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BY-LAWS

OF

**BRIDLEGATE AT TROTTERS
RIDGE HOMEOWNERS
ASSOCIATION, INC.**

[As Rev. 9/26/2003]

230745

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OF-
BRIDLEGATE AT TROTTERS RIDGE HOMEOWNERS ASSOCIATION, INC.**

ARTICLE I

PURPOSE AND RESPONSIBILITIES

Section 1.

The purpose of Bridlegate at Trotters Ridge Homeowners Association, Inc. (the "**Association**") is the promotion of the **recreation**, health, safety, welfare, common **benefit** and enjoyment of the owners and occupants of the Lots, as **hereinafter** defined in Article **VII**, described in that **certain** Final Plat for **Bridlegate** at Trotters **Ridge**, **Unit One** and **Unit Two**, recorded on **April 23, 1992**, In Plat Book 54, page 237, Gwinnett County Records, including the maintenance of real and personal property as may be **authorized** from **time to time** by the Board of **Directors** of the Association.

Section 2.

Association's Responsibility. The Association shall maintain and keep in good repair **the** Common Property, as **defined** In **Article VII**, below. **This maintenance shall include, without** limitation, maintenance, repair, and replacement, subject to any insurance then in **effect**, **of** all landscaping and improvements situated on the Common Property. The Association shall also maintain: (a) all entry features for the Community, as hereinafter defined in Article VII, including the expenses for **water and electricity**, if any, **provided to all** such entry features; and (b) **all** property outside of Lots located within the Community; provided that such property **is** not otherwise owned or maintained by the developer or any of its successors in interest.

In addition, the Association shall have the right, but not the obligation, to maintain other property **not** owned by the Association, whether within or without the Community, where the Board of Directors has determined that such maintenance would benefit all Owners.

In the event that the **Association** determines that the need for maintenance, repair or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, or the family, guests, lessees, or invitees of any Owner, and is not covered or paid for by insurance, in whole or in part, then the Association may perform such maintenance, repair or replacement at such Owner's sole cost and **expense**.

ARTICLE II

MEMBERS

Section 1.

Members shall include every person who **is** the record owner of a fee or an **undivided fee interest** in any Lot that is set forth on that certain Final Plat for Bridlegate at Trotters Ridge, Unit One and Unit Two recorded on April 23, 1992, in Plat Book 54, Page 237, Gwinnett County records, who has paid in full all mandatory annual and special **assessments due the Association**, as **determined** by the **Board of Directors**.

The foregoing is not intended to include Persons who hold an interest merely as security for the **performance** of an **obligation**, and the **giving** of a **security interest** shall not **terminate** membership. No Owner, whether one or more Persons, shall have more than one **(1)** membership per Lot. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as **provided** in these By-Laws. **Membership** shall be appurtenant to **ownership** of any Lot, but shall be subject to the complete and **timely** payment of all annual and special assessments due the Association. The rights and **privileges** of membership, **including** the right **to** vote and to hold office, may be exercised by a member or the member's **spouse**, but **in** no event shall more than one **(1)** vote be cast nor **office** held for each Lot owned.

Each Owner and occupant shall comply **strictly with** the By-Laws, as they may be lawfully amended or modified from time to time, and with the General Covenants and **Restrictions** set forth in the **Appendix** of these By-Laws. Such General Covenants and **Restrictions** are **incorporated** herein by reference hereto. The Board of Directors **may** impose fines or other; **sanctions, which** shall be collected as **provided herein** for the **collection** of assessments. **Failure** to comply with the By-Laws 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 Owner to enforce any of the **foregoing shall in** no event be deemed a **waiver** of the **right** to do so thereafter. The Board shall have the right to record **any** notice required or allowed by law **regarding** the **violation** of the By-Law and to access the **cost** of **recording** and **removing** such **notice against** the Owner who is responsible (or whose occupants are responsible) for violating the By-Laws.

