREAS**, Declarant desires to impose certain covenants and restrictions on the property described in this Supplementary Declaration;

**NOW, THEREFORE**, Declarant hereby declares that all of the real property in Braxton Park – Section 2 shown on the attached plat entitled "**PLAT SHOWING BRAXTON PARK – SECTION 2 COLLEGE MAGISTERIAL DISTRICT CAMPBELL COUNTY, VIRGINIA**" made by Perkins & Orrison, dated May 1, 2007 and revised August 23, 2007, July 2, 2008 and July 14, 2009, is added to and made a part of the development known as Braxton Park and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Declaration. All capitalized terms not defined herein shall have the same meaning as set forth in the Declaration,

**IN WITNESS WHEREOF**, Declarant has caused this Supplemental Declaration to be executed on its behalf by all of its members and managers.

**BRAXTON PARK, L.L.C.**

BY

  
**MARK A. BOREL**, Member/Manager

BY

  
**GORDON T. CUDD**, Member/Manager

BY

  
**STEVEN H. BEHNKE**, Member/Manager

COMMONWEALTH OF VIRGINIA,

To-wit:

CITY/COUNTY OF LYNCHBURG,

The foregoing Instrument was acknowledged before me on this the 10 day of May, 2010, by Mark A. Borel as Member/Manager of Braxton Park, L.L.C. on behalf of the company.

My commission expires: 12/31/2013

Donna Mason  
Notary Public  
Registration No.: 7240403

COMMONWEALTH OF VIRGINIA,

To-wit:

CITY/COUNTY OF LYNCHBURG,

The foregoing Instrument was acknowledged before me on this the 10 day of May, 2010, by Gordon T. Cudd as Member/Manager of Braxton Park, L.L.C. on behalf of the company.

My commission expires: 12/31/2013

Donna Mason  
Notary Public  
Registration No.: 7240403

COMMONWEALTH OF VIRGINIA,

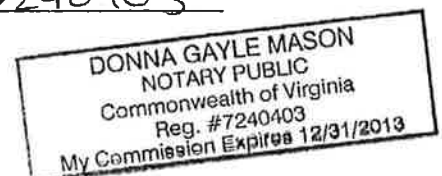
To-wit:

CITY/COUNTY OF LYNCHBURG,

The foregoing Instrument was acknowledged before me on this the 10 day of May, 2010, by Steven H. Behnke as Member/Manager of Braxton Park, L.L.C. on behalf of the company.

My commission expires: 12/31/2013

Donna Mason  
Notary Public  
Registration No.: 7240403





OFFICIAL RECEIPT  
CAMPBELL COUNTY CIRCUIT COURT  
DEED RECEIPT

DATE: 10/23/15 TIME: 13:32:29 ACCOUNT: 031CLR150005237 RECEIPT: 15000013494  
CASHIER: KLR REG: YA23 TYPE: AMEND PAYMENT: FULL PAYMENT  
INSTRUMENT : 150005237 BOOK: PAGE: RECORDED: 10/23/15 AT 13:32  
GRANTOR: BRAXTON PARK PROPERTY OWNERS ASSOCIATION EX: N LOC: CO  
GRANTEE: BRAXTON PARK PROPERTY OWNERS ASSOCAIATION EX: N PCT: 100%  
AND ADDRESS : , .

RECEIVED OF : CHADWICK WASHINGTON

DATE OF DEED: 10/07/15

CHECK: \$21.00 50322

DESCRIPTION 1: FIRST AMENDMENT TO THE DECLARATION OF  
2: COVENANTS AND RESTRICTIONS

PAGES: 2 OP: 0

NAMES: 0

CONSIDERATION: .00 A/VAL:

.00 MAP: 20B 7 A

PIN:

301 DEEDS 14.50 145 VSLF  
106 TECHNOLOGY TRST FND 5.00

1.50

TENDERED : 21.00

AMOUNT PAID: 21.00

CHANGE AMT : .00

CLERK OF COURT: SHEILA BOSIGER

PAYOR'S COPY  
RECEIPT COPY 1 OF 3



150005237

**BRAXTON PARK PROPERTY OWNERS ASSOCIATION  
FIRST AMENDMENT TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS**

THIS AMENDMENT shall serve to revise the Declaration of Covenants and Restrictions for Braxton Park Property Owners Association, executed on September 21, 2006, and recorded as Instrument No. 060007309 in the Campbell County Circuit Court land records.

The Members of the Association having voted and approved the ensuing provision, the Declaration is hereby amended as follows:

Article VIII, Section 3 is hereby repealed and replaced by:

**The Association, the Declarant, any Owner or Campbell County, Virginia, as their interests may appear, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration and of Supplementary Declarations. Failure by an Owner, or such Owner's guests, tenants, invitees or assignees to comply with the terms of this Declaration, the Bylaws or any rules and regulations duly adopted thereto, shall subject such Owner to other penalties that may be established by resolution of the Board of Directors including, but not limited to the imposition of monetary charges. Any such charges shall be imposed in accordance with Section 55-513(B) of the Virginia Property Owners' Association Act, as amended, which requires that an Owner be provided notice, a reasonable opportunity to correct the violation, and an opportunity to be heard and represented by counsel before the Board of Directors prior to the assessment of monetary charges. Failure to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.**

*(Certification on following page.)*

## CERTIFICATION

I hereby certify that the requisite majority of Members voted for and approved the foregoing amendment to the Declaration of Covenants and Restrictions at a meeting of the Association.

10-07-2015

Date

Nathan Joseph

Nathan Joseph, President

Braxton Park Property Owners  
Association

COMMONWEALTH OF VIRGINIA

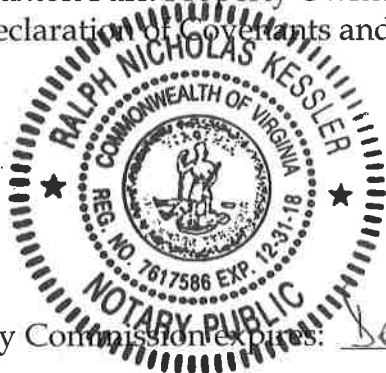
COUNTY OF Lynchburg

}

}

To-wit:

I hereby certify that Nathan Joseph, who was identified to me as the President of Braxton Park Property Owners Association, executed this First Amendment to the Declaration of Covenants and Restrictions in my presence this 7<sup>th</sup> day of <sup>October</sup> ~~August~~, 2015.



R. Nicholas Kessler

Notary Public

My Commission expires:

December 31, 2018

Tax Map No.: 20B-7-A

Prepared by and to be returned to:

✓ Stephen H. Moriarty

Chadwick, Washington, Moriarty,

Elmore & Bunn, PC

25 Library Square

Roanoke, Virginia 24153

INSTRUMENT #150005237  
RECORDED IN THE CLERK'S OFFICE OF  
CAMPBELL COUNTY ON  
OCTOBER 23, 2015 AT 01:32PM

SHEILA BOSIGER, CLERK  
RECORDED BY: KLR