

2014 OCT -1 AM 8:00

RICHARD ALEXANDER, CLERK

Please return recorded instrument to:
Steven M. Winter, Esq.
Winter Capriola Zenner, LLC
3490 Piedmont Road, N.E., Suite 800
Atlanta, Georgia 30305

Cross Reference: Deed Book 35329
Page 214

STATE OF GEORGIA
COUNTY OF GWINNETT

**FIFTH AMENDMENT TO THE BYLAWS OF
BRIDLEGATE AT TROTTERS RIDGE HOMEOWNERS ASSOCIATION, INC.**

This Fifth Amendment to the Bylaws of Bridlegate at Trotters Ridge Homeowners Association, Inc. (hereinafter, the "Amendment") is made effective as of the 22nd day of September, 2014 by Bridlegate at Trotters Ridge Homeowners Association, Inc. (hereinafter, the "Association") in accordance with the provisions of said Bylaws.

WITNESSETH

WHEREAS, Bridlegate at Trotters Ridge is a residential subdivision created pursuant to those certain Bylaws of Bridlegate at Trotters Ridge Homeowners Association, Inc. recorded October 10, 2003 in Deed Book 35329, Page 214, *et seq.*, Gwinnett County, Georgia records (hereinafter, as amended and supplemented, the "Bylaws"); and

WHEREAS, Bridlegate at Trotters Ridge Homeowners Association, Inc. is the "Association" as said term is defined in the Bylaws; and

WHEREAS, pursuant Article VI, Section 1 of the Bylaws, the Bylaws may be amended by the approval of Lot Owners of Lots to which two-thirds (2/3) of the eligible votes in the Association pertain; and

WHEREAS, this Amendment has been approved by the requisite number of Lot Owners of the Association as evidenced by the sworn statement of the President and Secretary of the Association attached hereto as Exhibit "A" and by this reference made a part hereof;

NOW, THEREFORE, the Bylaws are hereby amended as follows:

1. Article VII of the Bylaws, entitled Definition, is hereby amended by adding to the end of said Section a new Subsection (f), which shall read as follows:

“(f) Commercial Vehicle shall mean any vehicle or trailer used for commercial purposes as determined in the sole discretion of the Board of Directors of the Association or which contains commercial writing on the exterior, including, without limitation, vehicles which contain advertising or a company’s insignia or logo.”

2. Section 1 of the “Appendix” attached to and recorded with the Bylaws is hereby amended by deleting said Section 1 in its entirety and substituting in its place the following:

“1. An Architectural Control Committee (ACC) shall be established by the Board of Directors and shall be comprised of volunteering members of the Association. The ACC shall have such powers as described in these General Covenants and Restrictions (hereinafter, “Covenants and Restrictions”) to approve or disapprove plans, buildings, structures, and improvements and changes to Lots, for the purpose of ensuring that the Bridlegate at Trotters Ridge subdivision is maintained as a residential area of high quality and standard and in order to maintain a pleasing and attractive appearance throughout the subdivision. The ACC shall base its judgments upon: (a) the suitability of the design and materials of the proposed constructions, and the quality of the workmanship and materials to be used, to ensure that any such constructions are consistent with, and in harmony with, the surrounding neighborhood and existing structures therein, (b) the effect of such constructions upon neighboring Lots, and (c) conformity with published guidelines written and maintained by the ACC providing specific allowances & restrictions.

Any member of the ACC may be authorized by the ACC to exercise the full authority of the ACC with respect to all matters which the ACC has authority. The action of each member with respect to the matters specified shall be final and binding upon the ACC and upon any application for an approval permit or authorization. The applicant may, within ten (10) calendar days after receipt of notice of any decision which is deemed unsatisfactory, file a written request to have the matter in question reviewed by the ACC. Upon the filing of such request, the matter shall be submitted to and promptly reviewed by the ACC. At any rate, any such review by the ACC shall take place no later than thirty (30) days after the filing of such request. The decision of a majority of the members of the ACC with respect to such matter shall be final and binding. Written requests for approval by the ACC, under these Covenants and Restrictions, that have not been approved or disapproved by the ACC within sixty (60) days of receipt of the written request, shall be considered approved.”

