Cross Reference:
Book 3306, Pages 75-124

Upon Recording Return To:
The Abram Law Group, LLC
Attn: Richard S. Abram, Esq.
1200 Ashwood Parkway, Suite 560
Atlanta, GA 30338

THIRD AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR FOX HALL MASTER HOMEOWNERS ASSOCIAION, INC.

THIS THIRD AMENMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS (this "Amendment") made by Foxhall Renaissance, LLC, a Georgia limited liability company (the "Foxhall") this 30th day of July, 2014.

W I T N E S S E T H:

WHEREAS, Forestar (USA) Real Estate Group, Inc. ("Forestar") did execute and record that certain Declaration of Covenants, Conditions, Restrictions and Easements for Fox Hall Master Homeowners Association, Inc. recorded at Deed Book 3306, Pages 75-124 in the records of the Clerk of the Superior Court, Coweta County, Georgia, as previously amended pursuant to that First Amendment to Declaration of Covenants, Restrictions and Easements for Fox Hall Subdivision dated May 9th, 2008 and recorded at Deed Book 3348, Pages 735-736 aforesaid records, and as further amended by that certain Second Amendment to Declaration of Covenants, Restrictions and Easements recorded in Deed Book 4073, Page 476-481, aforesaid records (the "Second Amendment") (the foregoing instruments are hereinafter collectively referred to as the "Declaration"); and

WHEREAS, on March 31st, 2014 Declarant herein acquired the Property which had been previously submitted to the Declaration from Forestar and at such time, Forestar retained title to the "Forestar Additional Property" (as defined in the Second Amendment); and

WHEREAS, concurrently with such acquisition, Forestar did execute and record the Second Amendment, which, among other matters, created the concept of Forestar and Foxhall being "Co-Declarants"; and

WHEREAS, on May 30, 2014, Foxhall acquired the Forestar Additional Property; and

WHEREAS, Foxhall, as Declarant, desires to amend the Declaration and extinguish the concept of Co-Declarants as hereinafter provided.

NOW THEREFORE, Foxhall, as Declarant, does hereby amend the Declaration pursuant to Article XII of the Declaration follows:

1. Recitals. The foregoing recitals of fact are made a part hereof and are incorporated herein by reference.

2. Private Streets. Section 1.3 of the Agreement shall be amended by deleting the phrase "private streets". All streets within the community are public.

3. Article I of Declaration. Section 1 of the Second Amendment amended Sections 1.14 and Sections 1.16 of the Declaration. Those provisions as set forth in the Second Amendment are hereby deleted and the following are substituted in their place:

(a) Section 1.14. "***Declarant***" shall mean Foxhall and shall include any successor or assign who shall acquire any portion of the Property for the purpose of development and/or sale and who is designated as Declarant in a recorded instrument executed by the applicable immediately preceding Declarant. There may not be more than one (1) Declarant.

(b) Section 1.16. "***Development Period***" shall mean the latter of (i) twenty years (20) after the date of this Amendment; (ii) the period of time during which the Declarant owns any property that is subject to this Declaration; or (iii) the period of time Declarant has the right to subject Additional Property to this Declaration pursuant to Article II. The Declarant may, but shall not be obligated to, unilaterally relinquish its rights under this Declaration and terminate the Development Period by recording a written instrument executed by the Declarant with the County Clerk.

4. Second Amendment. Sections 2 through 6 of the Second Amendment are hereby deleted.

5. Operating Account. The second paragraph of Section 3.5 of the Declaration shall be amended to require that insurance proceeds payable to the Association shall be placed in an operating account as opposed to a capital improvements account.

6. Election of Board of Directors. Section 4.8 (a) of the Declaration shall be amended by deleting the reference to fifty percent (50%) and substituting one hundred percent (100%) in its place. Section 4.8(b) and (c) are hereby deleted.

7. Commencement of Annual Assessment/Determination of Reserve. Section 5.3 of the Declaration shall amended: (i) to delete the first sentence and substitute the following in its place: "Prior to the commencement of each fiscal year of the Association or at any time it deems best, the Board of Directors shall estimate the total amount of the Annual Expenses which are anticipated to be incurred by the Association during such fiscal year and shall also determine the amount of reserve funds to be maintained by the Association, if any."; and (ii) to provide that

Declarant may, within Declarant's sole discretion, waive any annual assessments for a Lot that is owned by a Builder.

