



REGULATIONS
For
BERKELEY COMMONS

REVISED and AMENDED: March 25, 2011 by the Board of Directors

TABLE OF CONTENTS

Declaration References.....	Page 2
Introduction.....	Page 3
Common Areas.....	Page 3
Fine Structure	Page 4
Use of Property	
Basketball Goals.....	Page 4
Garage Door.....	Page 5
Garage Sales.....	Page 5
Holiday/Seasonal Decorations and or Lights.....	Page 5
Porches, Patios.....	Page 5
Renting/Leasing of Property.....	Page 5
Signs.....	Page 5
Sports Equipment.....	Page 5
Swimming Pools.....	Page 5
Homeowners Responsibilities	
Children.....	Page 6
Garbage Containers.....	Page 6
Garbage and Debris.....	Page 6
Mailbox.....	Page 6
Maintenance of Lot.....	Page 6
Unsightly or Untidy Conditions.....	Page 6
Window Treatments.....	Page 7
Yard Maintenance	Page 7
Major and Minor Landscaping.....	Page 7
Homeowners Rights	
Guns, Weapons, and Noisemakers.....	Page 7
Fireworks.....	Page 7
Offensive Activities.....	Page 7
Quiet Enjoyment.....	Page 7
Parking and Vehicle Requirements	
Auto repairs and Inoperative/unlicensed Vehicles.....	Page 8
Commercial and Recreational Vehicles	Page 8
Parking Restrictions.....	Page 8
Pets and Animals.....	Page 8
Structures.....	Page 9
Violations (Infractions).....	Page 3
Appendix A – Non Compliance Form.....	Page 10-11
Appendix B – Exception to Policy Request.....	Page 12-13

DECLARATION REFERENCES:

Introduction - Recitals 5 & 6, Article II Section 14, 15, Article IV Section 1, Article VI Section 1(a), Article X Section 1, 9, 10, 14, Article IX Section 4 (paragraph 2)

Common Areas – Article I Section 1(I), Article II Section 12, Article IV Section 5, Article V Section 2

Fine Structure – Article VI Section 3, 7, Article IX Section 1, 3, 4, 5, Article X Section 2, 11, Article IV Section 5 (c)

Use of Property - Article II Section I

Basketball Goals - Article I Section 1(T), Article II Section 2

Garage Door

Garage Sales

Holiday/Seasonal Decorations and or Lights

Porches, Patios - Article II Section 13

Renting/Leasing of Property - Article II Section 17

Signs – Article I Section 1 (T)

Sports Equipment – Article I Section 1 (T), Article II Section 2

Swimming Pools - Article I Section 1(T), Article II Section 2

Homeowners Responsibilities

Children- Article IV Section 4, Article IX Section 4 (paragraph 2)

Garbage Containers

Garbage and Debris- Article II Section 13, Article VIII Section 1

Burning of Debris

Mailbox- Article VIII Section 1

Maintenance of Lot- Article VIII Section 1

Unsanitary or Untidy Conditions- Article II Section 13, Article VIII Section 1

Window Treatments

Yard Maintenance - Article II Section 13, Article VIII Section 1, Article IX Section 3, 4, 5(a-c), Article X Section 15

Homeowners Rights

Guns, Weapons, and Noisemakers- Article II Section 5

Fireworks

Offensive Activities/Behavior - Article II Section 5

Quiet Enjoyment- Article II Section 5

Parking and Vehicle Requirements

Auto repairs and Inoperative/unlicensed Vehicles - Article II Section 6, Article IX Section 5(e)

Commercial and Recreational Vehicles – Article II Section 6

Parking Restrictions- Article II Section 6, Article IX Section 5(e)

Pets and Animals - Article II Section 4, 14, Article IX Section 5 (a & d)

Structures – Article I Section 1 (T), Article II Section 2, Article VII, Article IX Section 5

Violations - Article II Section 13(a), 14, Article VI Section 1, 3, 7, Article IX Section 1, 3, 4, 5, Article X Section 2,11

INTRODUCTION

This document further defines and extends some of the rights and authority granted to the Association (Board of Directors) by the Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Berkeley Commons (Declaration). The Declaration authorizes the Association to create Regulations and it further gives the Association the authority to add or amend these documents as the Association deems to be in the best interest of the community. Capitalized terms used in this document shall have the same meaning as the definitions in the Declaration. Should there be any conflicts between these Regulations and the Declaration, the Declaration shall control.

