

Tiana P Garner, Clerk of Superior Court  
Gwinnett County, GA

ERECORDED  
eFile Participant IDs: 4289077774,

After Recording Return to:  
Berkeley Lake Village Owners Association, Inc.  
3980 Peachtree Industrial Blvd.  
Duluth, Georgia 30096  
1465 Northside Dr. NW STE 128, Atlanta, GA 30318

CROSS-REFERENCES:

County: Gwinnett

Deed Book: 46516

Page(s): 337

Deed Book: 49382

Page: 544

Deed Book: 49576

Page: 540

Deed Book: 57008

Page: 751

Deed Book: 54259

Page: 159

Deed Book: 54168

Page: 196

Deed Book: 53658

Page: 207

Deed Book: 56219

Page: 452

Deed Book: 53186

Page: 753

Deed Book: 53914

Page: 92

Deed Book: 54425

Page: 176

Deed Book: 55972

Page: 797

Deed Book: 53105

Page: 405

Deed Book: 55527

Page: 181

Deed Book: 54680

Page: 428

Deed Book: 54181  
Page: 15

### Environmental Covenant

This instrument is an Environmental Covenant executed pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 *et seq.*, as may be amended from time to time (hereinafter "Act"). This Environmental Covenant is entered into by the Berkeley Lake Village Owners Association, Inc. ("Master Association"), the Berkeley Lake Village Condominium Association, Inc. ("Condominium Association"), and the owners of Units on Lots 10, 11 and 12, as more specifically identified below ("Unit Owners"), executing this Environmental Covenant and subjects the property identified below to the activity and/or use limitations and other requirements. This Environmental Covenant further grants such other rights in favor of EPD and the Grantees/holders defined below, as set forth herein.

**Fee Simple Owners/Grantors:**

Master Association:

Berkeley Lake Village Owners Association, Inc.  
3980 Peachtree Industrial Blvd.  
Duluth, Georgia 30096

Unit Owners:

Owner of Units 101, 105 & 106, Lot 10  
LAVASSANI SEYED HAMID

Owners of Unit 102, Lot 10  
LAVASSANI SEYED HAMID  
LAVASSANI ALIREZA D

Owner of Unit 103, Lot 10  
LAKEVIEW INTERNATIONAL LLC

Owner of Unit 104, Lot 10  
GLOBAL GRAPHIC AWARD LLC

Owner of Unit 107, Lot 10  
LIU LI

Owner of Units 100 & 200, Lot 11  
THAI CHANG INVESTMENT LLC  
Owner of Units 300, 400, 500 & 600, Lot 11  
MAK BEAUTY INSTITUTE LLC

Owner of Units 700 & 800, Lot 11

RICE N PIE LLC

Owner of Unit 100, Lot 12  
VITAP LLC

Owner of Unit 200, 300 & 400, Lot 12  
RAYGAR LLC

Owner of Units 500, 600 & 700, Lot 12  
JUAN PABLO ALONSO CHAVEZ

**Grantees/holders with power  
to enforce:**

Master Association:

Berkeley Lake Village Owners Association, Inc.  
3980 Peachtree Industrial Blvd.  
Duluth, Georgia 30096

Unit Owners:

Owner of Units 101, 105 & 106, Lot 10  
LAVASSANI SEYED HAMID

Owners of Unit 102, Lot 10  
LAVASSANI SEYED HAMID  
LAVASSANI ALIREZA D

Owner of Unit 103, Lot 10  
LAKEVIEW INTERNATIONAL LLC

Owner of Unit 104, Lot 10  
GLOBAL GRAPHIC AWARD LLC

Owner of Unit 107, Lot 10  
LIU LI

Owner of Units 100 & 200, Lot 11  
THAI CHANG INVESTMENT LLC

Owner of Units 300, 400, 500 & 600, Lot 11  
MAK BEAUTY INSTITUTE LLC

Owner of Units 700 & 800, Lot 11  
RICE N PIE LLC

Owner of Unit 100, Lot 12  
VITAP LLC

Owner of Unit 200, 300 & 400, Lot 12  
RAYGAR LLC

Owner of Units 500, 600 & 700, Lot 12  
JUAN PABLO ALONSO CHAVEZ

Condominium Association:  
Berkeley Lake Village Condominium Association, Inc.  
3980 Peachtree Industrial Blvd.  
Duluth, Georgia 30096

**Grantee/Entity with  
express power to enforce:**

State of Georgia  
Department of Natural Resources  
Environmental Protection Division (“EPD”)  
2 Martin Luther King Jr. Drive, SE  
Suite 1456 East Tower  
Atlanta, GA 30334

**Persons with Interests  
other than Fee Simple:**

Condominium Association:  
Berkeley Lake Village Condominium Association, Inc.  
3980 Peachtree Industrial Blvd.  
Duluth, Georgia 30096

**Property Subject**

The property subject to this Environmental Covenant is a tract of approximately 3.438 acres of real property located at Peachtree Industrial Blvd., Duluth, Gwinnett County, Georgia, which is further identified by the tax parcel ID number(s) below and more specifically identified as “Tract C” on the Final Plat for Berkeley Lake Village recorded on July 27, 2007 in Plat Book 121, Page 35, Gwinnett County, Georgia Records (“Final Plat”) and in Exhibit “A” attached hereto (hereinafter “Property”). The Property is located in Land Lot 290 of the 6th District of Gwinnett County, Georgia. Portions of the Property are separately owned by the Unit Owners and the Master Association. The Lots identified as Lot 10, Lot 11 and Lot 12 in Tract “C” on the Final Plat are divided into separate Units owned by the Unit Owners. In addition, while each of the Unit Owners owns an undivided interest in the “Common Areas”, defined under the Declaration of Condominium for Berkeley Lake Village Retail Buildings Condominium, recorded on March 31, 2009 in Gwinnett County land records in Deed Book 49382, Page 544 et seq., as amended (“Condominium Declaration”) as both real and personal property which is not located within the boundaries of a Condominium Unit (“Common Areas”), the Condominium Association manages and controls the Common Areas more specifically identified in Exhibit “C”.