8. Late Fee. Section 5.7(b) of the Declaration shall be amended to revise the late charge on delinquent assessments to a rate that is the greater of Ten and No/100 Dollars ($10.00) or ten percent (10%) of the amount due and payable.

9. Loans to Fund Operating Deficits. The last sentence of Section 5.8 of the Declaration shall be amended to provide that the interest rate on notes from the Declarant to the Association shall be determined by the Board.

10. Special Assessment for Working Capital Reserve. Section 5.6 of the Declaration shall be amended by deleting the text thereof and substituting the following: "Upon the first transfer of title for a lot for which a certificate of occupancy has been issued and upon each resale thereafter there may be levied against the lot and paid to the Association a special assessment in a uniform amount that is determined by the Board. Notwithstanding any other provision in the Declaration to the contrary, such special assessments may be deposited into the Association's operating account.

11. Plan Approval. Section 6.4(a) of the Declaration shall be amended to delete all references to "fifteen (15) business days" by substituting "ninety (90) days" in their place.

12. Screening of Air Conditioner Units. Section 8.16 of the Declaration shall be amended to delete the last sentence.

13. Interpretation. Section 8.26 of the Declaration shall be amended by deleting the last three sentences.

14. Landscape Maintenance of Lots. As set forth in the third paragraph of Section 9.1 of the Declaration, the Association has the flexibility to perform basic landscape maintenance on the Lots, relinquish such obligation and also to re-assume such obligations. As of the date of this Amendment, the Association has determined not to perform any landscape maintenance on the Lots and such responsibility for the maintenance shall be that of the Owners of the Lots.

15. Mortgagee Provisions. Section 11.4 of the Declaration is hereby deleted.

16. Amendment. Subsection (a) of the first paragraph of Article XII of the Declaration is hereby deleted.

17. By-Laws. The By-Laws of the Association attached to the Declaration as Exhibit "B" shall be amended as follows:

(a) Section 3.1 shall be amended by establishing that the Board shall select the time and place for the Association's annual meeting.

(b) Section 3.2 shall be amended by deleting the reference to twenty five percent (25%) and substituting fifty percent (50%) in its place.

(c) Section 3.4 shall be amended by deleting the reference to one third (1/3) and substituting one tenth (1/10) in its place.

(d) Section 4.13(c)(3) is hereby deleted.

(e) Section 7.10(c) is hereby deleted.

18. Conflicts. Where conflicting the terms and provisions of this Amendment shall supersede and control over those set forth in the Declaration

The foregoing Third Amendment is hereby consented to as of the ____ day of July, 2014.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public
My commission expires: 2-5-2016
[NOTARY SEAL]

Jeff Lindsey Communities, Inc.

By: _____
Name: Jeffrey D. Lindsey
Title: President

S&RDevelopmnet/Foxhall/ThirdAmendment v2 redline

IN WITNESS WHEREOF, Declarant has executed this Third Amendment as of the 30th day of July, 2014.

Signed, sealed and delivered
in the presence of:

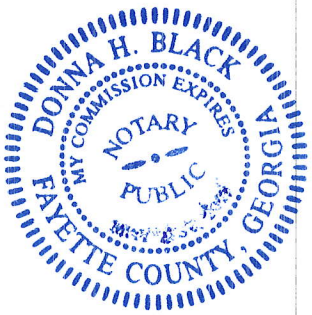
Unofficial Witness

Notary Public
My commission expires: 5-1-17
[NOTARY SEAL]

Foxhall Renaissance, LLC

Robert F. Rolader, Manager

[COMPANY SEAL]



LENDER CONSENT

The undersigned, CharterBank (the "Lender"), beneficiary under that certain Security Deed from Jeff Lindsey Communities, Inc. to CharterBank dated, recorded in Deed Book _____, Page ____, Coweta County Records, (the "Security Instrument"), for itself, its successors and assigns, consents to the foregoing Third Amendment. Lender agrees that, upon recordation of the Third Amendment, the Third Amendment will run with the land which serves as security for the debt evidenced by the Security Instrument and further agrees that any foreclosure or enforcement or any other remedy available to Lender under the Security Instrument will not render void or otherwise impair the validity of the Third Amendment.

Signed, sealed and delivered
in the presence of:

_____
Witness

Stephany A Benson
Notary Public
My commission expires: 2-5-16
[Notary Seal]

CharterBank

BY: _____(SEAL)
Name: George Jennings
Title: SVP