It is the responsibility of each Homeowner to obtain a copy of these documents, to familiarize themselves with them, and to require that their family members, guest, invitees, licensees, and permittees do so as well. The standards established by these three documents are intended to help the Association and its Homeowners maintain a secure and harmonious environment within our community.

To assure compliance with the Declaration, Architectural Guidelines, and this document, the Declaration makes available to the Association remedies to enforce all three documents. Failure on the part of a Homeowner to acquire or to be provided with copies of these documents does not in any way minimize the rights of the Association to enforce the terms. It also does not relieve a Homeowner, their family, their guests, their invitees, their licensees, or their permittees of the obligation to comply with these documents.

COMMON AREAS

The Common Areas that are the responsibility of the Homeowner's Association to maintain are as follows:

- 20' sign easement at front of community on left side as you enter. Included in this area are the sprinkler heads and landscape lighting, and actual sign
- Small pond behind Patriot Lane approximately 1.25 acres.
- Large pond behind Dunning Road approximately 1.82 acres.
- Common Area behind Patriot Lane and 50' drainage easement behind Jamestown homes approximately 2.24 acres.
- Common Area Wetlands behind Jamestown Drive approximately 1.10 acres
- 20' Swale easement behind back loop of Dunning Road approximately 0.15 acres
- All sidewalks within Berkeley Commons Community.

VIOLATIONS (Infractions)

Any violations on a homeowners property noted /verified by Association shall be processed as follows: (Renter as well as Homeowner will receive letters)

- Letter mailed to Homeowner at address on file with Association.
- Letter will identify violation, corrective actions if required, and time frame to comply. Time frame for compliance is in 10 calendar days.
- Letter will list the Association or Management Company's information for contact.

If Homeowner has not complied within the specified time frame then:

- First fine letter will again identify violation, corrective actions if required, and time frame to comply, along with the amount of the fine assessed. Exception to this is for Garage Sale Signs as outlined in Sign section to follow.
- If Homeowner still does not comply, they will continue to receive up to two additional fine letters, each with an increase in the fine amount. See Fine Structure below.

- If after the third fine letter has been sent Homeowner still has not complied, then the Association will review and seek legal action at the Homeowners expense. All expenses will be accessed to the Homeowner's account as outlined in the Declaration Article VI, Section 3 (page 17), and Article X, Section 11 (page 27).

If Homeowner disagrees with the notice:

- It is their responsibility to contact the Association or Management Company listed on the letter within 10 calendar days of date to appeal the violation notice.
- If Homeowner fails to appeal within the 10 day time limit, then the fine accessed will remain on their account.
- Appeals received within the correct time frame will be reviewed by the Association or Management Company and Homeowner will be notified of the decision within a timely manner. The decision of the Association shall then be final and may no longer be appealed.

FINE STRUCTURE

In accordance with the Declaration, the Association may levy an assessment (fine) for Non-Compliance against any Homeowner who fails to comply with a notice of violation of the Declaration, By-Laws, Architectural Guidelines, and these Regulations. The amounts of the fines are determined annually by the Board of Directors and posted on community website under Board of Directors Fine Resolutions.

The mailing of notices is as follows:

- First notice (warning) of violation sent giving time frame to comply.
- If no compliance is noted, then first fine notice is sent along with the noted violation and time frame to comply.
- If no compliance is noted, then second fine notice is sent along with the noted violation and time frame to comply.
- If no compliance is noted, then third and final fine notice is sent along with the noted violation and time frame to comply.
- If after the third fine notice Homeowner still has not complied then the Association will seek legal action to compel Homeowner to comply. All expenses will be accessed to the Homeowners account as outlined in the Declaration Article VI, Section 3 (page 17), and Article X, Section 11 (page 27).