3. Section 5 of the "Appendix" attached to and recorded with the Bylaws is hereby amended by deleting said Section 5 in its entirety and substituting in its place the following:

"No Lot shall be used for a dumping ground for trash or garbage; nor shall any Lot be used for keeping or breeding livestock animals or poultry of any kind, except for household pets, provided they are not used for breeding or maintained for any commercial purpose. Dogs, cats and other generally recognized household pets may be kept and maintained in reasonable number, all as determined in the sole discretion of the Board. All animals and pets shall be registered, licensed and inoculated as required by law. All dogs must be leashed, contained in the yard or homes with fencing ("invisible" electronic fences are approved provided they contain the pets) so as not to roam freely through the neighborhood. The Board of Directors may prohibit from the Community, and/or require that an Owner remove from his/her Lot, any animals which are determined, in the sole discretion of the Board of Directors, to be (1) dangerous to the health, safety or welfare of, or (2) a nuisance or inconvenience to other Owners, residents or guests within the Community.

No pet shall be left unattended on any part of the Common Property. The keeping of pets and their ingress, egress, and travel upon the Common Property shall be subject to such rules and regulations as may be adopted by the Board of Directors. If any Owner or occupant fails to abide by the rules and regulations and/or covenants applicable to pets, the Board of Directors may bar such pet from use or travel upon the Common Property. No pet shall be permitted to leave its droppings on any portion of the Common Property and the owner of such pet shall immediately remove the same. The Board of Directors shall have the right to fine the Owner or occupant of any Lot for any violations of the foregoing pet restrictions. Any Owner or occupant shall be liable to the Association for the cost of clean-up or repair of any damage to the Common Property caused by the pet of such Owner, and the same shall be added to and become a part of the portion of any dues or assessment next coming due to which such Owner is subject."

4. Section 12 of the "Appendix" attached to and recorded with the Bylaws, is hereby amended by deleting said Section 12 in its entirety, and substituting in its place the following:

"No advertising signs, bill boards, or high and unsightly structures shall be erected on any Lot or displayed to the public on any Lot except for a sign that may be used for property sale or rent, or occasional garage sales. Tastefully purchased banners announcing graduation of Bridlegate neighborhood children are permitted at appropriate times, and must be removed within a reasonable time, or upon the Board's request. Political signs are permitted to be displayed on a Lot four (4) weeks before an election day, but must be removed forty-eight (48) hours after the election day. Signs advertising businesses performing work on an

Owner's Lot may be displayed on a Lot for two (2) weeks or for the duration of the project being performed, whichever is shorter."

5. Section 16 of the "Appendix" attached to and recorded with the Bylaws, is hereby amended by deleting said Section 16 in its entirety, and substituting in its place the following:

"The pursuit of hobbies or activities, including without limitation, the assembly of disassembly of motor vehicles or other mechanical equipment or devices, which causes, in the sole discretion of the ACC or the Board of Directors, any disorderly, unsightly or unkempt condition is prohibited."

6. Section 18 of the "Appendix" attached to and recorded with the Bylaws, is hereby amended by deleting said Section 18 in its entirety, and substituting in its place the following:

"18. Leasing. In order to maintain the character of the Community as a primarily residential development with the Lots being primarily utilized by owner/occupants thereof, and to enhance the financing of Lots in the future, leasing of the Lots in the Community are subject to the following terms and conditions:

(a) Definition of Leasing. "Leasing" shall mean the regular, exclusive occupancy of a Lot by any person(s) other than the Owner, with or without a written lease agreement and without regard to the actual payment of rent any kind or amount. The term leasing shall expressly include, without limitation, occupancy of a Lot by any individual or entity under a house sitting arrangement for the purpose of maintaining occupancy of the Lot pending the sale of the Lot. For purposes hereof, occupancy by a roommate of an Owner/Occupant shall not constitute leasing.