In addition to any other **remedies provided** for **herein**, the **Association** or **its duly** authorized agent shall have the power to enter upon any Lot or any other **portion** of the Community to **abate** or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates the By-Laws. (such action by the Association is hereinafter referred to as "**Self-Help**"). Unless an emergency **situation exists**, the Board shall **give** the **violating** Lot Owner fourteen **(14)** days written notice of its intent to exercise Self-Help. Such written notice **shall** be sent by certified mail with return receipt. The notice period shall actually begin **upon** the violating Lot Owner's **receipt** of the certified letter as evidenced by return **receipt**. All **costs** of **Self-Help, including, without limitation**, reasonable attorney's fees actually incurred, shall be assessed against the violating Lot Owner and shall be collected as provided for herein for the collection of assessments.

Unless otherwise directed by the Board of Directors, the Association shall not issue certificates

evidencing membership in the Association.

Section 2

Duration. The covenants and restrictions of these By-Laws shall run with and bind the **Community**, and shall inure to the benefit of and **shall be enforceable** by the **Association against** any Owner, its legal representatives, heirs, successors, and assigns, for a period of **twenty (20)** years, after which time these By-Laws **shall be automatically extended** for **successive periods of ten (10)** years, unless such extension is **disapproved** by the affirmative vote or written consent, or any combination thereof, of at least **two-thirds (2/3) of the total Association vote**. A written instrument reflecting **disapproval** must be recorded within the year **immediately preceding** the beginning of a ten (10) year renewal period. **Every purchaser or grantee of any interest** (including, without limitation, a security interest) in any real property subject to these By-Laws, by acceptance of a deed or other conveyance **therefor, thereby agrees** that **such provisions of these** By-Laws may be extended and renewed **as provided** in this Section.

Section 3.

Assessments of Members. The **assessments provided** for herein shall be used for the **general purposes** of promoting the recreation, health **safety, welfare, common benefit, and enjoyment** of the Owners and occupants of Lots, including the maintenance of real and personal property, all as **may** be more specifically authorized **from time to time by the Board** of Directors.

Assessments shall be **determined** by the Board of Directors based on the annual budget of the Association, which shall be **prepared by the Board of Directors and** approved **by the Board** of Directors. Mandatory dues will be assessed at **\$100.00 per year** commencing on **July 1** of each year, which is the **beginning** day of the **Associations fiscal year**. A late fee **will be added in the** amount of \$5.00 per month, beginning **August 1**.

The Board of Directors, while responsible for **determining the annual budget, is limited to raising** the annual assessments of members to ten percent (10%) of the **previous year's assessment**. If the Board of Directors votes an increase **greater than 10%, a special meeting will be called by** the Board **President** for all members to vote on the proposed **budget**. A **simple majority vote** will be required for **budget** passage.

Any special assessments for projects not covered in the annual budget will require a **simple majority** vote by the members for passage. **Special assessments shall be considered any** assessment other than annual dues.

Section 4.

Annual Meeting of Members. The regular annual meeting of the Members shall be held at such place within the State of Georgia, Gwinnett County, **as shall be designated** in the **call of the** meeting on the **determined designated** day in the **ninth** month of each calendar year. **The** Members shall at such annual meeting **elect a Board of Directors and Officers for the ensuing** year, in the manner provided in Article III, herein, and **shall** have authority to transact any **and** all business, which may be **brought** before **such meeting**.

Section 5.

Special Meetings of Members. Other meetings of Members shall be held at such place **within** the State of **Georgia**, Gwinnett County, **as shall be designated** in the call of the meeting. Special meetings **may** be **called** by the President of the Association at any time, and must be **called** by the President when so requested in writing by any two **Directors**, or by 10% of the Members of the Association.

Section 6.

