

**Covenant Control Committee Berkeley Commons Homeowners Association
First Request Regarding Our Covenants**

Date: _____

Address number: _____ Fairway View Court Fairway View Lane Creek Ford Drive Lake Ford Circle

Dear _____

This is just a Friendly Reminder of our covenants. If you need any help with the covenant listed below, please check our Website for a list of local services, or give us a call. Thank you.

Covenant: Time To Comply/Description

1. Architectural Approval (Please comply within 3 days) _____

2. Pets: (Please respond within 24 hours) _____

3. Street Parking (Streets and sidewalks must remain clear of vehicles to insure for travelers safe passage for automobiles and pedestrians) _____

4. Commercial/other vehicles : (Please comply within 3 days) _____

5. Trash cans: (Please comply within 24 hours) _____

6. Storage: (Please comply within 3 days) _____

7. Yard (Required to maintain yard at all times to covenant standards) During growing season yard must be mowed/edged/cleaned up and weeded every ten days. Off season, leaves and weeds must be addressed monthly.

8. Mailbox: The curbside mailbox post should be positioned 6-8 inches from the curb and approximately 42-46 inches high measured from the lawn to the top of the installed curbside mailbox, not the top of the post. See full covenants to determine aesthetic requirements per The Lake or The Fairways neighborhood. _____

9. Rentals Prohibited unapproved: _____

Other: _____

We appreciate your compliance to our required covenants. If there is any problem associated with accomplishing the covenant requirements, please contact us and we will work with you in this regard. Further information on Berkeley Commons Homeowners Association Covenants and a description of the process for enforcing covenants and applying fines can be found on our Website: www.MyFairLake.com.

The Berkeley Commons Covenants and Bylaws require that the Homeowners Association and Architectural Control Committee carry out the purposes and exercise the duties specified in the Declaration of Protective Covenants and Restrictions for the Fairways and The Lake at Berkeley Hills. Each homeowner is required to remain in compliance with the Berkeley Commons Homeowners Association covenants which are set forth to protect the character and value of each property and the subdivision neighborhood. Based on these covenants, we found that the following action(s), repair(s), replacement(s) or change(s) are needed to your property in order to remain in compliance with these covenants and bylaws. Please see the provided list of highlights from our covenants or go to www.MyFairLake.com to view full covenants and bylaws.

Representative: _____ Phone: _____

BCHOA PO Box 956382, Duluth, Georgia, 30095

THE BERKELEY COMMONS HOMEOWNERS ASSOCIATION, INC.

Covenant Article and Section Highlights. The following shows excerpts from Berkeley Commons Homeowners Association Covenants. This is not a copy of the full covenants. Full Covenants are available at www.MyFairLake.com

1. ACC APPROVAL for painting, any other exterior changes. **Article IX - SECTION 9.0 Architectural Standards.** Except as provided herein, no Owner, Occupant, or any other person may make any encroachment onto the Common Property, or make any exterior change, alteration, or construction (including painting and landscaping), without first obtaining the written approval of the Architectural Control Committee ("ACC"). The standard for approval of such improvements shall include, but not be limited to, aesthetic consideration, materials to be used, harmony with the external design of the existing buildings, Lots and structures, and the location in relation to surrounding structures and topography.

SECTION 9.01 ACC Approval Procedure. Applications for approval of any such architectural modification shall be in writing and shall provide such information as the ACC may reasonably require. **ARTICLE X SECTION 10.25 Exteriors.** Any exterior paint without limitation, must be approved by the ACC. The approved siding for dwellings is fiber cement siding, brick, rock or stucco. No vinyl siding of any type is permitted.

ARTICLE X - SECTION 10.0 General Statement. Each Owner of a Lot shall be responsible for ensuring that the Owner's family, guests, tenants and Occupants comply with all provisions of this Declaration, the Bylaws and the rules and regulations of the Association.

2. PETS. SECTION 10.05 Pets & Animals. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any property, with the exception of dogs, cats, or other usual and common household pets. in reasonable number. All pets must be housed and attended to in accordance with the Gwinnett County Animal Control Ordinance (Leash required when not confined). No structure for the care of any pet shall be constructed on any part of the Property without prior written Board or ACC approval. Feces left by pets upon any area within the neighborhood, must be removed promptly by the owner or caregiver of the pet. Feces may not be placed in the storm drains.

3. STREET PARKING. SECTION 10.06 Vehicle parking. The term "vehicles," as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, trucks, campers, buses, vans, limousines, and automobiles. Vehicles shall not be parked on any street within the Community.