(b) Approval Requirement. Owners desiring to lease their Lots may do so only if they have applied for and received from the Board of Directors either a "Leasing Approval" or an "Emergency Leasing Approval." Such an Approval, upon its issuance, will allow an Owner to lease his or her Lot provided that such leasing is in strict accordance with the terms of the Approval and this Section. The Board of Directors shall have the authority to establish conditions as to the duration and use of such Approvals consistent with this Section. All Leasing Approvals and Emergency Leasing Approvals shall be valid only as to a specific Lot Owner and Lot and shall not be transferable between either Lots or Lot Owners (including a subsequent Owner of a Lot where an approval was issued to the Owner's predecessor in title).

(c) Leasing Approval. An Owner's request for Leasing Approval shall be granted unless Leasing Approvals have been issued and are outstanding for more than ten percent (10%) of Lots in the Community. Upon the granting thereof, a Leasing Approval shall remain in effect until the first to occur of any of the following: (i) the sale or other conveyance of the Lot in a bona fide, arm's length transaction; (ii) the Lot Owner has failed or been unable to lease the Lot in a bona

vide, arm's length transaction for a period of ninety (90) days from the date Leasing Approval was initially granted for such Lot, or (iii) after the Lot is leased, the Lot Owner has failed or been unable to lease the Lot for a period of ninety (90) consecutive days thereafter. If Leasing Approvals are issued and outstanding for more than ten percent (10%) of Lots in the Community, then no additional Leasing Approvals shall be granted, except for Emergency Leasing Approvals granted pursuant to Subsection (d) below, until the number of outstanding Leasing Approvals falls below ten percent (10%). Any Lot Owner who has been denied Leasing Approval for the foregoing reason shall be automatically placed on a waiting list for a Leasing Approval and shall be issued the same if he or she desires when the number of Leasing Approvals issued and outstanding falls below ten percent (10%). At the expiration of a Leasing Approval, if the Owner desires to continue to lease his or her Lot, such Owner may reapply for a Leasing Approval but shall be placed at the end of any existing waiting list. The issuance of an Emergency Leasing Approval to an Owner shall not cause the Owner to be removed from the waiting list for a Leasing Approval. Notwithstanding anything to the contrary in this Subsection, no Leasing Approval shall be granted to an Owner shown to be delinquent on the Association's books and records and such Leasing Approval shall automatically terminate if an Owner is delinquent on the Association's books and records for more than sixty (60) days.

(d) Emergency Leasing Approval. Notwithstanding the provisions of Subsection (c) above, the Board of Directors of the Association shall also have the authority to issue, in its sole discretion, emergency approvals for the lease of a Lot (an "Emergency Leasing Approval") due to situations arising from death or catastrophic illness, job transfers or other extraordinary or emergency situations that would reasonably warrant the issuance of an Emergency Leasing Approval. Each Emergency Leasing Approval shall be valid only for the period of time specified by the Board at the time such Emergency Leasing Approval is granted and the Lot Owner shall immediately discontinue leasing of the Lot at the end of such time period unless a Leasing Approval or an additional Emergency Leasing Approval is first obtained. Emergency Leasing Approvals shall be automatically revoked if during the term of the approval, the Owner is approved for and receives a Leasing Approval.

(e) General Leasing Provisions. Any lease agreement shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of the Bylaws and rules and regulations of the Association and that any failure by the lessee (or other Occupant) to comply with the terms of such documents shall be in default under the lease. All leases shall be required to be in writing. No Lot Owner shall be permitted to lease the Lot of such Lot Owner for transient or hotel purposes. All leases shall be for an initial term of six (6) months, except with written Board approval. No lease shall be for less than the entire Lot. Prior to the commencement of any lease, the Lot Owner shall provide any and all documents required by the Association, including, without limitation: (i) written notice of the name of the lessee(s) and the term of the lease, (ii) a true and correct copy of the lease, and (iii) signed acknowledgement from the lessee that he/she has been provided with copies

of and shall comply with all provisions of the Bylaws and rules and regulations of the Association (the "Governing Documents"). No Lot may be subleased without the prior written consent of the Board of Directors, which consent may be arbitrarily withheld.