USE OF PROPERTY

- All Lots shall be used for single-family residential purposes only, and no commercial enterprise, business, or business activity shall be carried on or upon any Lot at any time, except with the written approval of the Association. The Association shall at all times have the authority to determine whether an activity falls within the parameters of a commercial enterprise, business, or business activity. It is therefore prudent for a Homeowner to consult the Association prior to commencing any activity or business. An Exception to Policy (Appendix B) request form must be completed and submitted to Association.
- **BASKETBALL GOALS** - No permanent basketball goal are allowed in Berkeley Commons. Temporary basketball goals are permitted under the following conditions only:
 1. The location and/or use of a temporary goal shall not in any way constitute a nuisance or inconvenience to other residents.
 2. Goals may be placed and stored at the end of the owner's driveway. The Homeowner is responsible to keep up the appearance of the goal as well as any damage to landscaping caused by the placement of the goal.

3. Goal shall not create a traffic hazard on the roads within Berkeley Commons and in no way impede the flow of traffic.
 4. Goals may not be used, placed, or stored in the street.
 5. If goal is to be stored on the side of the home, it must be lowered. If goal cannot be lowered then it is to be stored to the rear of the home as to not be seen from the roadway.
- **GARAGE DOORS** - Garage doors are to remain closed if not in use and at all times overnight.
 - **GARAGE SALE**, moving sale, or similar activity may be conducted on Saturdays and Sundays only. Homeowner is responsible to remove all material by 6 pm on evening after completion of activity. No approval from the Board of Directors is necessary for these activities.
 - **HOLIDAY/SEASONAL DECORATIONS AND/OR LIGHTS** – All decorations on a Lot or home shall be removed within 30 days of the end of the holiday. Example Christmas decorations/lights shall be removed by January 30.
 - **PORCHES, PATIOS AND LIKE STRUCTURES** - All exterior front porches, front patios, and other "Structures" of this type, shall be kept free and clear of debris and clutter. Only outdoor furniture of a type appropriate for use shall be used on a permanent basis on these Structures and does not require approval from the Architectural Control Authority committee. The authority to determine what type and quantity of furniture is appropriate and what constitutes excessive debris or clutter shall be that of the Association. All locations on a Lot that can be viewed from the street or have no fences are to be kept clear at all times. No appliances shall at any time be stored on an exterior porch, patio, or other like Structure. **Grills are to be stored in the garage or back yard.**
 - **RENTING/LEASING OF PROPERTY** - All owners shall provide the Association with a copy of the lease of not less than 12 months. Names of all renters shall be provided to Association. Whether or not it is specifically stated in a lease agreement, the Declaration makes all leases subject to the Declaration, By-Laws, Regulations, and Architectural Guidelines. The Declaration requires all tenants, their family members, guests, invitees, licensees, and permittees to comply with these documents and makes the Homeowner responsible for providing the tenant with notice of this fact and the requirements under these documents. **AT NO TIME IS A PROPERTY WITHIN THE COMMONS TO BE RENTED/LEASED AS A BED BREAKFAST TYPE OF RENTAL.**
 - **SIGNS** - No signage advertising or identifying a commercial enterprise, business activity may be displayed on a Lot or from any "Structure" located on a Lot, within any location abutting a private or public road right-of-way within the Properties without the written approval of the Association. An Exception to Policy (Appendix B) request form must be completed and submitted to Association. At no time are "For Rent" signs allowed to be displayed within the community.
 - ❖ Garage Sale Signs may be posted to advertise event, but sign shall be removed no later than 24 hours after the beginning of the event. **If sign is not removed within that time frame Homeowner in violation will receive a fine for non-compliance.**
 - ❖ Vehicles parked on Homeowners Lot may display signage from their current employer only. The Board of Directors shall determine what number and size of sign(s) is appropriate.
 - **SPORTS EQUIPMENT** – No sports equipment: bikes, skateboards, skates, ramps or rails, hockey equipment, scooters, and the like shall be left in Common Areas, sidewalks, or in the streets of the community.
 - **SWIMMING POOLS** - No inflatable pools will be allowed other than in the backyard behind a six (6) foot privacy fence. All above ground or in ground pools shall require the approval of the Association or Architectural Control Authority committee prior to installation. A six (6) foot privacy fence shall be a requirement for having either of these types of pools.