The portion of the Property identified as “Master Association Property” in Exhibit “B” was conveyed on June 12, 2009 to Berkeley Lake Village Owners Association, Inc., and such conveyance was

recorded on July 6, 2009 in Deed Book 49576, Page 540, of the Gwinnett County deed records. The rights to manage and control the portion of the Property identified as "Condominium Common Area Property" in Exhibit "C" were conveyed to the Condominium Association on March 31, 2009, the date the Condominium Declaration was recorded in the Gwinnett County, Georgia land records. The portion of the Property identified as "Unit Owners Property" in Exhibit "D" is owned as follows:

**Lot 10:**

- Unit 101, being known as 3970 Peachtree Industrial Boulevard, Berkeley Lake, Georgia, was conveyed on October 10, 2019 to Seyed Hamid Lavassani, and such conveyance was recorded on November 5, 2019 in Deed Book 57008, Page 751, of the Gwinnett County deed records.
- Unit 102, being known as 3970 Peachtree Industrial Boulevard, Berkeley Lake, Georgia, was conveyed on April 21, 2016 to Seyed Hamid Lavassani and Alireza D. Lavassani, and such conveyance was recorded on May 3, 2016 in Deed Book 54259, Page 159, of the Gwinnett County deed records.
- Unit 103, being known as 3970 Peachtree Industrial Boulevard, Berkeley Lake, Georgia, was conveyed on March 15, 2016 to Lakeview International, LLC, and such conveyance was recorded on March 22, 2016 in Deed Book 54168, Page 196, of the Gwinnett County deed records.
- Unit 104, being known as 3970 Peachtree Industrial Boulevard, Berkeley Lake, Georgia, was conveyed on June 29, 2015 to Global Graphic Award, LLC, and such conveyance was recorded on June 30, 2015 in Deed Book 53658, Page 207, of the Gwinnett County deed records.
- Units 105 & 106, being known as 3970 Peachtree Industrial Boulevard, Berkeley Lake, Georgia, were conveyed on October 25, 2018 to Seyed Lavassani, and such conveyance was recorded on October 26, 2018 in Deed Book 56219, Page 452, of the Gwinnett County deed records.
- Unit 107, being known as 3970 Peachtree Industrial Boulevard, Berkeley Lake, Georgia, was conveyed on October 15, 2014 to Li Liu, and such conveyance was recorded on October 20, 2014 in Deed Book 53186, Page 753, of the Gwinnett County deed records.

**Lot 11:**

- Units 100 & 200, being known as 3980 Peachtree Industrial Boulevard, Berkeley Lake, Georgia, were conveyed on October 30, 2015 to Thai Chang Investment, LLC, and such conveyance was recorded on November 2, 2015 in Deed Book 53914, Page 92, of the Gwinnett County deed records.
- Units 300, 400, 500 & 600, being known as 3980 Peachtree Industrial Boulevard, Berkeley Lake, Georgia, were conveyed on July 7, 2016 to Mak Beauty Institute, LLC, and such conveyance was recorded on July 12, 2016 in Deed Book 54425, Page 176, of the Gwinnett County deed records.
- Units 700 & 800, being known as 3980 Peachtree Industrial Boulevard, Berkeley Lake, Georgia, were conveyed on June 22, 2018 to Rice N Pie, LLC, and such conveyance was recorded on June 28, 2018 in Deed Book 55972, Page 797, of the Gwinnett County deed records.

**Lot 12:**

- Unit 100, being known as 3990 Peachtree Industrial Boulevard, Berkeley Lake, Georgia, was conveyed on August 22, 2014 to Vitap, LLC, and such conveyance was recorded on September 2, 2014 in Deed Book 53105, Page 405, of the Gwinnett County deed records
- Units 200, 300 & 400, being known as 3990 Peachtree Industrial Boulevard, Berkeley Lake, Georgia, were conveyed on October 30, 2017 to RayGar, LLC, and such conveyance was recorded on November 14, 2017 in Deed Book 55527, Page 181, of the Gwinnett County deed records.
- Unit 500, being known as 3990 Peachtree Industrial Boulevard, Berkeley Lake, Georgia, was conveyed on September 23, 2016 to Juan Pablo Alonso Chavez, and such conveyance was recorded on October 25, 2016 in Deed Book 54680, Page 428, of the Gwinnett County deed records
- Units 600 & 700, being known as 3990 Peachtree Industrial Boulevard, Berkeley Lake, Georgia, were conveyed on March 14, 2016 to Juan Pablo Alonso Chavez, and such conveyance was recorded on March 29, 2016 in Deed Book 54181, Page 15, of the Gwinnett County deed records.

The Gwinnett County, Georgia tax parcel(s) of the Property are:

236

- |             |             |             |             |             |
|-------------|-------------|-------------|-------------|-------------|
| • R6290 231 | • R6290 236 | • R6290 245 | • R6290 246 | • R6290 247 |
| • R6290 248 | • R6290 249 | • R6290 250 | • R6290 237 | • R6290 251 |
| • R6290 253 | • R6290 254 | • R6290 255 | • R6290 256 | • R6290 257 |
| • R6290 238 | • R6290 258 | • R6290 259 | • R6290 260 | • R6290 261 |
| • R6290 262 | • R6290 263 | • R6290 252 |             |             |

A legal description of the Property is attached as Exhibit A and a map of the Property is attached as Exhibit B.

### **Environmental Covenant Runs with the Land and is Perpetual**

Pursuant to the Act, this Environmental Covenant shall run with the land and shall be perpetual unless terminated or amended pursuant to terms herein or in accordance with provisions of the Act. This Environmental Covenant shall be binding upon the Master Association as to the Master Association Property, the Unit Owners as to the Unit Owners Property and the Condominium Association as to the Condominium Common Area Property, and all successors, assigns and transferees of any interest in the Property or any portion thereof.

### **Administrative Records**

This Environmental Covenant imposes activity and/or use limitations and other requirements on the Property that arise under corrective action performed and/or being performed at the North Berkeley Lake Road Site. Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division  
Response and Remediation Program  
2 MLK Jr. Drive, SE, Suite 1054 East Tower  
Atlanta, GA 30334  
Monday-Friday 8:00 AM to 4:30 PM, excluding state holidays

**Notice:** This Property has been listed on the State's Hazardous Site Inventory at HSI #10844 and has been designated as needing corrective action due to the presence of hazardous wastes, hazardous constituents, or hazardous substances regulated under state law. Contact the Property owner or the Georgia Environmental Protection Division for further information concerning this Property. This notice is provided in compliance with the Georgia Hazardous Site Response Act.