(f) Specific Leasing Provisions. Any lease of a Lot at the Community shall be deemed to contain the following provisions whether or not expressly therein stated, and each Lot Owner covenants and agrees that any lease of a Lot shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by the existence of this covenant. Any lessee, by occupancy of a Lot, agrees to the applicability of this covenant and incorporation of the following provisions into any lease:

(i) Liability for Fines and Other Charges. The lessee acknowledges and agrees that lessee is personally obligated to the Association for the payment of all fines and other charges which become due as a consequence of the lessee's activities, including, but not limited to, activities which violate provisions of the Governing Documents, notwithstanding the fact that the Lot Owner is also personally liable for such charges and fines.

(ii) Compliance with Governing Documents. The lessee agrees to abide and comply with all provisions of the Governing Documents. Any lessee charged with a violation of the Governing Documents is entitled to the same procedure to which a Lot Owner is entitled prior to the imposition of a fine or other sanction.

(iii) Violations. Any violation by the lessee of the Governing Documents constitutes a default under the lease which entitles the Lot Owner to evict the lessee in accordance with Georgia law.

(iv) Association as Third Party Beneficiary. The Association is a third party beneficiary of the provisions set forth in this Subsection (f).

(g) Owner Responsibility. Each Lot Owner is responsible for assuring that all lessees and other Occupants of the Owner's Lot shall comply with the Governing Documents and for all violations and losses caused by such lessees and/or Occupants. Each Lot Owner is jointly and severally liable for all fines and other charges assessed against any lessee or Occupant of his or her Lot. All such fines and charges shall constitute an assessment and lien against the Lot as provided in the Bylaws.

(h) Liability for Assessments. When a Lot Owner who is leasing his or her Lot fails to pay any annual or special assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board of Directors, lessee shall pay

to the Association all unpaid annual and special assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by the lessee. However, lessee need not make such payments to the Association in excess of or prior to the due dates for monthly rental payments unpaid at the time of the Board's request. All such payments made by lessee shall reduce by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee falls to comply with the Board's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under Article II of the Bylaws as if lessee were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

(i) Owner Obligation to Evict. Each Lot Owner who leases his or her Lot shall be obligated to evict the lessee upon written request by the Association if such Lot Owner's lessee has committed three (3) or more separate violations of the Governing Documents within any twelve (12) month period for which sanctions (including, but not limited to, fines) are imposed as provided for in the Governing Documents. The Lot Owner shall be required to commence the eviction process within ten (10) days after receipt of said notice from the Association, and shall be further required to diligently and continuously pursue the eviction process up to and through its final resolution or disposition. Upon the request of the Association, the Lot Owner shall provide the Association with assurances, including, if requested, supporting documentation, showing evidence of the Lot Owner's compliance with his or her obligations as provided for herein. Upon the final resolution or disposition of the eviction process, the Lot Owner shall inform the Association of the same by written notice. In the event the Lot Owner fails to comply with his or her obligation to evict the lessee as provided for herein, the Lot Owner shall be subject to fines (and other sanctions), and such fines shall be deemed an assessment and lien against the Lot as provided in the Bylaws. The Lot Owner, and not the Association, shall be solely responsible for evicting the lessee as provided for herein and shall solely bear the costs and expenses, including attorneys' fees, associated therewith.

(j) Application to Existing Leases/Leasing. Those Owners who are leasing Lots upon the recording date of this Amendment (the "Effective Date") and who, within thirty (30) days of the Effective Date, file with the Board a copy of the lease in effect on the Effective Date, shall be issued Leasing Approvals and shall not be required to demonstrate emergency or extraordinary circumstances as a prerequisite to the leasing of their Lots, notwithstanding the provisions of Subsection (c) hereof, however, such Owners shall count toward the limitation on the number of issued and outstanding Leasing Approvals stated therein for purposes of determining whether an Owner's request for Leasing Approval shall be approved. A Leasing Approval granted under this Subsection shall remain in effect until terminated as above provided."

7. Section 21 of the "Appendix" attached to and recorded with the Bylaws is hereby amended by deleting said Section 21 in its entirety and substituting in its place the following:

"21. Any changes to the exterior of the house, or outside appearance of the Lot shall be subject to ACC approval. All plans of structural changes must be submitted in writing to the ACC for approval. Please refer to the ACC Guidelines for help with exterior changes (examples of acceptable colors, etc.)."

