

DOCH 004342
FILED IN OFFICE
04/07/2014 01:38 PM
BK:4073 PG:476-481
CINDY G BROWN
CLERK OF SUPERIOR COURT
COWETA COUNTY

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

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR
FOX HALL MASTER HOMEOWNERS ASSOCIATION, INC.**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS (this "Amendment") made by Forestar (USA) Real Estate Group Inc., a Delaware corporation (the "Forestar") this 31st day of March, 2014. ✓

WITNESSETH:

WHEREAS, Forestar is the "Declarant" pursuant to 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 (collectively, the "Declaration," capitalized terms not defined herein shall have the meaning set forth in the Declaration); and

WHEREAS, Forestar is the owner of all that tract or parcel of land lying and being in Land Lots 139 and 140 of the 1st District, Coweta County, Georgia, as more particularly described on Exhibit "A" to this Amendment (the "Property"); and

WHEREAS, in addition to the Property, Forestar is the owner of approximately 958.79 acres of real property located adjacent to the Property, lying and being in Land Lots 103, 104, 105, 106, 134, 135 and 136 of the 1st District of Coweta County, Georgia which is Additional Property and subject to Annexation pursuant to Article II of the Declaration ("Forestar's Additional Property"); and

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WHEREAS, Forestar is selling and conveying the Property to Foxhall Renaissance, LLC, a Georgia limited liability company ("Foxhall"), but retaining Forestar's Additional Property, and as such, Forestar desires to amend the Declaration prior to the conveyance of the Property to Foxhall as set forth herein to provide for co-Declarants in accordance with the terms and conditions set forth in the Declaration, as amended hereby.

NOW THEREFORE, Forestar does hereby amend the Declaration pursuant to Article XII of the Declaration as set forth herein below.

1. **The following Sections of Article I are hereby deleted in their entirety and replaced with the following (all Sections of Article I not specifically addressed herein below shall remain unchanged).**

Section 1.14 "*Declarant*" or "*co-Declarants*" shall mean Forestar and Foxhall, and shall include any successor or assign who shall acquire any portion of the Property or Forestar's Additional Property for the purpose of development and/or sale and who is designated as a Declarant in a recorded instrument executed by the applicable immediately preceding Declarant. Notwithstanding anything contained herein to the contrary; (i) until such time as Forestar seeks to annex all or any portion of Forestar's Additional Property to the terms of this Declaration, the term "Declarant" shall refer exclusively to Foxhall; (ii) the provisions of this Amendment benefiting Forestar may not be altered or amended without the prior written consent of Forestar; and (iii) there may never be more than two (2) co-Declarants.

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 co-Declarants with the County Clerk.

2. **The following Sections of Article IV are hereby deleted in their entirety and replaced with the following (all Sections of Article IV not specifically addressed herein below shall remain unchanged).**

Section 4.8 Election of Board of Directors. The Board of Directors shall consist of three (3) individuals and shall be appointed or elected as follows: Until the earlier of; (i) such time as all the Lots have been sold to and are owned by Persons other than Builders or the Declarant, or (ii) such time as Declarant shall voluntarily waive such right by written instrument signed by the co-Declarants, co-Declarants shall be entitled to appoint all members of the Board of Directors. After such time, the Members shall elect the Board of Directors by a majority vote of a quorum of the Members at a duly called meeting of the Members. Notwithstanding anything contained herein or in the By-Laws to the contrary, until such time as all the Lots developed on the Property have been sold to and are owned by Persons other than Builders or the Declarant, Foxhall, its successors or assigns shall have the exclusive right to appoint the Board of Directors, as provided herein above, and thereafter, Forestar, its successors or assigns, shall have the right to appoint the Board of Directors, as provided herein above for so long as such right shall continue.

3. **The following Sections of Article V are hereby deleted in their entirety and replaced with the following (all Sections of Article V not specifically addressed herein below shall remain unchanged).**

Section 5.8 Budget Deficits during Development Period. In any fiscal year during the Development Period, Declarant may either (i) advance funds to the Association sufficient to satisfy the deficit, if any, between the actual operating expenses of the Association (exclusive of any allocation for capital reserves) and the annual and special assessments for such fiscal year, excluding the Lots owned by Declarant, or (ii) pay the annual assessment applicable to the Lots owned by the Declarant. At the election of the Declarant, such advances pursuant to (i) shall be evidenced by promissory notes from the Association in favor of the Declarant and shall be paid back to Declarant if and to the extent that sufficient funds are generated by Assessments in future years. The interest rate on such notes, if any, shall be at the Prime Rate published in the Wall Street Journal on the date of the note.