**Activity and Use Limitations.** The Property is subject to the following activity and/or use limitations:

- A. Real Property. The Property shall be used only for non-residential uses, as defined in Section 391-3-19-.02 of the Georgia Rules for Hazardous Site Response as of the date of this Environmental Covenant, to the extent that: (1) such Non-Residential Uses are permitted under the Declaration of Covenants, Easements, Conditions and Restrictions for Berkeley Lake Village, recorded on May 18, 2006 in the Gwinnett County land records in Deed Book 46516, Page 337 et seq., as amended ("Master Declaration") and under the Condominium Declaration, and  
(2) such Non-Residential Uses are permitted under local, state and federal law. Residential uses, including day care centers, are prohibited.
- B. Land Disturbance Activity. Soil disturbance below a depth of three (3) feet below grade shall not be performed unless as set forth in a Soil Management Plan, which must be submitted to EPD for review and comment. The Soil Management Plan must be prepared by a Georgia registered professional engineer or a Georgia registered professional geologist who has experience in responsible charge of the investigation and remediation of releases of regulated substances. Any EPD comments regarding the Soil Management Plan must be addressed to EPD's satisfaction prior to soil disturbance activities.
- C. Monitoring, Maintenance, and Periodic Reporting to EPD. Monitoring and maintenance of these Activity and Use Limitations and periodic reporting to EPD shall be conducted in accordance with the Monitoring and Maintenance Plan dated October 2020 or the most recent revision approved by EPD.

**Other Requirements.** The Property is subject to the following additional requirements; however, the Master Association shall only be required to comply with the following requirements as they pertain to the Master Association Property, the Condominium Association shall only be required to comply with the following requirements as they pertain to the Condominium Common Area Property, and the Unit Owners shall only be required to comply with the following requirements as they pertain to the Unit Owners Property.

- A. Notice of Limitations and Requirements in Future Conveyances. Each instrument hereafter conveying any interest in the Property or any portion thereof that may affect the activity and use limitations described herein shall include a statement that the

Property is subject to this Environmental Covenant (and any amendments thereto), the location (County, Deed Book and Page) in the deed records where this Environmental Covenant (and any amendments thereto) is recorded and a copy of this Environmental Covenant (and any amendments thereto).

- B. Notice to EPD of Future Conveyances. Within thirty (30) days after each conveyance of a fee simple interest in the Property or any portion thereof, a notice shall be sent to EPD and the Grantees/Holder, as defined herein. The notice shall include the new owner's name, address, telephone number and other pertinent contact information, the date of the conveyance and the location (County, Deed Book and Page) where the conveyance is recorded, and, if the conveyance is a portion of the Property, a survey map showing the boundaries of the real property conveyed.
- C. Notice of Change of Use. If such activity will materially affect any required monitoring or maintenance of any institutional or engineering controls described herein, the owner of the Property must provide to EPD thirty (30) days advance written notice of the owner's intent to change the use of the Property, to apply for a building permit for construction at the Property, or to perform any site work.

### **Environmental Covenant Does Not Authorize Use Otherwise Prohibited**

Pursuant to the Act, this Environmental Covenant shall not be construed to authorize a use of the Property that is otherwise prohibited by zoning, ordinance, local law or general law or by a recorded instrument that has priority over this Environmental Covenant.

### **Rights of Access and Enforcement**

Authorized representatives of EPD and Grantees/Holder as to the portions of the Property owned by each Grantee/Holder, as specified herein, shall have the right to enter the Property at reasonable times in connection with implementation, compliance, or enforcement of this Environmental Covenant, including but not limited to the right to conduct inspections, examine related records, or to take samples.

This Environmental Covenant shall be enforceable by EPD, Grantees/Holder, but only as to the portions of the Property owned by each Grantee/Holder, as specified herein, and other parties as provided in the Act. Such rights of access and enforcement herein shall not limit EPD's authority under other applicable law.

### **No Interest in Real Property in EPD**

EPD's rights under this Environmental Covenant and the Act shall not be considered an interest in real property.

### **Recording of Environmental Covenant and Service on Other Persons**

Within thirty (30) days after execution of this Environmental Covenant by the Director of EPD, Grantor Master Association shall cause the Environmental Covenant to be recorded in every county in which any portion of the Property is located in accordance with the law governing the recording



and priority of interests in real property. Upon recording of the Environmental Covenant, Grantors shall provide in a manner deemed acceptable by EPD a copy of the executed, recorded Environmental Covenant to each of the persons or entities identified in O.C.G.A. § 44-16-7.

**Representations and Warranties by Grantor(s).**

Master Association represents and warrants that, to the best of its knowledge, all of the following are true and correct:

- A. Berkeley Lake Village Owners Association, Inc. holds fee simple title to the Master Association Property.
- B. Berkeley Lake Village Owners Association, Inc. has the authority to enter into this Environmental Covenant, has the authority to grant any rights granted by it within, has the ability to carry out the obligations described within and, based upon information and belief after reasonable inquiry, does not know of any anticipated material change in the practices, ownership, or authority of Berkeley Lake Village Owners Association, Inc. that will alter this representation and warranty.
- C. The execution and delivery of this Environmental Covenant and carrying out the obligations described within by Association will not conflict with any of the provisions of the organizational documents, operating agreement of Berkeley Lake Village Owners Association, Inc. nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which Berkeley Lake Village Owners Association, Inc. is a party or by which Berkeley Lake Village Owners Association, Inc. may be bound.
- D. Berkeley Lake Village Owners Association, Inc. has identified all persons with existing interests other than fee simple in the Master Association Property and has determined the type and status of their interests; for those interests where the type and/or status make it necessary, the person's agreement to and signature on this Environmental Covenant or subordination of the interest has been obtained; and the aforementioned information regarding all interests other than fee simple in the Master Association Property has been provided to EPD;
- E. This Environmental Covenant does not authorize a use of the Master Association Property that is otherwise prohibited by zoning, ordinance, local law or general law or by a recorded instrument that has priority over this Environmental Covenant.
- F. At least thirty (30) days prior to presenting this Environmental Covenant to EPD for execution, Berkeley Lake Village Owners Association, Inc. served a copy of the proposed final text of this Environmental Covenant on all persons or entities required to be noticed in accordance with O.C.G.A. § 44-16-7.

