

BK52916 PG0732

FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA.

2014 MAY 14 AM 8:00

RICHARD ALEXANDER, CLERK

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CLERK SUPERIOR COURT
GWINNETT COUNTY GA

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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

STATE OF GEORGIA
COUNTY OF GWINNETT

Reference: Deed Book 35329
Page 214

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

This Fourth Amendment to the Bylaws of Bridlegate at Trotters Ridge Homeowners Association, Inc. (hereinafter, the "Amendment") is made effective as of the 8th day of MAY, 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 affirmative vote of a simple majority of all of the Members of the Association; and

THIS AMENDMENT SUBMITS THE COMMUNITY TO THE PROVISIONS OF THE GEORGIA PROPERTY OWNERS ASSOCIATION ACT, O.C.G.A. § 44-3-220, ET. SEQ.

WHEREAS, this Amendment has been approved by the requisite number of members 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 II, Section 2 of the Bylaws, entitled Duration, is hereby amended by deleting said Section in its entirety and substituting in its place the following:

"Section 2.

Duration. The provisions of these Bylaws shall have perpetual duration and shall forever run with and bind the Community."

2. Article II, Section 3 of the Bylaws, entitled Assessments of Members, is hereby amended by deleting said Section 3 in its entirety and substituting in its place the following:

"Section 3.

Assessments.

(a) Annual Assessment. There is hereby created an annual assessment as may from time to time be authorized by the Board of Directors to be levied against each respective Lot. The annual assessment shall be established on a calendar year basis and shall be due and payable as provided by the Board of Directors. The annual assessment shall be used to pay expenses determined by the Board to be for the benefit of the Association, its members and the Community as a whole, including, but not limited to improvements, maintenance and insurance of the Common Property, the enforcement of the restrictions contained in the Bylaws, the payment of operating costs and expenses of the Association, the payment of all principal and interest due on all debts owed by the Association, and expenses otherwise incurred by the Association, in accordance with its rights, powers and privileges for the purpose of promoting the recreation, health, safety, welfare and common benefit and enjoyment of its members, and in maintaining the Community and improvements thereon. All such expenses not specially or specifically assessed pursuant to the provisions of these Bylaws shall be allocated equally among and between the Lots subject to these Bylaws. The annual assessment may include a reserve contribution towards the maintenance of a general operating reserve and a reserve for repairs and replacements.

Not later than thirty (30) days before the end of each fiscal year, the Board of Directors shall prepare and submit in writing to the Owners an estimated budget for the ensuing fiscal year, together with notice of the amount of the annual assessment based on such budget, payable by each Owner during the new fiscal year. If during any calendar year the then current annual assessment proves to be inadequate to cover the common expenses, then, subject to the provisions of this Subsection (a), the Board of Directors shall determine and establish any required increase in the annual assessment and shall give at least thirty (30) days written

notice of such increase to the Owner of each Lot. Any increase in the annual assessment in excess of ten percent (10%) over the prior year's annual assessment shall require the approval of a majority of the Owners present in person or by proxy at a meeting duly called for such purpose. If for any reason an annual budget is not made as required hereby, a payment of the amount required by the prior year's budget shall be due until changed by the adoption of a new budget.

The annual assessment shall be paid in such manner and on such dates as may be specified by the Board of Directors. In the event of a default as to the payment of any portion of the annual assessment due and payable hereunder, the Association shall have the option of declaring the annual assessment for the entire year due and payable.

(b) Special Assessments. In addition to the annual assessment authorized above, the Board of Directors may levy special assessments for the purpose of defraying, in whole or in part, the cost of any capital addition to, capital improvement of, or repair and replacement of any portion of the Common Property (including any fixtures and personal property related thereto) or any other lawful expense or obligation of the Association. The due date(s) of any such special assessment shall be as specified by the Board of Directors. Any special assessment per Lot which requires payment in any fiscal year of an amount in excess of the annual assessment then in effect shall require the approval of a majority of the Owners present in person or by proxy at a meeting called for such purpose. Special assessments shall be allocated equally among and between the Lots subject to this Declaration.