Notice of Meetings. Written notice of the place, date and time of every annual or special **meeting** of Members **shall** be posted in the **Bridlegate** Newsletter or **emailed** in advance of such meeting. If a special meeting is called, such notice shall state the object or objects of **the** meeting. It shall not be necessary that notice of an annual meeting specify the business to be

transacted at such meeting, but such notice shall specify the number of directors to be elected at such annual meeting.

Section 7.

Quorum. The presence at any meeting of Members entitled to cast one-fourth (1/4) of the votes in the Association, represented in person or by proxy, shall constitute a quorum. If a quorum is not present at any meeting, the Members present, though less than a quorum, may **adjourn** the meeting to a later date and give notice thereof to all Members in accordance with the provisions of these By-Laws, and at that second meeting the presence of Members entitled to cast ~~one-fifth~~ (1/5) of the votes of the Members in the Association, represented in person or by proxy, shall constitute a quorum. Unless otherwise provided in the Articles of Incorporation of the Association, or these By-Laws, a simple majority of the votes entitled to be cast by all Members present at a meeting at which a quorum is present shall be necessary and sufficient to decide and act upon any question which shall come before the meeting. No business shall be transacted at any meeting unless a quorum is present.

Section 8.

Voting. Members shall be entitled to One (1) vote for each Lot owned. When more than ~~one~~ (1) person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as those Owners themselves determine and advise the Secretary prior to any meeting. In the **absence of such advice**, the Lot's vote shall be suspended in the event more than one (1) Person seeks to exercise it.

Section 9.

Proxies. The vote of any Member may (and shall, in the case of any Member not a **natural** person or persons) be cast pursuant to a proxy or proxies duly executed by or on behalf of the member, or in cases where the Member consists of more than one person, by or on behalf of all such persons. No such proxy shall be revocable except by written notice delivered to the Association by the Member or by any of such persons executing the proxy. Any proxy shall be void if it is not dated or if it purports to be revocable without the required written notice. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. A proxy shall be automatically revoked by the transfer of title to the Lot to which it relates.

Section 10.

Action of Members Without a Meeting. Any action which may be taken at a meeting of the Members may be taken without a meeting if a written approval and consent, setting forth the action authorized, is signed by each of the Members entitled to vote on the date of which the last such Member signs such approval and consent and upon the filing of such approval and consent with the officer of the Association having custody of its books and records. Such approval and consent so filed shall have the same effect as a unanimous vote of the Members at a special meeting called for the purpose of considering the action **authorized**.

ARTICLE III

DIRECTORS

Section 1.

Number and Qualifications of Directors. The **business** and affairs of the **Association shall be** managed by a **Board** of Directors. Directors shall be natural persons who have attained the age of eighteen (18) years. The Board of Directors shall be composed of the President, Vice President, **Secretary/Treasurer**, and three members selected from the **Association**. The committees of the Association shall be:

- a) Block Captains
- b) other committees as deemed **necessary**

Section 2.

Election and Term of Office. The members of the Board of Directors shall be elected by the majority vote of all Members in attendance at a duly-called meeting of Members at which such election takes place and at which a quorum is present. Directors who also serve as Officers shall hold office for the term of one (1) year or until their successors shall have been elected or appointed and qualified or until their earlier resignation, removal from office or death. Non-Officer Directors shall hold office for the term of two (2) years or until their successors shall have been elected or appointed and qualified or until their earlier resignation, removal from office or death.

Section 3.

Annual Meeting of Directors. The annual meeting of the Board of Directors shall be held immediately after the annual meeting of Members, at the same place at which the annual meeting of Members was held, as a matter of course and without notice, for the transaction of any business, which may be brought before the meeting.

Section 4.

Special Meetings of Directors. Special meetings of the Board of Directors shall be held at such place within the State of Georgia, County of Gwinnett, as shall be designated in the call of such meetings. Special meetings of the Board of Directors may be called by the President at anytime, in its discretion, and must be called by the President whenever so requested in writing by any member of the Board of Directors.

Section 5.