Unit Owners represent and warrant as to their portions of the Unit Owners Property that, to the best of their knowledge, all of the following are true and correct:

- A. Unit Owners hold fee simple title to their portions of the Unit Owners Property.
- B. Unit Owners have the authority to enter into this Environmental Covenant, have the authority to grant any rights granted by them within, have the ability to carry out the obligations described within and, based upon information and belief after reasonable

- inquiry, does not know of any anticipated material change in the practices, ownership, or authority of Unit Owners that will alter this representation and warranty.
- C. The execution and delivery of this Environmental Covenant and carrying out the obligations described within will not conflict with any of the provisions of the organizational documents, operating agreement of Unit Owners nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which Unit Owners are a party or by which Unit Owners may be bound.
  - D. There are no persons with existing interests other than fee simple in the Unit Owners Property;
  - E. This Environmental Covenant does not authorize a use of the Unit Owners Property that is otherwise prohibited by zoning, ordinance, local law or general law or by a recorded instrument that has priority over this Environmental Covenant.
  - F. At least thirty (30) days prior to presenting this Environmental Covenant to EPD for execution, Unit Owners served a copy of the proposed final text of this Environmental Covenant on all persons or entities required to be noticed in accordance with O.C.G.A. § 44-16-7.

Condominium Association represents and warrants that, to the best of its knowledge, all of the following are true and correct:

- A. Berkeley Lake Village Condominium Association, Inc. manages and controls the Condominium Common Area Property.
- B. Berkeley Lake Village Condominium Association, Inc. has the authority to enter into this Environmental Covenant, has the authority to grant any rights granted by it within, has the ability to carry out the obligations described within and, based upon information and belief after reasonable inquiry, does not know of any anticipated material change in the practices, ownership, or authority of Berkeley Lake Village Condominium Association, Inc. that will alter this representation and warranty.
- C. The execution and delivery of this Environmental Covenant and carrying out the obligations described within by Berkeley Lake Village Condominium Association, Inc. will not conflict with any of the provisions of the organizational documents, operating agreement of Berkeley Lake Village Condominium Association, Inc. nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which Berkeley Lake Village Condominium Association, Inc. is a party or by which Berkeley Lake Village Condominium Association, Inc. may be bound.
- D. Berkeley Lake Village Condominium Association, Inc. has identified all persons with existing interests other than fee simple in the Condominium Common Area Property and has determined the type and status of their interests; for those interests where the type and/or status make it necessary, the person's agreement to and signature on this Environmental Covenant or subordination of the interest has been obtained; and the aforementioned information regarding all interests other than fee simple in the Condominium Common Area Property has been provided to EPD;

- E. This Environmental Covenant does not authorize a use of the Condominium Common Area Property that is otherwise prohibited by zoning, ordinance, local law or general law or by a recorded instrument that has priority over this Environmental Covenant.
- F. At least thirty (30) days prior to presenting this Environmental Covenant to EPD for execution, Berkeley Lake Village Condominium Association, Inc. served a copy of the proposed final text of this Environmental Covenant on all persons or entities required to be noticed in accordance with O.C.G.A. § 44-16-7.

### Submission of Required Documents and Communications

Documents and communications required by this Environmental Covenant shall be submitted to:

Georgia Environmental Protection Division  
Branch Chief  
Land Protection Branch  
2 Martin Luther King Jr. Drive SE  
Suite 1054 East Tower  
Atlanta, GA 30334

With a copy to:

Berkeley Lake Village Owners Association, Inc.  
1465 Northside Dr. NW STE 18  
Atlanta, GA 30318

Berkeley Lake Village Condominium Association, Inc.  
1465 Northside Dr. NW STE 18  
Atlanta, GA 30318

Owner of Unit 101, Lot 10  
LAVASSANI SEYED HAMID  
10945 STATE BRIDGE RD  
JOHNS CREEK GA 30022-8164

Owners of Unit 102, Lot 10  
LAVASSANI SEYED HAMID  
LAVASSANI ALIREZA  
10945 STATE BRIDGE RD  
JOHNS CREEK GA 30022-8164

Owner of Unit 103, Lot 10  
LAKEVIEW INTERNATIONAL LLC  
130 MORTON MANOR CT

ALPHARETTA GA 30022-7430

Owner of Unit 104, Lot 10  
GLOBAL GRAPHIC AWARD LLC  
2910 GRAVITT RD  
DULUTH GA 30096-6909

Owner of Units 105 & 106, Lot 10  
LAVASSANI SEYED HAMID  
10945 STATE BRIDGE RD  
JOHNS CREEK GA 30022-8164

Owner of Unit 107, Lot 10  
LIU LI  
2069 RIVERLANDING CIR  
LAWRENCEVILLE GA 30046-2843

Owner of Units 100 & 200, Lot 11  
THAI CHANG INVESTMENT LLC  
3980 PEACHTREE INDUSTRIAL BLVD STE 100  
BERKELEY LAKE GA 30096-4866

Owner of Units 300, 400, 500 & 600, Lot 11  
MAK BEAUTY INSTITUTE LLC  
3980 PEACHTREE INDUSTRIAL BLVD STE 300  
BERKELEY LAKE GA 30096-4866

Owner of Units 700 & 800, Lot 11  
RICE N PIE LLC  
2615 BENEFIELD RD  
CUMMING GA 30041-1962

Owner of Unit 100, Lot 12  
VITAP LLC  
4455 HASTINGS DR  
CUMMING GA 30041-5811

Owner of Unit 200, 300 & 400, Lot 12  
RAYGAR LLC  
3870 MAGNOLIA LEAF LN  
SUWANEE GA 30024-3942

Owner of Units 500, 600 & 700, Lot 12  
JUAN PABLO ALONSO CHAVEZ  
3990 PEACHTREE INDUSTRIAL BLVD LOT 12  
BERKELEY LAKE GA 30096-1466

**EPD's Environmental Covenants Registry**

This Environmental Covenant and any amendment thereto or termination thereof may be included in EPD's registry for environmental covenants.

**Severability**

Should any provision of this Environmental Covenant be found by a court of competent jurisdiction to be invalid and/or unenforceable in any respect, the remaining provisions shall continue in full force and effect.

**Effective Date**

This Environmental Covenant shall be effective on the date the fully executed Environmental Covenant is recorded in accordance with O.C.G.A. § 44-16-8(a).

**For Grantor/Grantee/Holder Master Association:**

**Berkeley Lake Village Owners Association, Inc.**

[Signature]

(Signature)

Signed in the presence of:

Name: Hank Chang  
Title: President

[Signature]

Unofficial Witness - Secretary (signature)

Li Qi-Feng

Unofficial Witness - Secretary (print name)

State of Georgia  
County of Gwinnett

This instrument was signed or attested before  
me this 12th day of October, 2020  
by Hank Chang.

