

FILED
CHATHAM COUNTY NC
TREVA B. SEAGROVES
REGISTER OF DEEDS

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START PAGE 0758
END PAGE 0761
INSTRUMENT # 00947
EXCISE TAX (None)

BOOK 1551 PAGE 0758

Prepared by and return to:

Grayson G. Russell, Attorney at Law
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P.O. Box 19001
Raleigh, NC 27619

STATE OF NORTH CAROLINA
COUNTY OF CHATHAM

FOURTH AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE HAMPTONS SUBDIVISION

This Amendment, made this 27th day of January, 2011, by Windjam 23, LLC, a North Carolina limited liability company, hereinafter referred to as "Declarant".

WHEREAS, Declarant caused to be executed and recorded the Declaration of Covenants, Conditions and Restrictions for The Hamptons Subdivision in Book 1329, Page 1117, Chatham County Registry, hereinafter referred to as the "Declaration"; and

WHEREAS, Declarant caused to be executed and recorded The First Amendment to Declaration of Covenants, Conditions and Restrictions for The Hamptons Subdivision in Book 1337, Page 495, Chatham County Registry, hereinafter referred to as the "First Amendment"; and

WHEREAS, Declarant caused to be executed and recorded The Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Hamptons Subdivision in Book 1343, Page 698, Chatham County Registry, hereinafter referred to as the "Second Amendment"; and

WHEREAS, Declarant caused to be executed and recorded The Third Amendment to Declaration of Covenants, Conditions and Restrictions for The Hamptons Subdivision in Book 1471, Page 777, Chatham County Registry, hereinafter referred to as the "Third Amendment"; and

WHEREAS, Declarant desires to amend said Declaration; and

WHEREAS, Declarant currently is the owner of greater than seventy five percent (75%) of the Lots in the Hamptons Subdivision.

NOW, THEREFORE, the undersigned being all of the Owners of Lots in the Hamptons Subdivision in accordance with Article XI of said Declaration unanimously consent to the amendment of said Declaration as follows:

1. Section 7.24 shall be deleted in its entirety and replaced by the following Section 7.24:

Section 7.24. Pond. Access to the pond shall be awarded to only the Owners of Lots 21, 22, 23, 24, 25, 29, 30, 31, 32 and 33 on which the pond is located ("Pond Owners"). Such Pond Owners are responsible for maintenance of the pond and easements, if any, around the pond. Every Pond Owner shall grant the other Pond Owners and their successors and assigns a perpetual non-exclusive easement across those portions of the individual Pond Owner's Lot which is part of said pond, and such easement shall be deemed appurtenant to each such Pond Owners Lot. Each Pond Owner's use and enjoyment of the ponds shall be subject to the following provisions and conditions:

(a) no boats shall be allowed or permitted on the pond except for a boat used by the Pond Owners for maintenance, care and repair of the pond or facilities attendant thereto;

(b) no boats may be stored or left unattended on the pond excepting areas that may be designated by the Owners;

(c) no net fishing shall be allowed or permitted on the pond;

(d) no dumping or discharging of any substance into the ponds shall be allowed or permitted;

(e) the Pond Owners shall not be responsible for supervision of any activities or uses of or on the ponds by other Pond Owners, their family members or guests or by any other person not authorized to access to the pond;

(f) at all times when the pond is being utilized for any purpose by a family, guest, invitee or licensee of a Pond Owner, the Pond Owner shall be responsible for supervising such use;

(g) except in cases of emergency, no spot light or search light shall be shown over or across the ponds; and

(h) there shall be no docks on the pond.

The Pond Owners may modify these rules and regulations and preempt new rules and regulations so long as they do not violate the purposes of said ponds and any Code requirements of Chatham County.

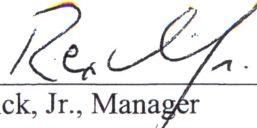
Each Pond Owner has the responsibility for the method, manner or means by which such Pond Owners, the members of his family, guests, invitees, licensees, tenants, contract purchasers or others acting through the Pond Owner shall use and enjoy the ponds. Accordingly, neither the Association, Declarant nor other Pond Owners shall be liable to any licensees, tenants, contract purchasers or others acting through the Pond Owner, except where physical injury to a natural person is proximately caused by the gross negligence or recklessness of the Pond Owners or Declarant, as the case may be. This disclaimer and standard of liability shall be binding on the Association, Declarant, all Pond Owners, members of their families, guests, invitees, licensees, tenants, contract purchasers and others acting through the Pond Owner. If this disclaimer and standard of liability should be held inapplicable to or not binding upon any class or sub-class of persons referenced above by a court of competent jurisdiction, it shall nonetheless survive and remain in full force and effect as to all other classes or sub-classes. Nothing contained in this Section shall be deemed a waiver or modification of any common law or statutory defenses otherwise available to the Association or Declarant including, but not limited to, contributory negligence. Any Pond Owner whose conduct was a concurring or a proximate cause of any injury or damage for which the Association, Declarant or other Pond Owners is or are sued, such Pond Owner shall indemnify and hold the Association, Declarant and Pond Owners harmless in the event the claim on behalf of any such person injured or damages is reduced to judgment or otherwise paid by the Association, Declarant or Pond Owners or all.

3. Except as herein amended all the terms and conditions, restrictions and benefits of said Declaration, said First Amendment, said Second Amendment and said Third Amendment shall remain in full force and effect as to the properties subjected to the Declaration.

This the 27th day of January, 2011.

WINDJAM 23, LLC, a North Carolina
limited liability company.

BY:


Rex Vick, Jr., Manager

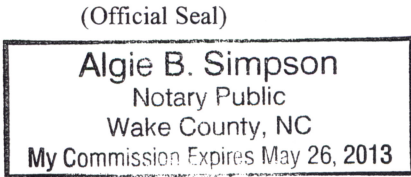
MANAGER

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I certify that the following person(s) personally appeared before me this day, and; each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

REX VICK JR
Name(s) of principal(s)

Witness my hand and official seal, this the 27th day of JANUARY, 2011.



Algie B. Simpson
Official Signature of Notary

Algie B. Simpson, Notary Public
Notary's printed or typed name

My commission expires: May 26, 2013

CERTIFICATION OF VALIDITY OF AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE HAMPTONS SUBDIVISION

By authority of its Board of Directors, Hamptons Owners Association, Inc., hereby certifies the foregoing instrument has been duly approved by the Owners of sixty-seven percent (67%) of the Lots of The Hamptons and is, therefore, a valid amendment to the existing Declaration of Covenants, Conditions and Restrictions of The Hamptons.

This the 27th day of January, 2011.

HAMPTONS OWNERS ASSOCIATION, INC.

Rex Vick Jr
President

Attest:
[Signature]
Secretary