Notices of Meetings. Notices of special meetings of the board of Directors shall be given by the President or the Secretary to each member of the board not less than twenty-four (24) hours before the time at which such meetings are to convene. Said notices may be given by telephone, or by any other form of written or verbal communication. It shall not be necessary for notices of special meetings of the Board of Directors to state the purposes or objects of the meetings. The Directors may waive notice of any meeting. Action may be taken by the Directors without a meeting if such action is consented to in writing by all of the Directors.

Section 6.

Quorum. A quorum at any meeting of the Board of Directors shall consist of a majority of the members of the Board. Unless otherwise provided in the Articles of Incorporation of the Association or these By-Laws, a majority of those present at any meeting at which a quorum is present may decide any questions, which may come before any meeting.

Section 7.

Management Powers of the Board of Directors. The management of the Association shall be vested in the Board of Directors, which shall have and shall exercise all of the powers and duties, which the Association is authorized and required to exercise and perform.

Section 8.

Removal of Directors. Any Director may be removed, with or without cause, by a majority of the votes entitled to be cast by those Members who are present in person or by proxy and voting at a special meeting.

Section 9.

Compensation of Directors. No Director shall receive compensation for any service he may render to the Association as a Director, however, any Director may be reimbursed for his actual expenses incurred in the performance of his duties as a Director.

ARTICLE IV

OFFICERS

Section 1.

Designation of Officers. The Officers of the Association shall consist of a President, one or more

Vice Presidents, a Secretary, and a Treasurer. Each Officer shall serve for a term of 1 year or until his successor shall have been **elected or appointed and qualified** or until **his earlier** resignation, removal from office or death, Any Officer may be removed from office at any time, with or without cause.

Section 2.

The President. The President shall be the chief executive officer of the Association and, **subject** to the direction and control of the Board of Directors, shall have general and active supervision and charge of all activities of the **Association**.

Section 3.

The Vice President. The Vice President shall, in the absence or disability of the **President**, perform all of the duties and exercise all of the powers of the President and shall perform such other duties as the Board of Directors shall request or delegate. If there is more than **one** (1) Vice President, the one designated by the Board of Directors shall act in the absence of the President.

Section 4.

The Secretary. The Secretary shall keep minutes of all meetings of the Members and **Directors**, shall have charge of the register of Members, and shall perform such other duties and have such other powers as may from time to time be delegated by the President or by the **Board** of Directors.

Section 5.

The Treasurer. The Treasurer shall be charged with the management of the finances of the Association; shall have the custody and care of **all funds of the Association**; shall **keep, or cause** to be kept, full and accurate books of account and records of all fiscal and financial **transactions** of the Association; and shall cause an **annual audit of the Association's books to be made at the** completion of each fiscal year.

Section 6.

Assistant Officers. The Board of Directors may **appoint** one or more Assistant Vice Presidents, Assistant Secretaries, or Assistant **Treasurers who shall carry out the** duties of **the Vice President** (s), **Secretary** and Treasurer, respectively, in their absence.

ARTICLE V

GENERAL PROVISIONS

Section 1.

Committees. An Architectural Control Committee (ACC) shall be established by the Board of Directors and shall have the duties and **responsibilities** as set forth in the **General Covenants and** Restrictions. The ACC shall consist of a minimum of three (3) members and a maximum of five (5) members. The Board of Directors shall have **the right to appoint** and to **remove members of** the ACC at anytime, with or without cause. The Board of Directors may from time to time establish such other committees as it deems advisable, and the members of **such other** committees shall be appointed by the Board of Directors and shall serve **subject** to the will of the Board of Directors. Any members of any such committee may be removed **from office at** anytime by the Board of Directors, with or without **cause**.

Section 2.