8. Section 29 of the "Appendix" attached to and recorded with the Bylaws, is hereby amended by deleting said Section 29 in its entirety, and substituting in its place the following:

"29. RESERVED"

9. The "Appendix" attached to and recorded with the Bylaws, is hereby amended by adding to the end thereof a new Section 30 which shall read as follows:

"30. Each Owner and every occupant of a Lot shall comply strictly with the Bylaws, the Covenants and Restrictions, and the rules and regulations, as they may be lawfully amended or modified from time to time. The Board of Directors may impose fines or other sanctions, which shall be collected as provided in the Bylaws for the collection of assessments. Failure to comply with the By-Laws, the Covenants and Restrictions or the rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board of Directors, on behalf of the Association, or, in a proper case, by an aggrieved Owner. Failure by the Association or any Owners to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

Fine amounts will be consistent with the severity of the violation, as determined in the sole discretion of the Board of Directors. Fines can be levied at any time deemed appropriate by the Board of Directors after giving the violating Owner and occupant in the case of a lease Lot not less than fourteen (14) days' notice of the violation and the fine to be imposed.

In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon a Lot or any portion of the Common Property to abate or remove, using such force as may be reasonably necessary, any erection, thing or condition which violates this the Bylaws, the Covenants and Restrictions, or the rules and regulations. Unless an emergency situation exists, the Board shall give the violating Owner ten (10) days' written notice of its intent to exercise self-help. All costs of self-help, including reasonable attorney's fees actually incurred shall be assessed against the violating Owner and shall be collected as provided for in the Bylaws for the collection of assessments."

10. In the event of any conflict or inconsistency between the provisions of this Amendment and the terms of the Bylaws of the Association, the terms of this Amendment shall control.

11. Except as otherwise defined herein, capitalized terms, as used in this Amendment, shall have the meanings set forth in the Bylaws.

12. Except as herein modified and amended, the Bylaws shall remain in full force and effect. This Amendment was prepared by Steven M. Winter, Esq. of Winter Capriola Zenner, LLC, 3490 Piedmont Road, N.E., Suite 800, Atlanta, Georgia 30305. This Amendment shall be effective upon recordation in the Gwinnett County, Georgia records.

IN WITNESS WHEREOF, the undersigned officers of the Association hereby execute this Amendment on the date and year first above written.

ASSOCIATION:

**BRIDLEGATE AT TROTTERS RIDGE
HOMEOWNERS ASSOCIATION, INC., a
Georgia nonprofit corporation**

Signed, sealed and delivered
in the presence of:

William M. Edge
Unofficial Witness

By: Brenda N. P. [Signature]
President

Attest: Debra A. Drenn
Secretary

Maria Elena Stringer
Notary Public
My Commission Expires: 10-9-2017



Maria Elena Stringer
NOTARY PUBLIC
Gwinnett County, GEORGIA
My Commission Expires [unclear]

EXHIBIT A
CERTIFICATION OF APPROVAL

The undersigned officers of Bridlegate at Trotters Ridge Homeowners Association, Inc. hereby swear under oath that the above Amendment was approved by the Lot Owners of Lots to which two-thirds (2/3) of the eligible votes in the Association pertain and that any notices required by applicable law were properly given.

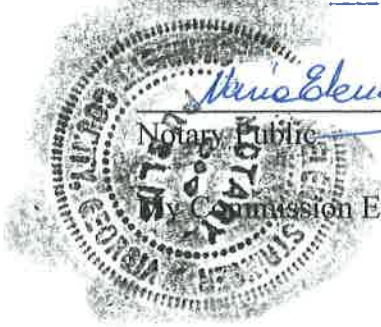
Sworn to and subscribed
before me this 22 day of Sept, 2014



President



Secretary





Notary Public
My Commission Expires: 10-9-2017

[Notary Seal]

Maria Elena Stringer
NOTARY PUBLIC
Gwinnett County, GEORGIA
My Commission Expires October 9, 2017