HOMEOWNERS RESPONSIBILITIES

- **CHILDREN** are always to be supervised by a responsible adult and not left to their own discretion. This shall include ensuring they are not playing on another Homeowner's property without permission, as well as playing in the streets of the community impeding the flow of traffic. No equipment children play with shall be left in Common Areas, sidewalks, or streets of the community.
- **GARBAGE CONTAINERS** - The Waste Disposal Company servicing our community will provide the appropriate trash container for collection and date of pick up.
 1. Containers may be set out at the curb or end of driveway the night before scheduled pick up, and removed the evening after pick up. If the container is still at the curb or driveway by the second day after pick up, Homeowner will receive a violation notice.
 2. Any item(s) not picked up by the Waste Disposal Company shall be removed immediately and disposed of by the Homeowner.
 3. Any item(s) that may be "blown by the wind" to an adjacent property or in the street shall be removed by the Homeowner whose property the items came from.
 4. All garbage containers are to be stored in the garage, rear yards, or side yards (containers must be screened as to not be seen from the roadways and adjoining Properties). All screening material must be approved prior to construction by the Association or the Architectural Control Authority committee.
- **GARBAGE and DEBRIS** - No Lot shall be used or maintained as a dumping ground for trash of any kind. Furthermore it is not permitted to use a Common Area as a dumping ground for trash, grass clippings, leaves, or other debris; petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, storm or other drainage system pipes, catch basins, yard drains, stream, pond, lake, or on any Lot, street, or Common Area within the Properties. Fertilizers may be applied to landscaping on Lots and Common Areas provided care is taken to minimize run-off.
 1. **BURNING OF DEBRIS** – Berkeley County only allows for burning of natural debris (twigs, leaves, grass clippings, etc). Please contact Pine Ridge Fire Department for details and safety guidelines @ 875-1822.
 2. The Association shall allow burning on Saturdays and Sundays during daylight hours only.
 3. Fire must be monitored at all times, and a safe way to extinguish it close at hand.
 4. If fire is a nuisance to other homeowners, you must immediately extinguish it.
- **MAILBOXES** - All mailboxes will have at a minimum annual cleaning and painting in keeping with the white design established. Any broken, cracked, faded, or rusted boxes or post shall be replaced at the Homeowners expense. Any replacement shall be an exact replica of the original, unless prior approval is received from the Association and/or Architectural Control Authority committee.
- **MAINTENANCE of LOT** -The responsibility of each Homeowner shall include, but is not limited to, the maintenance, repair, replacement , pressure washing, or painting of: fences, gates, house siding, shutters, exterior doors, fixtures, glass, light fixtures, windows, screens, roof, shingles, gutters, and downspouts. All driveways and sidewalks (within the road-right-of-way) on the Homeowners Lot will be kept free of excessive amounts of grease/oil stains, paints, and the like. The authority to determine what constitutes excessive amounts shall be that of the Association.
- **UNSIGHTLY OR UNTIDY CONDITIONS** - It is the responsibility of each Homeowner to prevent the development of any unclean, unhealthy, unsightly, or untidy conditions on their Lot, including toys left in the yard, the failure to properly install and/or maintain landscaping, and failure to maintain approved Structures. No Lot or Structure on a Lot shall be used for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye. No substance, thing, or material may be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that might disturb the peace, quiet, safety, comfort, or serenity of the other Homeowners.