Insurance. The Board of Directors may obtain insurance for insurable improvements, **whether** or not located on the Common Property, which the Association is **obligated to maintain**. The Board of Directors may also obtain a public liability policy applicable to the Common Property **covering** the Association and its members for all damage or injury caused by the **negligence of the** Association or any of its members or agents, and if reasonably available, **directors' and officers'** liability insurance.

Section 3.

Books and Records. The books and records of the Association shall at all times, during reasonable business hours, be open for inspection by any Member of the Association. In addition, unless otherwise decided by the Board of Directors, the financial records of the Association shall be audited by an independent auditor on an annual basis. The time and place of any such audit shall be as determined by the Board of Directors. The results of such audit shall be shared with the Members through regular correspondence not later than thirty (30) calendar days after such audit is performed.

Section 4.

Interpretation. In the case of any conflict between the Articles of Incorporation of the Association, these By-Laws, and the General Covenants and Restrictions, the order of precedence shall be as follows:

- (i) Articles of Incorporation
- (ii) By-Laws
- (iii) General Covenants and Restrictions

Section 5.

Indemnification. The Association shall indemnify any person made a party to any action, suit or proceeding, whether civil or criminal, by reason of the fact that such person is or was acting in the capacity of a director, officer, employee or agent of the Association, against reasonable expenses, including attorney fees, actually and reasonably incurred by such person in connection with the defense of any action, suit or proceeding or in connection with any appeal. This right of indemnification shall not apply to any action, suit, or proceeding (1) in relation to matters as to which the director, officer, employee or agent shall be adjudged in the action, suit or proceeding to be liable for gross negligence or willful misconduct in the performance of its duties to the Association or (2) in relation to matters in any such action, suit, or proceeding that are settled or compromised. The right to indemnification conferred by this section shall not restrict the power of the Association to make any indemnification permitted by law.

Section 6.

Checks. All checks or demands for money and notes of the corporation shall be signed by such Officer or Officers as the Board of Directors may from time to time designate. The Board of Directors may, at its discretion, mandate that, as a standard requirement, checks above a certain amount be signed by more than one Officer.

Section 7.

Corporate Seal. The corporate seal of the Association shall have inscribed thereon the name of the Association and the words "Corporate Seal" and shall otherwise be in the form adopted by the Board of Directors.

ARTICLE VI

AMENDMENTS

Section 1.

Amendments of By-Laws. The Members shall have the power to alter, amend, or repeal any of the By-Laws or to adopt new By-Laws by the affirmative vote of a simple majority of all of the Members.

Section 2.

Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to any Mortgagee without the prior written consent of said Mortgagee, as the case may be. No amendment that is in conflict with the Articles of Incorporation shall be adopted.

ARTICLE VII

DEFINITIONS.

The following words, when used in these By-Laws (unless the context shall prohibit), shall have the following meanings:

- a) "Common Property" shall mean any and all real and personal property and easements and other interest therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners;
- b) "Community" shall mean and refer to that certain real property and interests therein described in Article I, Section I, above and such additions thereto as may be made by the Association by a declaration of other real property;
- c) "Lot" shall mean any plot of land within the Community, whether or not improvements are constructed thereon, which constitutes or will constitute, after the construction of improvements, a single-family dwelling site as shown on a plat recorded in the land records of the county where the Community is located. The ownership of each Lot shall include, and there shall pass with each Lot as an appurtenance thereto, whether or not separately described, all of the right, title, and interest of an Owner in the Common Property, which shall include, upon complete and timely payment of all annual and special assessments due the Association, membership in the Association.
- d) "Owner" shall mean and refer to the record owner, whether one or more. Persons, of the fee simple title to any Lot located within the Community, excluding, however, any Person holding such interest merely as security for the performance or satisfaction of any obligation.
- e) "Person" shall mean any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust or other legal entity.

APPENDIX

BRIDLEGATE AT TROTTERS RIDGE HOMEOWNERS ASSOCIATION, INC.