4. **The following Sections of Article VI are hereby deleted in their entirety and replaced with the following (all Sections of Article VI not specifically addressed herein below shall remain unchanged).**

Section 6.3 Architectural Control Committee. Responsibility for the review of all applications under this Article shall be handled by the Architectural Control Committee, the members of which need not be Members of the Association nor representatives of Members, and may, but need not, include architects, landscape architects, land planners, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the Association. The ACC may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred by the ACC in having any application reviewed by architects, engineers or other professionals.

The ACC shall have exclusive jurisdiction over all construction, alterations or additions on any Lot. The ACC shall have the right, but not the obligation, to promulgate design guidelines and standards for the Property so long as said guidelines and standards are not inconsistent with this Article or the intent of the Declaration.

The Declarant shall have the right to appoint, remove and re-appoint all members of the ACC, and they shall serve at the pleasure of the Declarant. There shall be no surrender of this right except in a written instrument in recordable form executed by Declarant. Upon the surrender of such right, the Board of Directors shall appoint the members of the ACC, who shall thereafter serve and may be removed at the pleasure of the Board of Directors. Notwithstanding the foregoing, the Declarant shall have the right to delegate to the Board of Directors of the ACC, the right to review and approve modification requests to Improved Lots, provided that such delegation shall not remove from Declarant the right to approve all initial construction on Lots. To the extent that there are active co-Declarants pursuant to Section 1.14, then: (i) Forestar, its successors or assigns, shall have sole architectural approval (and shall be deemed to be the ACC) of all new construction on Forestar's Additional Property; and (ii) Foxhall, its successors or assigns, shall have sole architectural approval (and shall be deemed to be the ACC) of all new construction on the Property.

5. Article XII is hereby deleted in its entirety and replaced with the following:

Except as provided in this Declaration otherwise, the terms, provisions, covenants and restrictions of this Declaration may be unilaterally amended during the Development Period, by the Declarant without the affirmative vote or written consent of any Owners or First Mortgage holders. After the Development Period, this Declaration may be amended by the affirmative vote or written consent, or any combination thereof, of Owners of more than two-thirds (2/3) of the Lots. The approval of any such amendment by the Members of the Association shall be given by each such Member either casting a vote in favor of such amendment at a meeting of the Members of the Association duly called for such purpose, or by such Member signing a written consent or approval of such amendment either before or after the date on which any meeting of members is held.

This Declaration may also be amended unilaterally by Declarant if: (i) such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rules or regulations or judicial determination which shall be in conflict therewith, (ii) such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots, (iii) such amendment is required by an institutional or governmental lender or purchaser of mortgage loans (such as the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation) to enable such lender or purchaser to make or purchase mortgage loans on the Lots, (iv) such amendment is necessary to enable any governmental agency or private insurance company, including but not limited to HUD and the VA, to insure or guarantee mortgage loans on the Lots, provided, however, that any such amendment shall not adversely affect the title to any Owner's Lot unless such Owner shall consent thereto in writing, or (v) such amendment does not materially adversely affect the substantive rights of any Owners hereunder nor adversely affect title to any Lot without the consent of the affected Owner.

Any such amendment shall become effective upon the recording with the County Clerk of the instrument evidencing such change unless a later effective date is specified therein. The matters set forth in such instrument shall be presumed to be true and accurate and the amendment which is set forth in such instrument shall be effective, unless it shall be determined by a court of competent jurisdiction that the matters certified to in such instrument are not true and accurate. Any lawsuit challenging any aspect of an amendment to this Declaration must be filed in the Superior Court in the county where the Property is located within one (1) year of the date of recordation of such amendment with the County Clerk.

Every Owner, by taking record title to a Lot, and each holder of a mortgage upon any portion of any Lot, by acceptance of such mortgage, hereby agrees that the terms, provisions, covenants and restrictions of this Declaration may be amended as provided herein.

6. The following Sections of Article XIII are hereby deleted in their entirety and replaced with the following (all Sections of Article XIII not specifically addressed herein below shall remain unchanged).