(c) Specific Assessments. The Board of Directors shall have the power to specifically assess pursuant to this Subsection (c) and O.C.G.A. § 44-3-225(a), as, in its discretion, it deems appropriate. Failure of the Board of Directors to exercise its authority under this Subsection shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority under this Subsection in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this subsection. Any common expense benefiting less than all of the Lots or significantly disproportionately benefiting all Lots may be specifically assessed equitably among all the Lots which are benefited according to the benefit received. However, expenses incurred for the maintenance, repair or replacement of the Common Property shall not be specifically assessed. Any common expense occasioned by the conduct of less than all of those entitled to occupy all of the Lots or by the occupants, licensees or invitees of any such Lot or Lots may be specifically assessed against such Lot or Lots. Any expense related to an optional service provided by or through the Association may be specifically assessed against those Lots utilizing such service. The specific assessments provided for in this Subsection (c) shall be levied by the Board of Directors and the amount and due dates of such specific assessments as so levied shall be as specified by the Board.

(d) Transfer Fee. Upon each and every transfer or conveyance of a Lot the transferee or grantee becoming the Owner of the Lot shall be obligated to pay to the Association, in addition to all other assessments levied under this Declaration, simultaneously upon such transfer or conveyance, a non-refundable assessment in an amount equal to the annual assessment then in effect (hereinafter, the "Transfer Fee"). The Transfer Fee shall be collected and paid to the Association at the closing of each sale, transfer or conveyance. The Transfer Fee shall constitute an assessment under these Bylaws and shall be collected in the same manner provided in these Bylaws for the collection of all other assessments. Notwithstanding the foregoing, the Transfer Fee shall not be due from (i) any grantee who is the spouse or former spouse of the grantor; (ii) any grantee to whom a Lot is transferred by will or under the laws of intestacy; (iii) any grantee to whom a Lot is transferred as a gift, that is, gratuitously and without valuable or legal consideration; and (iv) any Person who takes title to a Lot through foreclosure or deed in lieu of foreclosure upon any First Mortgage or any purchase money Mortgage constituting a second in priority lien upon and security interest in a Lot. Furthermore, the Transfer Fee shall not be payable upon the refinancing of a Lot, provided there is no change in the fee simple ownership of the Lot.

(e) Creation of Lien and Personal Obligation. All assessments, fines and other charges lawfully assessed by the Association against any Lot Owner or Lot as provided for in these Bylaws and the Georgia Property Owners Association Act (the "Act") shall, from the time such sums become due and payable, be the personal obligation of the Lot Owner and constitute a lien in favor of the Association on the Lot prior and superior to all other liens whatsoever except: (i) liens for ad valorem taxes on the Lot; (ii) the lien of any first mortgage covering the Lot and the lien of any mortgage recorded prior to the recording of these Bylaws; or (iii) the lien of any secondary purchase money mortgage covering the Lot, provided that neither the grantee nor any successor grantee on the mortgage is the seller of the Lot. The recording of these Bylaws shall constitute record notice of the existence of the lien, and no further recordation of any claim of lien for assessments, fines or other charges shall be required. No Lot Owner shall be exempted from any liability for any assessment for any reason whatsoever, including, without limitation, abandonment, non-use or waiver of the use and enjoyment of his or her Lot or any part of the Common Property. The grantee in a conveyance of a Lot shall be jointly and severally liable with the grantor thereof for all unpaid assessments, fines and other charges against the latter up to the time of the conveyance without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee; provided, however, that if the grantor or grantee shall request a statement from the Association as provided in Subsection (g) hereof, such grantee and his or her successors, successors in title and assigns shall not be liable for any unpaid assessment in respect to such Lot in excess of any amount set forth in the statement. Notwithstanding the foregoing, in the event that the holder of a first mortgage or secondary purchase money mortgage of record (provided that neither the grantee nor any successor grantee on the secondary purchase money

mortgage is the seller of the Lot), or in the event that any other Person acquires title to any Lot as a result of foreclosure of any such mortgage, such holder or other Person and his or her successors, successors in title and assigns shall not be liable for, nor shall the Lot be subject to any lien for, any assessments or charges hereunder chargeable to the Lot on account of any period prior to such acquisition of title; provided, however, that such unpaid share of an assessment or assessments shall be deemed to be a common expense collectible from all of the Lot Owners, including such holder or other Person and his or its successors, successors in title and assigns.