GENERAL COVENANTS AND RESTRICT ———

1. An Architectural Control Committee (ACC) shall be established by the Board of Directors. 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 the harmony with, the surrounding neighborhood and existing structures therein, and (b) the effect of such constructions upon neighboring Lots.

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 applicant 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 any 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.

2. No temporary house, shack, or tent shall be erected on any lots or parcels to be used for residential or church purposes; and no Lots or houses may be used for school or kindergarten. All Lots or parcels to which these Covenants and Restrictions are applicable shall be used for single family residence purposes only and no Lot shall be subdivided.

3. Before any house may be occupied, it must be completely finished on the exterior in accordance with the plans approved by the Bridlegate ACC. All of the front yard, which is visible from any street must be sodded and have suitable ground cover, and the driveway surface must be paved.

4. When buildings erected on any Lot or parcel are constructed in whole or part on concrete blocks, cinderblocks or other fabricated masonry materials, such materials shall be veneered with brick or natural stone or other approved material over the entire surface above the finished grade.

5. 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. All pets 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.

6. No noxious, obnoxious or offensive activities shall be carried on, nor shall anything be done which may become an annoyance to the neighborhood including loud music, faulty security alarms on houses or cars.

7. Garbage containers shall be stored abutting the rear or sides, out of sight from the front street. Small enclosures are permitted for storage of garbage containers so long as the design

and materials are in keeping with general appearance of the house

8. The living areas of the main structures of homes, excluding **open porches, garages** and breezeways shall contain a minimum of one **thousand** eight hundred (1,800) **square feet** of heated space for both one and two story homes. All garages shall be enclosed with **doors**.
9. No chain link, chicken wire or free **standing metal grid fences** will be **permitted**. All wooden fences shall be "stockade" type, limited to six (6) feet in height, and will extend **from the rear of the house to the rear of the property line**. Plans for the fence must be **approved by the ACC**.
10. No satellite dish greater than 24 inches in diameter will be permitted on the roofs or **lawns** of any homes without the permission of the ACC. Antennas for TV and radio reception will be placed in the attic areas of the homes. No towers of any type shall be erected on any Lot,
11. No personal vehicles of any kind shall be parked regularly or habitually on any public road or street in the Community (or in front of any Lot or dwelling other than upon driveways). No junk vehicles, inoperative vehicles, or commercial or industrial vehicles including, but not limited to moving vans, tractors, trailers, wreckers, hearses, concrete mixers, chippers, or buses shall be parked regularly or habitually in front of any Lot, dwelling, or driveway. All recreational trailers, RV vehicles, boats, or boat trailers shall be parked off premises, inside garages, or "boat rooms" in basements, to be out of view of the public road right of way.
12. 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 for 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.
13. No above ground swimming pools will be allowed without the **permission** of the ACC. Any swimming pool pumps, filters and related equipment shall be **located** so as not to be **visible from** any street or neighboring property:
14. No outside clotheslines are permitted.
15. The grounds of each Lot shall be maintained in a neat and attractive condition, with consideration to immediate neighbors. If **any Owner fails to maintain** its Lot **in a neat and attractive condition**, the ACC, **after ten (10) days written notice** to Owner, may implement Self-Help as previously defined in Article II of **the By-Laws**. Such Owner will be **liable to the ACC** for payment of any services associated with the implementation of Self-Help.
16. The pursuit of hobbies or activities, **including the assembly or disassembly of motor** vehicles or other mechanical equipment or devices, which causes, in the opinion of the **ACC**, any unsightly or unkempt conditions is prohibited.
17. No obstructions may be placed in drainage areas; no Owner may obstruct or **re-channel** drainage flows.
18. Leases: All leases shall be for a minimum of six months, and must contain language that obligates the lessee to abide by the Covenants and Restrictions. All **occupants are bound to the** same Covenants and Restrictions as any Owner.
19. Trees of a diameter of twelve (12) inches or **larger (measured at a height of two feet above the ground)** shall not be removed without consent of the ACC. However no permission is required to remove trees (a) within a ten foot distance of **the house, sidewalk or driveway, or (b)** that are dead, severely diseased or damaged.