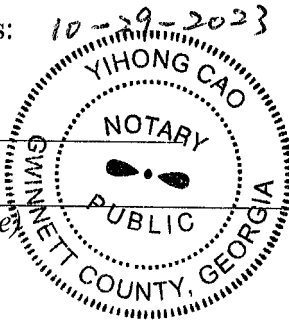
Personally Known  
 Produced Identification

[Signature]  
Notary Public (Signature)

My Commission Expires: 10-29-2023

(NOTARY SEAL)

[Signature]  
Notary Public (Signature)



**For Grantor/Grantee/Holder Unit Owners:**

**LAVASSANI SEYED HAMID**  
**(Owner of Units 101, 105 & 106, Lot 10)**

*S. H. Lavassani*  
(Signature)

Name: Seyed Lavassani

Title: Owner

Signed in the presence of:

*[Signature]*

Unofficial Witness (signature)

Li Qi-Feng

Unofficial Witness (print name)

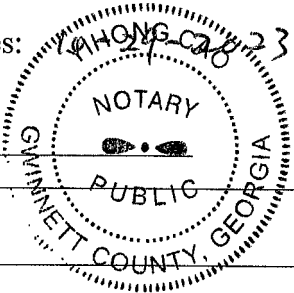
State of Georgia  
County of Gwinnett

This instrument was signed or attested before  
me this 12th day of October, 2020 by  
Seyed Lavassani.

Personally Known  
 Produced Identification

*[Signature]*  
Notary Public (Signature)

My Commission Expires:



(NOTARY SEAL)

*[Signature]*

LAVASSANI SEYED HAMID  
LAVASSANI ALIREZA  
(Owners of Unit 102, Lot 10)

S.H. Lavassani  
(Signature)

Signed in the presence of:

Name: SEYED LAVASSANI

Title: owner

Jin

Unofficial Witness (signature)

Alireza Lavassani  
(Signature)

Li Qi-Feng

Unofficial Witness (print name)

Name: Alireza Lavassani

Title: owner

State of Georgia  
County of Gwinnett

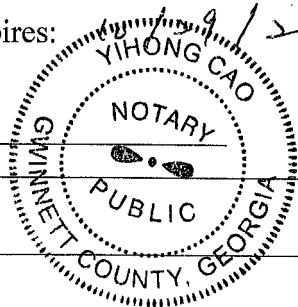
This instrument was signed or attested before  
me this 28 day of Oct, 2020, by  
S.H. Lavassani & Alireza Lavassani

Personally Known  
 Produced Identification

Yihong Cao  
Notary Public (Signature)

My Commission Expires: July 9 / 2023

(NOTARY SEAL)





**LAKEVIEW INTERNATIONAL LLC**  
**(Owner of Unit 103, Lot 10)**

*Tianru Zhu*  
(Signature)

Signed in the presence of:

Name: TIANRU ZHU

Title: OWNER

*GAOPING YU*  
Unofficial Witness (signature)

GAOPING YU  
Unofficial Witness (print name)

State of Georgia  
County of Gwinnett

This instrument was signed or attested before  
me this 13<sup>th</sup> day of October, 2020 by  
Tianru Zhu.

Personally Known  
 Produced Identification

*Shivas Vaidyanathan*  
Notary Public (Signature)

My Commission Expires: 09/23/2022

(NOTARY SEAL)

**SHIVA S VAIDYANATHAN**

**NOTARY PUBLIC**

**Gwinnet County, Georgia**

**My commission expires on September 23, 2022**

**GLOBAL GRAPHIC AWARD LLC**  
**(Owner of Unit 104, Lot 10)**

Manuel Vilcapomo  
(Signature)

Signed in the presence of:

Name: Manuel Vilcapomo

Title: OWNER

Jin

Unofficial Witness (signature)

Li Qi-Feng

Unofficial Witness (print name)

State of Georgia  
County of Gwinnett

This instrument was signed or attested before  
me this 12th day of October, 2020 by  
Manuel Vilcapomo.

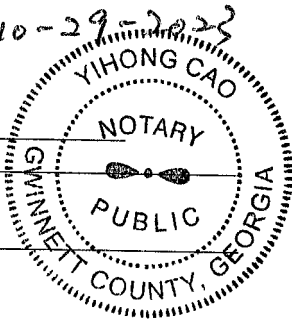
Personally Known  
 Produced Identification

Jin  
Notary Public (Signature)

My Commission Expires: 10-29-2022

(NOTARY SEAL)

Jin Cao



LIU LI  
(Owner of Unit 107, Lot 10)

Li Li  
(Signature)

Name: Li Li

Title: President

Signed in the presence of:

[Signature]

Unofficial Witness (signature)

hi Qi-Feng

Unofficial Witness (print name)

State of Georgia  
County of Gwinnett

This instrument was signed or attested before  
me this 10th day of October, 2020 by  
Li Li

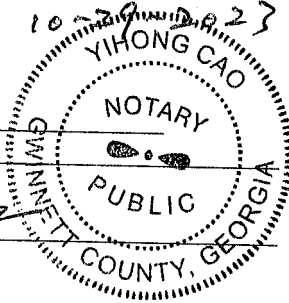
Personally Known  
 Produced Identification

[Signature]

Notary Public (Signature)

My Commission Expires: 10-29-23

(NOTARY SEAL)



[Signature]

**THAI CHANG INVESTMENT LLC**  
**(Owner of Units 100 & 200, Lot 11)**

\_\_\_\_\_  
(Signature)

Name: Hank Chang  
Title: President

Signed in the presence of:

[Signature]

\_\_\_\_\_  
Unofficial Witness (signature)

hi Qi-Feng

\_\_\_\_\_  
Unofficial Witness (print name)

State of Georgia  
County of Gwinnett

This instrument was signed or attested before  
me this 12th day of October, 2020 by  
Hank Chang.