- **WINDOW TREATMENTS** - Window treatments (such as valances), curtains, and blinds that are viewable from the exterior of a home are to be in good repair at all times. No sheets or blankets are to be placed in the windows at any time.
- **YARD MAINTENANCE** - Yards (from house to street) are to be maintained by Homeowner. Maintenance on the Lot including but not limited to; mowing, edging, removing clippings from street, watering, insect and weed control, fertilization, pruning, and regular replacement of mulch, straw, or other coverage in flowerbeds, removal of debris, and maintaining minor drainage on Lot. Homeowners shall keep roadways, easements, swales and other portions of their Lot neat and orderly. **Minor Landscaping**: planting of flowers, installation of flowerbed coverage (straw, mulch, rocks), or planting of shrubs, and yard art or flower pots under 18" does not need approval from the Association or the Architectural Control Authority committee. **Major Landscaping**: any planting of a tree(s), removal of tree, alteration to the previous landscape design, alteration to drainage flow, installation of walkway, paving stones, driveway alterations, hedges, etc shall have prior approval from the Association or the Architectural Control Authority committee.

HOMEOWNERS RIGHTS

- **NO GUNS, WEAPONS, OR NOISEMAKERS** - The discharge of firearms within Berkeley Commons is prohibited. The term "firearms" includes without limitation, devices that make excessive noise or that eject a projectile a distance of more than 5 feet. B-B guns, pellet guns, paintball guns, firearms of ALL types (regardless of size), slingshots, firecrackers, or any comparable weapons or noisemakers.
- **FIREWORKS** - The discharge of firecrackers will be allowed on the following days ONLY:
 - July 3rd through July 4th.
 - December 31st through January 1st.
 1. No fireworks shall be discharged on, over, or into the retention ponds within Berkeley Commons or into another Homeowners property. It is the sole responsibility of the Homeowner discharging the fireworks to remove ALL debris from the roadways, adjacent Lots, and Common Areas by 4:00 PM of July 5th and January 1st.
 2. Any damage caused by the discharge of the fireworks shall be the sole responsibility of the Homeowner who discharged the fireworks. The Association may impose fines and exercise other enforcement remedies as set forth in the Declaration.
- **OFFENSIVE ACTIVITIES** - No immoral, improper, noxious, offensive or illegal activities, including, but not limited to; vulgar or abusive language, gestures, and indecent exposure shall be carried on upon any Lot, Common Area, or street within the community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Homeowner. Homeowner may call the police and report any occurrence.
 1. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier, or other sound device, except such devices as may be used exclusively for security purposes or as approved by the Association shall be located, installed, or maintained upon the exterior of any home unless required by law. Any siren or device for security purposes shall contain a device or system that causes it to shut off automatically. All valid laws, ordinances, and regulations of all governmental agencies having jurisdiction shall be observed.
- **QUIET ENJOYMENT** - Every Homeowner within the community is entitled to quiet enjoyment. Televisions, radios, and stereos shall be played at reasonable levels at all times and shall not be played so as to be heard outside of the home between 11:00 PM and 9:00 AM Sunday through Saturday. All valid laws, ordinances, and regulations of all governmental agencies having jurisdiction shall be observed. You may at any time call the local police department to enforce the noise ordinance.