20. All property located at street intersections shall be landscaped to permit a clear line of sight across such **corners**.
21. Any changes to the exterior of the house, or outside appearance shall be subject to ACC approval. All plans of structural changes must be submitted in writing to the ACC for approval.
22. Exterior security devices such as, but not limited to burglar bars are **not permitted**. Signs stating that an electronic security system is in use are allowed, and should be located **close to** entry points to the **house**.
23. No window air conditioning units are permitted
24. Mailboxes and retaining walls shall be of a type consistent with the character of the neighborhood, and shall be maintained in good repair by **the** Owner.
25. No detached metal buildings are permitted on properties. Any detached storage structure shall be constructed of materials similar to the house, **and must be properly approved by the** ACC. No gym equipment (including, but not limited to, trampolines and swing sets) or **vegetable** gardens shall be located on the front lawn of any home.
26. County zoning regulations applicable to the property subject to these Covenants **and** Restrictions shall be observed. In case of **any conflict between any provisions of such zoning** laws and the restrictions of these Covenants and Restrictions, the more restrictive provisions shall apply.
27. If an Owner or any of its heirs or assigns shall violate or attempt to violate **these** Covenants and Restrictions, it shall be lawful for **any other person** or persons **owning any real** estate situated in the Community or subdivision, or the Bridlegate at Trotters Ridge Homeowners Association, to initiate any proceedings at law or in **equity against the person or persons violating** or attempting to violate the Covenants and Restrictions, and either to prevent such person, or persons from so doing or to recover damages. If the Bridlegate at Trotters Ridge Homeowners Association or any person or persons owning a Lot shall **successfully prosecute** in law or in **equity** an action pursuant to this section, then **that party shall be entitled to receive its reasonable** attorney's fees and other reasonable costs necessary to prosecute the case. In order to **recover** these costs, the party prosecuting the case shall give the alleged violator **written notice of the** violation at least sixty (60) days prior to instituting suit.
28. The Members shall have the **authority**:
- (i) to amend these Covenants and Restrictions from time to time as **may** be necessary to achieve the **goals, intent and standards** of the **Covenants and** Restrictions: and
 - (ii) to amend these Covenants and Restrictions for the purpose of curing any, ambiguity in or inconsistency between the provisions contained herein or in the **By-Laws**.

In addition to the rights of the Members provided for above, the Members shall have the **right** to amend or alter these Covenants and Restrictions and **any parts thereof** in any **other respects**.

29. These Covenants and Restrictions and any amended Covenants and Restrictions adding additional restrictions shall not have retroactive **effect and shall not** apply to **structures previously** constructed or altered, or improvements to **lots previously** made in **compliance with** the Covenants and Restrictions in effect when the **Covenants** and Restrictions **or any** amended Covenants and Restrictions are adopted. Any structures or improvements to **Lots** existing at the time these Covenants and **Restrictions take effect, but not conforming with these** Covenants and Restrictions, shall be considered approved by the ACC. Non-conforming

personal property located on a Lot in the subdivision at the time the amended Covenants and Restrictions take effect, shall be considered approved by the ACC; such non-conforming personal property shall be removed when the Owner sells the Lot. The ACC shall **prepare** and make available, within sixty (60) days of the date that the revised Covenants and Restrictions take effect, a list of non-conforming items existing on the date that the revised Covenants and Restrictions take effect; this list shall be made on a lot-by-lot basis. Owners must notify the ACC, within thirty (30) days following publication of the list, of any corrections or additions to the list of allowed exceptions. The final list will be kept by the ACC and is incorporated herein by reference without being copied verbatim. **Whenever** any non-conforming item is, to the satisfaction of the ACC, brought into compliance with these Covenants and Restrictions, an appropriate notation shall be made on the list.