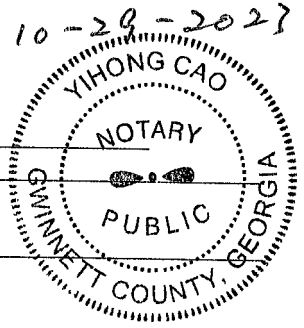
Personally Known  
 Produced Identification

[Signature]  
Notary Public (Signature)

My Commission Expires: 10-29-2027

(NOTARY SEAL) \_\_\_\_\_

[Signature]



**MAK BEAUTY INSTITUTE LLC**  
(Owner of Units 300, 400, 500 & 600, Lot 11)

[Signature]  
(Signature)

Name: Tatyana Carr

Title: owner

Signed in the presence of:

[Signature]

Unofficial Witness (signature)

ERIKA Jean-Pierre

Unofficial Witness (print name)

State of Georgia  
County of Gwinnett

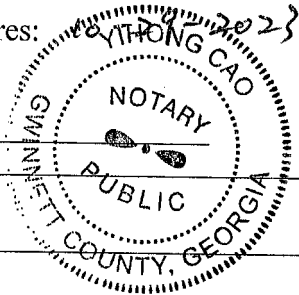
This instrument was signed or attested before  
me this 14th day of October, 2020 by  
Tatyana Carr.

Personally Known  
 Produced Identification

[Signature]  
Notary Public (Signature)

My Commission Expires: 10/14/2023

(NOTARY SEAL)



[Signature]

RICE N PIE LLC  
(Owner of Units 700 & 800, Lot 11)

[Signature]  
(Signature)

Name: GOPALA KURRA

Title OWNER

Signed in the presence of:

[Signature]

Unofficial Witness (signature)

Li Qi Feng

Unofficial Witness (print name)

State of Georgia  
County of Gwinnett

This instrument was signed or attested before  
me this 14th day of October, 2020 by  
Gopala Kurra.

Personally Known  
 Produced Identification

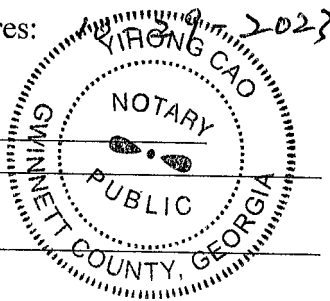
[Signature]

Notary Public (Signature)

My Commission Expires:

10/29/2023

(NOTARY SEAL)



[Signature]

VITAP LLC  
(Owner of Unit 100, Lot 12)

[Signature]  
(Signature)

Name: SARATH KATTA

Title: MANAGING MEMBER

Signed in the presence of:

[Signature]  
Unofficial Witness (signature)

Li Qi-Feng  
Unofficial Witness (print/name)

State of Georgia  
County of Gwinnett

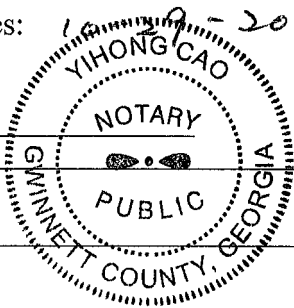
This instrument was signed or attested before  
me this 24th day of October, 2020 by  
Sarath Katta.

Personally Known  
 Produced Identification

[Signature]  
Notary Public (Signature)

My Commission Expires: 10/29 - 2023

(NOTARY SEAL)

[Signature]  


RAYGAR LLC  
(Owner of Unit 200, 300 & 400, Lot 12)

Srujana Rayalam  
(Signature)

Name: SRUJANA RAYALAM

Title: Managing Partner

Signed in the presence of:

[Signature]

Unofficial Witness (signature)

Li Qi Feng

Unofficial Witness (print name)

State of Georgia  
County of Gwinnett

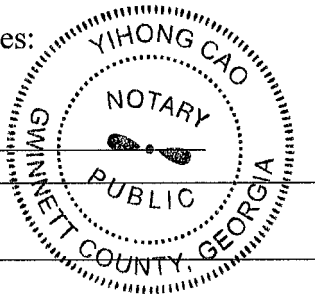
This instrument was signed or attested before  
me this 12th day of October, 2020 by  
Srujana Rayalam.

Personally Known  
 Produced Identification

[Signature]  
Notary Public (Signature)

My Commission Expires:  
10-29-2023

(NOTARY SEAL)



[Signature]



JUAN PABLO ALONSO CHAVEZ  
(Owner of Units 500, 600 & 700, Lot 12)

[Signature]  
(Signature)

Signed in the presence of:

[Signature]  
Unofficial Witness (signature)

LUIS SUAREZ  
Unofficial Witness (print name)

State of [Georgia]  
County of [Gwinnett]

This instrument was signed or attested before  
me this 12 day of October, 2020, by

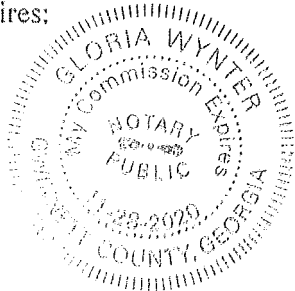
Juan Pablo Alonso Chavez

Personally Known  
 Produced Identification

[Signature]  
Notary Public (Signature)

My Commission Expires:

(NOTARY SEAL)



**For Grantee/Holder/Person of Interest Condominium Association:**

**Berkeley Lake Village Condominium Association, Inc.**

[Signature]  
(Signature)

Signed in the presence of:

Name: Hank Chang  
Title: President

[Signature]  
Unofficial Witness - Secretary (signature)

hi Qi-Feng  
Unofficial Witness - Secretary (print name)

State of Georgia  
County of Gwinnett

This instrument was signed or attested before me this 14th day of October, 2020 by Hank Chang.

Personally Known  
 Produced Identification

[Signature]  
Notary Public (Signature)

My Commission Expires:

14th Nov 2023

(NOTARY SEAL)

[Signature]

For the **Environmental Protection Division, Department of Natural Resources**, State of Georgia, this 28 day of April, 2021:

R. Dunn

(Signature)

Name: Richard E. Dunn  
Director, Environmental Protection Division

Signed in the presence of:

[Signature]  
Unofficial Witness (signature)

LaQuetta Ferrell  
Unofficial Witness (print name)

State of Georgia  
County of Fulton

This instrument was signed or attested before me this 28 day of April, 2021, by

- Personally Known
- Produced Identification

Tamara C. Fischer  
Notary Public (Signature)

My Commission Expires: 7-27-2022

(NOTARY SEAL)

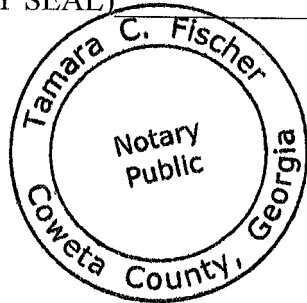


Exhibit A  
Legal Description of Property

All that tract or parcel of land, lying and being in Land Lot 290 of the 6<sup>th</sup> Land District, Gwinnett County, Georgia, containing 3.438 acres of land, more or less, being specifically identified as "Tract C" on the Final Plat for Berkeley Lake Village recorded on July 27, 2007 in Plat Book 121, Page 35, Gwinnett County, Georgia Records, and being more particularly described as follows:

BEGINNING at a point at the intersection of the Land Lot Line common to Land Lots 267 and 290 and the easterly margin of the right-of-way of Peachtree Industrial Boulevard (revised); thence along the easterly margin of the right-of-way of Peachtree Industrial Boulevard North 11 degrees 51 minutes 32 seconds East, 136.97 feet to the TRUE POINT OF BEGINNING; thence continuing along the margin of said right-of-way the following courses and distances: North 11 degrees 51 minutes 32 seconds East, 40.05 feet to a point; North 01 degree 39 minutes 51 seconds East, 50.34 feet to a point; North 13 degrees 12 minutes 40 seconds East, 493.97 feet to a point; South 76 degrees 47 minutes 20 seconds East, 4.00 feet to a point; North 13 degrees 12 minutes 40 seconds East, 50.00 feet to a point; North 12 degrees 36 minutes 17 seconds East, 77.32 feet to a point; thence departing said right-of-way, North 76 degrees 49 minutes 08 seconds West, 53.32 feet to a point; thence North 13 degrees 12 minutes 40 seconds East, 38.72 feet to a point; thence South 76 degrees 47 minutes 20 seconds East, 161.53 feet to a point; thence South 13 degrees 11 minutes 48 seconds West, 452.45 feet to a point; thence South 33 degrees 12 minutes 36 seconds West, 70.90 feet to a point; thence South 13 degrees 12 minutes 40 seconds West, 148.08 feet to a point; thence South 60 degrees 13 minutes 44 seconds West, 73.40 feet to a point; thence 83.34 feet along the arc of a curve to the right having a radius of 115.00 feet, chord bearing of South 80 degrees 59 minutes 26 seconds West and chord distance of 81.53 feet to a point; thence North 78 degrees 14 minutes 51 seconds West, 53.73 feet to the TRUE POINT OF BEGINNING.

Exhibit B  
Legal Description of Master Association Property

All that tract or parcel of land, lying and being in Land Lot 290 of the 6<sup>th</sup> Land District, Gwinnett County, Georgia, containing 3.438 acres of land, more or less, being specifically identified as "Tract C" on the Final Plat for Berkeley Lake Village recorded on July 27, 2007 in Plat Book 121, Page 35, Gwinnett County, Georgia Records, and being more particularly described as follows:

BEGINNING at a point at the intersection of the Land Lot Line common to Land Lots 267 and 290 and the easterly margin of the right-of-way of Peachtree Industrial Boulevard (revised); thence along the easterly margin of the right-of-way of Peachtree Industrial Boulevard North 11 degrees 51 minutes 32 seconds East, 136.97 feet to the TRUE POINT OF BEGINNING; thence continuing along the margin of said right-of-way the following courses and distances: North 11 degrees 51 minutes 32 seconds East, 40.05 feet to a point; North 01 degree 39 minutes 51 seconds East, 50.34 feet to a point; North 13 degrees 12 minutes 40 seconds East, 493.97 feet to a point; South 76 degrees 47 minutes 20 seconds East, 4.00 feet to a point; North 13 degrees 12 minutes 40 seconds East, 50.00 feet to a point; North 12 degrees 36 minutes 17 seconds East, 77.32 feet to a point; thence departing said right-of-way, North 76 degrees 49 minutes 08 seconds West, 53.32 feet to a point; thence North 13 degrees 12 minutes 40 seconds East, 38.72 feet to a point; thence South 76 degrees 47 minutes 20 seconds East, 161.53 feet to a point; thence South 13 degrees 11 minutes 48 seconds West, 452.45 feet to a point; thence South 33 degrees 12 minutes 36 seconds West, 70.90 feet to a point; thence South 13 degrees 12 minutes 40 seconds West, 148.08 feet to a point; thence South 60 degrees 13 minutes 44 seconds West, 73.40 feet to a point; thence 83.34 feet along the arc of a curve to the right having a radius of 115.00 feet, chord bearing of South 80 degrees 59 minutes 26 seconds West and chord distance of 81.53 feet to a point; thence North 78 degrees 14 minutes 51 seconds West, 53.73 feet to the TRUE POINT OF BEGINNING.

LESS AND EXCEPT:

All the property submitted to that certain Declaration of Condominium for Berkeley Lake Village Retail Buildings Condominium, recorded in Deed Book 49383, Page 544 *et seq.*, Gwinnett County, Georgia records (the "Condominium Declaration"), including, without limitation, Retail Building Parcels 10, 11 and 12 of the Berkeley Lake Village, as defined in the Condominium Declaration.

Exhibit C  
Legal Description of Condominium Common Area Property

All the property submitted to that certain Declaration of Condominium for Berkeley Lake Village Retail Buildings Condominium, recorded in Deed Book 49383, Page 544 *et seq.*, Gwinnett County, Georgia records (the "Condominium Declaration"), including, without limitation, Retail Building Parcels 10, 11 and 12 of the Berkeley Lake Village, as defined in the Condominium Declaration.

LESS AND EXCEPT:

All that tract or parcel of land lying and being in Land Lot 290 of the 6<sup>th</sup> District, Gwinnett County, Georgia, being those Units in Lot 10 more specifically identified as Units 101 through 107, those Units in Lot 11 more specifically identified as Units 100, 200, 300, 400, 500, 600, 700, and 800, and those Units in Lot 12 more specifically identified as Units 100, 200, 300, 400, 500, 600, and 700, all of which are more particularly depicted on the Condominium Plat for Berkeley Lake Village, recorded on March 31, 2009 in Plat Book CD5, Page 215, Gwinnett County, Georgia records and the Floor Plans for Berkeley Lake Village Retail Buildings Condominiums, recorded on March 31, 2009 at Book CDFP, Page 5628-5629, Gwinnett County, Georgia records, and on May 5, 2009 at Book CDFP, Page 5630, Gwinnett County, Georgia records.

