

Berkeley Park Mailboxes (Website Pages)

References to mailboxes and posts are found in various sections of the of the Declarations of the Covenants & Restrictions (DCRs) as follows:

ARTICLE I

DEFINITIONS

Section 1. "Architectural Control Committee" shall mean and refer to *three members of the Berkeley Park Homeowners Association (BPHOA) as the BOPHOA Board of Directors may appoint annually* until all lots in Berkeley Park shall have been fully developed and permanent improvements constructed thereon and sold to permanent residents; at which time such term shall mean and refer to those persons selected annually by the Board in compliance with the declaration of the Association to serve as members of said committee.

ARTICLE II

ARCHITECTURAL CONTROL COMMITTEE (ACC)

Section 1. Purpose, Powers and Duties of the Architectural Control Committee. The purpose of the Architectural Control Committee, hereinafter referred to as "ACC", is to assure that the installation, construction or alteration of any Structure on any Lot is submitted to the Architectural Control Committee for approval (i) as to whether the proposed installation, construction or alteration is in conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of the development of the Property; and (ii) as to the location of the Structures with respect to topography, finished ground elevation and surrounding Structures. To the extent necessary to carry out such purpose, the Architectural Control Committee shall have all of the powers and duties to do each and everything necessary, suitable, convenient or proper for, or in connection with or incidental to, the accomplishment of such purpose, including, without being limited to, the power and duty to approve or disapprove plans and specifications for any installation, construction or alteration of any Structure on any Lot.

Section 6. Approval and Disapproval of Plans and Specifications.

(a) The Architectural Control Committee shall have the right to approve or disapprove any plans and specifications submitted to it in its sole and uncontrolled discretion, which approval or disapproval may be based upon any grounds, including purely aesthetic considerations which shall be deemed sufficient.

Section 9. Violations.

(a) If any Structure shall be erected, placed, maintained or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Article, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the Architectural Control Committee such violation shall have occurred, the Architectural Control Committee shall be entitled and empowered to enjoin or remove any such construction. Any costs and expenses incurred by the Architectural Control Committee in enjoining and/or removing any construction or improvements shall be added to and become a part of the assessment to which the Owner and his Lot are subject.

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ARTICLE VIII

Maintenance

Section 2. Owner's Responsibilities. Each Owner of a Lot, whether vacant or occupied, shall keep and maintain his Lot and the exterior of any and all improvements located thereon in a neat, attractive and safe condition. Such maintenance shall include, but shall not be limited to, painting, repairing, replacing and care for roofs, gutters, down spouts, building surfaces, walks and other exterior improvements.

Should any Owner of a Lot fail to maintain his Lot or the improvements thereon as set forth herein above, the **Board of Directors**, its agents and representatives, may, after thirty (30) days written notice to the Owner of such Lot, enter upon his Lot for the purpose of removing garbage or trash, or for performing such exterior maintenance as the **Board of Directors**, in the exercise of its sole discretion, deems necessary or advisable. Such Owner shall be personally liable to the **Board of Directors** and the Association for the direct and indirect cost of such maintenance, which costs shall be added to and become part of the assessment to which such Owner and his Lot are subject. Although notice given as herein provided shall be sufficient to give the **Board of Directors**, its agents and representatives, the right to enter upon such Lot and perform such maintenance, entry for such purpose shall only be between the hours of 9:00 a.m. and 5:00 p.m. on any day except Sunday.

ARTICLE X

General Covenants and Restrictions

The following covenants and restrictions shall apply to all Lots and to all Structures erected or placed thereon:

Section 16. Improvement of Lots. All construction of dwellings, accessory structures and all other improvements in Berkeley Park shall be undertaken and completed in accordance with the following conditions:

(d) Only one mailbox shall be located on any Lot. All mailboxes shall be of a common design and shall include only the surname and house number, and shall be located as prescribed by the United States Postal Service. The owner shall purchase the mailbox from the Architectural Control Committee. As of August 7, 2012, that was amended as follows: ***The owner shall purchase mailbox from approved suppliers and maintain/repair according to mailbox specifications. Information regarding specifications and suppliers will be kept by Board of Directors.***

Section 21. Landscaping and Open Space Standards.

(a) Site Design and General Landscaping Concept. The architectural design and the site planning of Berkeley Park Subdivision is intended to evoke the appearance of a turn of the century architecturally planned neo-classical community. Building setbacks, site amenities and landscape improvements for each individual Lot as well as the entire community are intended to create an overall feeling of unity, consistency and harmony. The community atmosphere will be created by requiring the consistent use of materials and architectural styles described herein as well as disallowing fences and walls that define individual lots. The guidelines and restrictions described herein are intended to maintain the design intent of the developer and sustain the attractive aesthetic appearance of the community...

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ARTICLE XII

General Provisions

Section 1. Enforcement.

(a) The Association, the Architectural Control Committee, or any Owner, shall have the right to enforce, by and proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, the Architectural Control Committee or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(b) The Architectural Control Committee shall have the right of abatement in all cases where an Owner of a Lot shall fail to take reasonable steps to remedy a violation or breach of any restriction contained in this Declaration within twenty (20) days after the certified mailing of written notice of such violation or breach. The right of abatement means the right of the Architectural Control Committee, through its agents and employees, to enter at all reasonable times upon any Lot or Structure as to which a violation or breach exists, and to take such action or actions specified in the notice to the Owner to abate, extinguish, remove or repair such violation or breach, all without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions. Further, the Architectural Control Committee, the Association, the Developer or any Owner may: (1) prosecute proceeding at law for the recovery of damages against those violating or attempting to violate the declaration of covenants and restrictions, and, or (2) maintain a proceeding in equity against those so violating or attempting to violate any covenants or restrictions, for the purpose of preventing or enjoining all of any such violations or attempted violations, and/or to have any such violation removed from the Lot or cured.

Section 4. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a period of twenty (20) years from the date this Declaration is recorded (January 19, 1999), at the end of which period such covenants and restrictions shall be automatically extended for the successive periods of ten (10) years each, unless at least two-thirds (2/3) of the Owners at the time of the expiration of the initial period, or of any extension period, shall sign an instrument in which said covenants and restrictions are modified in whole or in part, which instrument is filed of record in the appropriate county.