The newly revised By Laws and Covenants for the Bridlegate at Trotters Ridge subdivision were voted in on September 4, 2003 by a unanimous vote of 34 home owners. A quorum of 26 was met.

Signature 

Brenda Nail DeLauder

Title-- President

Signature 

Vicki DeShazo

Title-- Treasurer

Signature 

Clarence Dunn

Title-- Notary Public



Book 35327
Page 214
Return to:
Bridlegate
P.O. Box 391855
Snellville, GA 30039

BK 48239PG0056

AMENDMENT NO. 1

To

FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA

07 SEP -4 AM 8:00

TOM LAWLER, CLERK

Bylaws of Bridlegate at Trotters Ridge Homeowners Association, Inc.

WHEREAS, Article VI of the Bylaws of Bridlegate at Trotters Ridge Homeowners Association, Inc. (the "Association") provide that the Board of Directors shall have the power to alter, amend, or repeal any of the Bylaws or to adopt new Bylaws by the affirmative vote of a majority of all of the Directors; and

WHEREAS, the Board of Directors desires to amend the existing Bylaws and adopt new Bylaws.

NOW THEREFORE, the Board of Directors, in pursuance of Article VI of the Bylaws of the Association, modify the Bylaws as shown below.

Reference: Article II, Section 3. (Assessments of Members)

As Modified:

Mandatory dues will be assessed at \$325.00 per year commencing on July 1 of each year.


Reference: Article II (Initiation Fee)


As Adopted:

All new Owners of a fee or an undivided fee interest in any Lot that is set forth on that certain Final Plat for Bridlegate at Trotters Ridge, Unit One and Unit Two recorded on April 23, 1992, in Plat Book 54, Page 237, Gwinnett County records (See Legal Description at Exhibit "A") shall pay a \$250.00 initiation fee to the Association, to be assessed and made due and payable at the closing on a Lot.


All other Bylaws shall remain as is. This Amendment No. 1 to the Bylaws of Bridlegate at Trotters Ridge Homeowners Association, Inc. is effective as of 01/01, 2007.

 , Director

 , Director

 , Director

 , Director

 , Director

 , Director

 , Witness

Notary 


0126246

8-14-07

return to:
Bridlegate Homeowners Assoc
P.O. Box 391855
Snellville, GA 30039

12000 11 22 07
Page 214

BK 50141 PG 0699
AMENDMENT NO. 2

FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA.

309154

To

2010 JUN 28 AM 11:51
TOM LAWLER, CLERK

Bylaws of Bridlegate at Trotters Ridge Homeowners Association, Inc.

WHEREAS, Article VI of the Bylaws of Bridlegate at Trotters Ridge Homeowners Association, Inc. (the "Association") provides that the Members shall have the power to alter, amend, or repeal any of the Bylaws or to adopt new Bylaws by the affirmative vote of a simple majority of all of the Members; and

WHEREAS, the Members desire to amend the existing Bylaws to reflect a transition from a calendar year basis to a fiscal year basis for conducting official business.

NOW THEREFORE, the Members, in pursuance of Article VI of the Bylaws of the Association, hereby modify the Bylaws as shown below.

Reference(s): Article III (Directors), Section 2, and Article IV (Officers), Section 1.

Substantive Modification:


The aforementioned Articles III and IV are hereby amended to require that the one (1) year office terms for Directors and Officers be based on the fiscal year period of July 1 to June 30.

All other Bylaws shall remain as is. This Amendment No. 2 to the Bylaws of the Association is effective as of June 21, 2010.

<u>Adam Brown</u> , Director	<u>[Signature]</u> , Director
<u>[Signature]</u> , Director	<u>Bruce D. Deryan</u> , Director
<u>Wesley Murray</u> , Director	<u>Octavio James</u> , Director

Jordan W. Lewis
Witness

[Signature]
Notary



0050641