4. COMMERCIAL VEHICLES. SECTION 10.07 Vehicle storage. No towed vehicle, boat, boat trailer, recreational vehicle, motor home, mobile home, bus, camper, trailer, trucks (except nick-un trucks and sport utility vehicles) or commercial vehicles with or without permanent commercial text, motorcycles, minibike, scooter, go-cart or similar recreational vehicles shall be permitted on any Lot, except if kept in an enclosed garage. All garages must have operable garage doors. Garage conversions shall not be permitted. Garage doors shall be kept closed at all times, except during times of ingress and egress from the garage.

5. GARBAGE CANS. SECTION 10.10 Rubbish, Trash, and Garbage All rubbish, trash, and garbage shall be regularly removed from the Lot and shall not be allowed to accumulate therein. Rubbish, trash, and garbage shall be disposed of in appropriate sealed bags and placed in proper receptacles for collection. All garbage cans, woodpiles, and other similar items shall be located or screened so as to be concealed from view of neighboring streets and property; Containers may be placed in the open on the evening before a pick-up is to be made

6. STORAGE. SECTION 10.12 Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including, but not limited to the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Property, except within a dwelling. Clothing, bedding, rugs, mops, toys, bicycles, appliances, indoor furniture, and other household items shall not be placed or stored outside the dwelling.

7. YARD. SECTION 10.18 Exterior Property Maintenance. Property Owners shall at all times maintain their property in good repair and in a state of neat appearance. All lawns shall be kept mowed and shall not be permitted to grow to a height in excess of three (3) inches. Neat appearance includes edging, weeding, leaf collection and clipping clean up.

8. MAILBOX. SECTION 10.24 Mailboxes and Posts. All mailboxes and posts shall be the same in design and construction as determined and approved by the ACC.

ARTICLE X – (Other highlights)

SECTION 10.22 Tree Removal. No trees that are more than six (6) inches in diameter at a point two (2) feet above the ground shall be removed without the prior written consent of the ACC.

SECTION 10.26 Clotheslines. No exterior clotheslines of any type shall be permitted upon any lot.

SECTION 10.01 Use of Lots Residential Use. Each Lot shall be used for single family residential purposes only.

SECTION 10.03 Subdivision of Lots and Outbuildings. No structure of a temporary character, trailer, boat, tent, shack, carport, garage, barn or other outbuilding shall be erected or used by any Owner or Occupant on any portion of the Property. Due to safety concerns, no basketball goals may be placed in front of the property or visible from the street.

SECTION 10.13 Satellite Dishes. must not be visible from the street.

SECTION 10.15 Air Conditioner. No window air conditioning units may be installed.

SECTION 10.17 Fences. No fence or fencing type barrier of any kind shall be erected, without ACC approval.

SECTION 10.27 Window Treatments. The side of all window treatments which can be seen at any time from the outside of any structure located on a Lot must be white or off white. Garage door windows must be covered with materials designed specifically for garage doors.

SECTION 10.30 Outbuildings and Similar Structures. No structure of a temporary nature, unless approved in writing by the ACC, shall be erected or allowed to remain on any lot.

9. RENTALS PROHIBITED. ARTICLE XI - SECTION 11.0 Leasing General Statement. In order to protect the equity of the individual Lot Owners at the Property, to carry out the purpose for which the Property was formed by preserving the character of the Property as a homogeneous residential community of predominantly owner-occupied homes and by preventing the Property from assuming the character of a renter-occupied apartment complex, and to comply with the eligibility requirements for financing in the secondary mortgage market insofar as such criteria provide that the project be substantially owner-occupied, leasing of Lots shall be governed by the restrictions imposed by this Section. Except as provided within full covenant details, the leasing of Lots shall be prohibited.

ARTICLE XII - SECTION 12.01 Owner's Responsibility. Each Owner shall maintain and keep his or her Lot and dwelling in good repair, condition and order. Each Owner shall perform his or her responsibility hereunder in such manner so as not to unreasonably disturb other Lot Owners.

ANNUAL DUES/ASSESSMENTS. SECTION 6.03 No Exemption. Assessments shall be paid in such manner and on such dates as may be fixed by the Board. No Owner may exempt himself or herself from liability, or otherwise withhold payment of assessments, for any reason whatsoever, including, but not limited to, nonuse of the Common Property, the Association's failure to provide services or perform its obligations required hereunder, or inconvenience or discomfort arising from the Association's performance of its duties.