Exhibit D  
Legal Description of Unit Owners Property

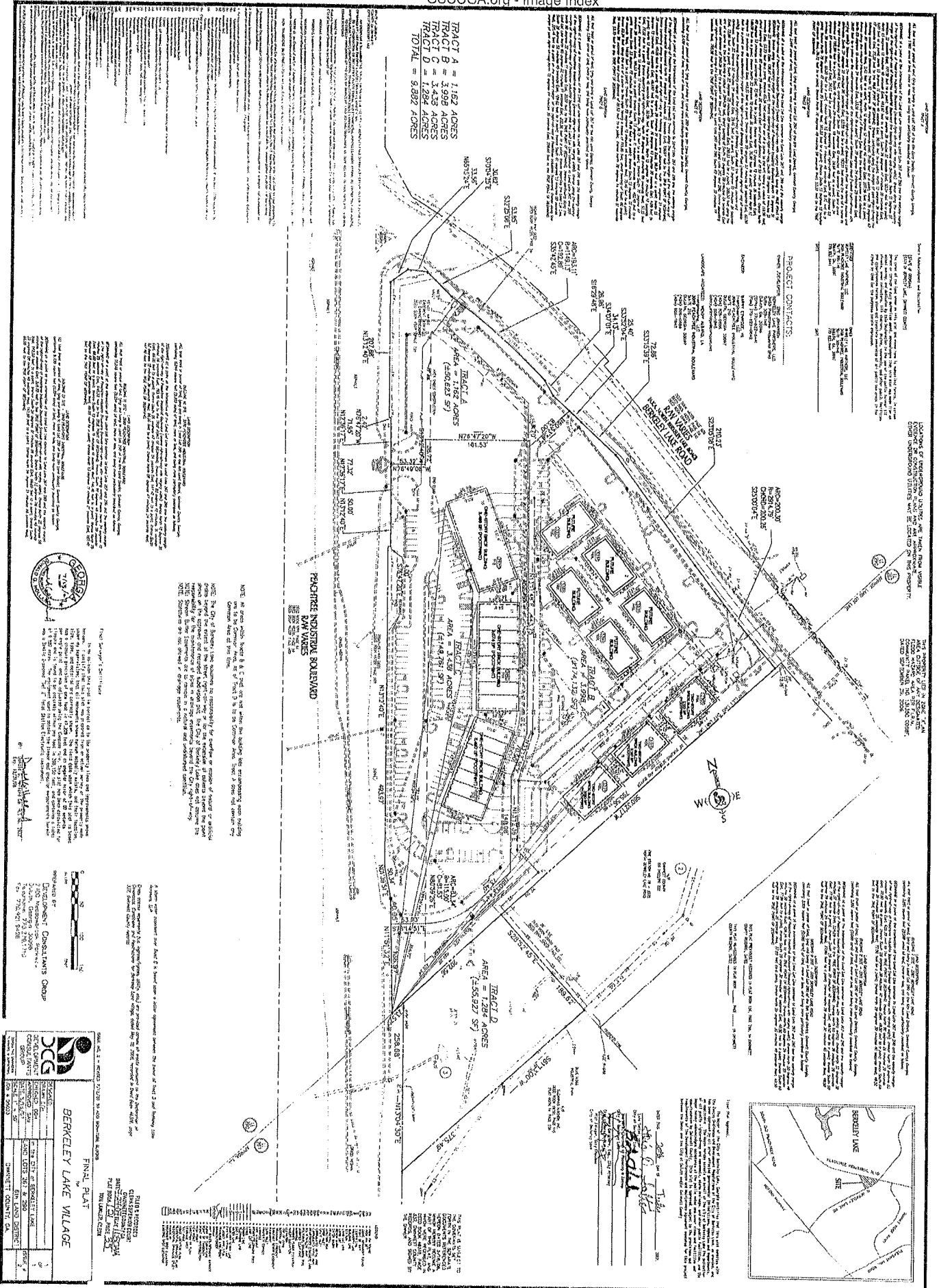
All that tract or parcel of land lying and being in Land Lot 290 of the 6<sup>th</sup> District, Gwinnett County, Georgia, being those Units in Lot 10 more specifically identified as Units 101 through 107, those Units in Lot 11 more specifically identified as Units 100, 200, 300, 400, 500, 600, 700, and 800, and those Units in Lot 12 more specifically identified as Units 100, 200, 300, 400, 500, 600, and 700, as more particularly depicted on the Floor Plans for Berkeley Lake Village Retail Buildings Condominiums, recorded on March 31, 2009 at Book CDFP, Page 5628-5629, Gwinnett County, Georgia records, and on May 5, 2009 at Book CDFP, Page 5630, Gwinnett County, Georgia records, together with an undivided interest in the Common Area pursuant to the Declaration of Condominium for Berkeley Lake Village Retail Buildings Condominium, recorded on March 31, 2009 in Deed Book 49382, Page 544, Gwinnett County, Georgia records.

Exhibit E  
Map of Property



10/18/2018

GSCCCA.org - Image Index



<b>BERKELEY LAKE VILLAGE</b>	
FINAL PLAT	
PREPARED BY CONSULTANTS GROUP	DATE 10/18/2018
PROJECT NO. 18-0001	SHEET NO. 33 OF 33
CLIENT BERKELEY LAKE VILLAGE	COUNTY GWINNETT
ADDRESS 8000 BERKELEY LAKE DRIVE BERKELEY LAKE, GA 30107	PLAT NO. 2018-0001

**TRACT A = 1,182 ACRES**  
**TRACT B = 3,998 ACRES**  
**TRACT C = 1,438 ACRES**  
**TRACT D = 1,284 ACRES**  
**TRACT E = 3,882 ACRES**

**PROJECT CONTACTS:**  
 Project Manager: [Name]  
 Surveyor: [Name]  
 Engineer: [Name]

**NOTICE:** The City of Berkeley Lake warrants its responsibility for completion or issuance of a valid plat for the subdivision of land shown on this plat. The City of Berkeley Lake warrants its responsibility for the accuracy of the information shown on this plat. The City of Berkeley Lake warrants its responsibility for the accuracy of the information shown on this plat. The City of Berkeley Lake warrants its responsibility for the accuracy of the information shown on this plat.

**NOTICE:** The City of Berkeley Lake warrants its responsibility for completion or issuance of a valid plat for the subdivision of land shown on this plat. The City of Berkeley Lake warrants its responsibility for the accuracy of the information shown on this plat. The City of Berkeley Lake warrants its responsibility for the accuracy of the information shown on this plat. The City of Berkeley Lake warrants its responsibility for the accuracy of the information shown on this plat.

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