PARKING AND VEHICLE REQUIREMENTS

- **AUTO REPAIRS AND INOPERATIVE/UNLICENSED VEHICLES** - No inoperative or unlicensed vehicles may be parked on any Lot except in the garage. Only minor maintenance or repairs are allowed on any Lot. Minor maintenance or repairs are defined as the following: oil changes, belt replacement, filling fluids, tire changes, or general cleaning. These minor maintenance and repairs may not make the vehicle inoperative for more than two (2) hours or in no way create excessive noise.
- **COMMERCIAL AND RECREATIONAL VEHICLES** - No commercial vehicle (Fed-Ex, USPS, Semi Truck), boat, boat trailer, jet ski, personal watercraft, or other type of watercraft, trailer covered or uncovered, camper, recreational vehicle, mobile home, tractor, bus, farm equipment, all terrain vehicle, go-cart, golf cart, mini-bike, towed vehicle, vehicle on blocks, unlicensed vehicle, or similar vehicles, may be placed or parked on any street or any paved or non-paved area of a Lot. Motorcycles will be allowed as a transportation vehicle by the Association.
 1. If a Homeowner would like to request permission for any of the above items, please complete an Exception to Policy (Appendix B) request and submit to the Association for consideration.
 2. If an approval is authorized from the Association, approved item must be stored behind a six (6) foot privacy fence, or in an approved enclosed structure specifically for the item in question.
- **PARKING RESTRICTIONS**
 - Vehicles are to be parked on the Homeowner's driveway or inside garage only. No vehicle may be parked on any landscaped area of any Lot.
 - Parking on the street of any passenger vehicle is strictly prohibited when there is available space in the driveway or garage.
 - Use of the garage as a general storage area does not eliminate it from being an "available" parking space.
 - Guest parking in the street shall not be allowed if it is frequent, habitual, or continuous and exceeds the allowable time frame of six (6) hours.
 - If all available parking spaces are utilized including garage, and guest is staying for an extended time frame, Homeowner will need to complete an Exception to Policy (Appendix B) request form.
 - Parking in the streets of the community shall at no time impede the flow of traffic entering and leaving the community, blocking or impeding the use of another Homeowners driveway or impeding the delivery of mail.
 - Examples of parking in a manner this is unsafe or hazardous shall include, but not limited to, parking in a manner or location that interferes with appropriate site-distance for the roadway, visibility, near an intersection or entrance, near "Stop" sign, or against the flow of traffic.
 - The Association may tow or otherwise remove any vehicle or passenger vehicle parked in violation of the Declaration or Regulations set out here, after written notice to the Homeowner of the violation. If the parking of a vehicle impedes the passage of traffic, emergency vehicles, or school buses it shall immediately constitute an emergency and no notification is necessary to have vehicle removed at the Owners expense

PETS AND ANIMALS

- Only normal and usual household pets, such as dogs and cats, are permitted on any Lot or home.
- No dogs, cats, or other usual and common household pets shall be kept, bred, or maintained for commercial purposes.
- All household pets shall be properly cared for and kept free of contagious diseases.

- All household pets shall be properly cared for and kept free of contagious diseases.
- If the pet is housed outside the home, it shall be provided with acceptable housing, food, and water, and must not become a nuisance to other Homeowners in the community.
- No pet shall be allowed by its Owner to roam free, without being contained within a fenced area on the Lot, or confined by a leash. At all times the Homeowner is responsible for the pet's actions.
- Any feces deposited by the pet on the Homeowners own property shall be cleaned regularly to prevent any offensive odors that might omit from the property.
- No pet shall deposit its feces on the Lot of another Owner or in a Common Area. Should a pet deposit its feces on the Lot of another Owner or upon a Common Area, it shall be the responsibility of the pet's owner or the Owner of the Lot where the pet is kept to immediately remove the feces.

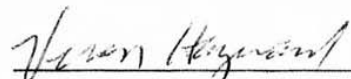
STRUCTURES – see Article I, Section T for ALL items that fall under a definition of "Structure"

- As set out in the Declaration and Architectural Guidelines all Structures located upon a Lot, including landscaping shall be subject to the approval of the Association and/or Architectural Control Authority committee. Minor landscaping as defined under the "Yard Maintenance" section and in the Architectural Guidelines does not need approval .
- All "Structures" shall have prior approval from the Association or the Architectural Control Authority committee before installation, building, etc.
- Remedies available to the Association for the failure of a Homeowner to obtain approval for the installation of a Structure or for failure to properly install and maintain a Structure in accordance with the standards established by the Association and the Architectural Guidelines shall be enforced.
- To avoid any possible issues, check with the Association or the Architectural Control Authority committee for assistance.

These Regulations for Berkeley Commons are approved by the Board of Directors and rescind all other copies before the date signed below.

Approved:


 Raymond A. Barba – President


 Veron Hayward – Vice President


 Kristina Singletary – Director

March 29, 2011
 Date

APPENDIX A

Berkeley Commons Homeowners Association Report of Non-Compliance of the Declaration and/or Regulations

The name and address of the person reporting will be kept confidential.