(f) Non-Payment of Assessment: Remedies of Association. If any assessment, or portion thereof, is not paid within thirty (30) days after the due date, the personal obligation of the Lot Owner and the lien shall also include (i) a late charge, equal to the greater of Ten and No/100 Dollars (\$10.00) or ten percent (10%) of the amount of such delinquent assessment or installment; (ii) interest at the rate of ten percent (10%) per annum (or such higher rate as may be permitted by the Act) on any assessment, installment, delinquency or late charge from the date such sum was first due and payable; (iii) costs of collection, including court costs, the expenses of sale, any expenses required for the protection and preservation of the Lot, and reasonable attorney's fees actually incurred; and (iv) the fair rental value of the Lot from the time of the institution of suit until the sale of the Lot at foreclosure or until the judgment rendered in such suit is otherwise satisfied. If any delinquent assessment or portion thereof is not paid within thirty (30) days after written notice is given to the Lot Owner to make such payment, the entire unpaid balance of the annual assessment and any special assessment may be accelerated at the option of the Board and declared due and payable in full, and proceedings may be instituted to enforce such lien and personal obligation. Such notice shall be sent by certified mail (return receipt requested) or by statutory overnight mail, to the Lot Owner both at the address of the Lot and at any other address or addresses the Lot Owner may have designated to the Association in writing, specifying the amount of the assessments then due and payable, together with authorized late charges and interest accrued thereon. The lien for such assessments may be foreclosed by the Association by an action, judgment and court order for foreclosure in the same manner as other liens for the improvement of real property subject to superior liens and encumbrances. No foreclosure action against a lien arising under the Act shall be permitted unless the amount of the lien is at least \$2,000.00 or such other amount as provided by the Act. The Board of Directors, acting on behalf of the Association, shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, encumber and convey the same. The Association shall, in addition to and not in lieu of the foregoing remedy, have the right to bring an action against the Lot Owner to recover all assessments, interest, late fees, costs of collection (including court costs and reasonable attorney's fees actually incurred), fines and other charges for which such Lot Owner is personally obligated pursuant to the terms hereof.

(g) Statement from Association. Any Lot Owner, mortgagee of a Lot, Person having executed a contract for the purchase of a Lot, or lender considering the loan of funds to be secured by a Lot, shall be entitled upon request to a statement from the Association or its managing agent setting forth the amount of assessments past due and unpaid, together with late charges and interest applicable thereto against that Lot. Such request shall be in writing, shall be delivered to the registered office of the Association, and shall state an address to which the statement is to be directed. Failure on the part of the Association, within five (5) business days from the receipt of such request, to mail or otherwise furnish such statement regarding amounts due and payable at the expiration of such five (5) day period with respect to the Lot involved to such address as may be specified in the written request therefor shall cause the lien for assessments to be extinguished and of no further force or effect as to the title or interest acquired by the purchaser or lender, if any, as the case may be, and their respective successors and assigns, in the transaction contemplated in connection with such request. The information specified in such statement shall be binding upon the Association and upon every Lot Owner. The Association may require payment of a fee not exceeding Ten and No/100 Dollars (\$10.00) (or such larger amount as may be permitted from time to time by the Act) as a prerequisite to the issuance of such a statement.”

3. Article VI, Section 1 of the Bylaws, entitled Amendments of By-Laws, is hereby amended by deleting said Section 1 in its entirety and substituting in its place the following:

“Section 1.

Amendment. All amendments to these Bylaws shall require the approval of Lot Owners of Lots to which two-thirds (2/3) of the eligible votes in the Association pertain. Approval of the Lot Owners to any amendment shall be evidenced by their execution of the amendment, or in the alternative, by the sworn statement of the President, any Vice President or Secretary of the Association attached to or incorporated in an amendment executed by the Association, stating unequivocally that approval of Lot Owners was lawfully obtained and that all notices required by the Bylaws were properly given. Any amendment to these Bylaws shall become effective only when recorded in the Gwinnett County, Georgia Records or at such later date as may be specified in the amendment.”

4. The Bylaws are hereby amended by adding a new Article VIII thereto which shall read as follows:

“ARTICLE VIII

GEORGIA PROPERTY OWNERS ASSOCIATION ACT

The covenants contained in the Bylaws, and the property submitted to the Bylaws as referenced therein, are hereby subjected to and governed by the provisions of the Georgia Property Owners Association Act, O.C.G.A. § 44-3-20, et seq., as the same may heretofore or hereafter be supplemented, amended or modified.”

5. 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.

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

7. 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:

Brenda Nail Delander
Unofficial Witness *Brenda Nail Delander*

By: *Thomas W. Nichols*
President *Thomas W. Nichols*

Maria Elena Stringer
Notary Public


Attest: *Kim J. Adams*
Secretary *Kim J. Adams*

My Commission Expires: _____
Gwinnett County, GEORGIA
My Commission Expires October 9, 2017
[Notary Seal]

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 requisite majority of the Members of the Association and that any notices required by applicable law were properly given.


Sworn to and subscribed
before me this 8 day of May, 2014



President Thomas W. Nichols



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



Secretary
Kim J. Adams



[Notary Seal]