Section 13.8 Successors to Declarant. Foxhall may assign its rights, privileges, exemptions and status as Declarant to any person who owns any of the Property, provided that such assignment expressly states that it transfers the rights and status of the Declarant to the assignee. Forestar may assign its rights, privileges, exemptions and status as Declarant to any person who owns all or any portion of Forestar's Additional Property, provided that such assignment expressly states that it transfers the rights and status of the Declarant to the assignee.

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed by its duly authorized officers on the day and year set forth below.

Signed, sealed and delivered
in the presence of:

Forestar (USA) Real Estate Group Inc.

Michelle Reardon
Unofficial Witness

BY: [Signature]
Name: Michael Quinley
TITLE: Executive Vice President

Allison Cape
Notary Public

[COMPANY SEAL]

[NOTARY SEAL]

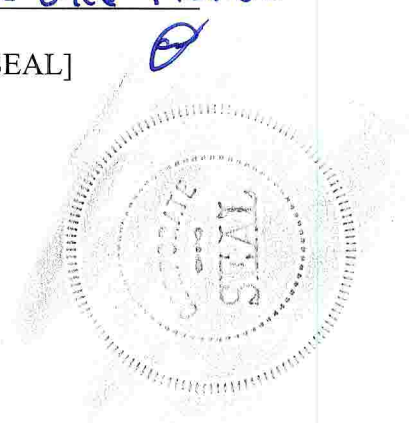
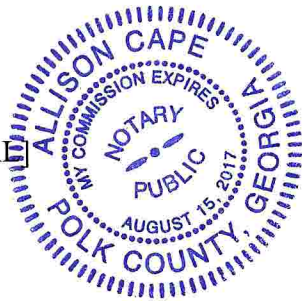


EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 4

All that tract or parcel of land lying and being in Land Lots 139 and 140, 1st District, Coweta County, Georgia, and being more particularly described as follows:

All of said Land Lot 139 containing 200 acres, more or less; and 185 acres, more or less, of said Lot 140 and being all of said Land Lot except 10 acres, more or less, in the northwest corner thereof and 5 acres, more or less, in the southeast corner thereof; and said excepted tract of 10 acres, more or less, is described as beginning at the northwest corner of said Lot 140 and running thence east along the north line of said Land Lot to the center line of Gordon Road, thence southeast along Gordon Road 1692 feet, thence west 558 feet to the west line of said Land Lot 140, and thence north along the west line of said Land Lot to the point of beginning; and said excepted 5 acres, more or less, in said Land Lot is described as beginning at the center line of the Gordon Road where it intersects the east line of said Land Lot 140 and running thence northwesterly along the center line of the Gordon Road 476 feet, thence south 458 feet, thence southeast 476 feet in a line parallel with the center line of said Gordon Road to the east line of said Land Lot 140, and thence north along said Land Lot line 458 feet to said point of beginning.

LESS AND EXCEPT property described in Right of Way Deed from Georgia Kraft Company to Coweta County, dated December 3, 1965, filed January 18, 1966, recorded in Deed Book 128, page 643, Coweta County, Georgia records.

FURTHER LESS AND EXCEPT property described in Limited Warranty Deed from Temple-Inland Land and Timber LLC to Ronnie Johnson and Jan Trammell Hutto, dated March 29, 2005, filed April 20, 2005, recorded in Deed Book 2723, page 134, Coweta County, Georgia records.

FURTHER LESS AND EXCEPT property described in Limited Warranty Deed from Forestar (USA) Real Estate Group Inc. to Coweta County, dated December 5, 2007, filed April 4, 2008, recorded in Deed Book 3335, page 642, Coweta County, Georgia records.

FURTHER LESS AND EXCEPT property described in Limited Warranty Deed from Forestar (USA) Real Estate Group, Inc. to Coweta County, dated January 11, 2008, filed April 17, 2008, recorded in Deed Book 3337, page 564, Coweta County, Georgia records.

FURTHER LESS AND EXCEPT property described in Quitclaim Deed from Forestar (USA) Real Estate Group, Inc. to Fox Hall Master Homeowner's Association, Inc., dated September 22, 2008, filed October 21, 2008, recorded in Deed Book 3394, page 819, aforesaid records.