Before the complaint will be processed, the non-compliance form must be properly completed with all pertinent information provided. If you are reporting a violation by another homeowner in your community, you must complete the non-compliance report form, and provide necessary information. Complaints will only be reviewed if completed properly:

1. Date of complaint.
2. Address of homeowner in violation, name if known.
3. A full written description of the alleged violations. Example: unsightly yard, illegal parking.
4. Contact information of homeowner filing complaint. Please provide your e-mail address so we can update you on the reported violation, or contact you if additional information is required. If no e-mail address than please provide a phone number.
5. Your information will be kept confidential.
6. Place completed form in the HOA drop box located at the front of community.

The President and the Vice President are the only two board members who have access to this box. Once the forms are retrieved, the board members will do the following:

1. When properly completed reports of non-compliance are received, they will be reviewed and investigated for the validity of the complaint. One of the board members will physically check on the violation and validate it.
2. If complaint is valid, it will be forwarded on to the Management Company to send a warning letter to homeowner in non-compliance.
3. The homeowner filing complaint will be notified if a letter is being sent on valid violation requesting compliance within a timely manner by homeowner in non-compliance.
4. If complaint is found to be invalid, homeowner filing complaint will be notified.

Warning letters are meant to be gentle reminders and are the first step in seeking cooperation from a homeowner that is in non-compliance. If you receive a warning letter and disagree with the violation, please contact the Management Company to avoid any further action until the situation is resolved.

The governing documents and fine resolutions for Berkeley Commons can be found on the community website: www.smartstreet.org/login.asp

Form revised October 2010 replaces all other forms

Berkeley Commons Homeowners Association
Report of Non-Compliance of the Declaration and/or Regulations
The name and address of the person reporting will be kept confidential.

Name of Complainant: _____ Date of Report: _____
Address: _____ Home Phone: _____
Cell Phone: _____ E-mail (required): _____

Name of homeowner in violation: _____
Address: _____
Description of violation or complaint: _____

Signature of Complainant: _____

BELOW THIS LINE FOR ASSOCIATION/MANAGEMENT USE ONLY

Received: _____ Investigated: _____ Violation: YES NO

Additional Information Requested: _____

Violation references: _____

Warning sent: _____ 1st Fine \$25 _____ 2nd Fine \$50: _____
3rd Fine \$75: _____ Final Action: _____

Verification of Compliance: _____

Contact by homeowner: _____

Form revised October 2010 replaces all other forms

APPENDIX B

Berkeley Commons Homeowners Association Exception Request of the Declaration and/or Regulations

Before the exception to policy request can be processed, the form must be properly completed with all pertinent information provided. Only forms properly completed will be reviewed:

7. Date of request.
8. Address of homeowner making request.
9. A full detailed description of the exception to policy being requested. Example store a boat (kind) behind a 6' privacy fence, having party need to park in street, etc
10. Please provide your e-mail address so we can contact you if additional information is required. If no e-mail address than please provide a phone number.
11. Place completed form in the HOA drop box located at the front of community or submit to the Management Company.

If you need help with the documents please contact a member of the Board of Directors or berkeleycommonshoa1@yahoo.com for further assistance.

The President and the Vice President are the only two board members who have access to this box. Once the forms are retrieved, the board members will do the following:

5. When properly completed request are received, all members of the Board of Directors will review and verify request.
6. Please allow the Board of Directors ample amount of time (at least 30 days) to review and make a determination on your request for exception.
7. The Board of Directors or Management Company will send you a response to your request.

The governing documents for Berkeley Commons can be found on the community website: www.smartstreet.org/login.asp.

Form created November 14, 2010

**Berkeley Commons Homeowners Association
Exception Request of the Declaration and/or Regulations**

Name of Homeowner: _____ Date of Request: _____
Address: _____ Home Phone: _____
Cell Phone: _____ E-mail (required): _____

Description of exception to governing documents (please provide all pertinent information to allow the Board of Directors to review your request and make a decision): _____

Signature of Homeowner: _____

BELOW THIS LINE FOR ASSOCIATION/MANAGEMENT USE ONLY

Received: _____

Additional Information Requested: _____

Approved _____ Disapproved _____

Board of Directors actions: _____

Verification of Compliance (if required): _____