

FILED
CHATHAM COUNTY
REBA G. THOMAS
REGISTER OF DEEDS

FILED Jun 25, 2007
AT 12:29:43 pm
BOOK 01343
START PAGE 0698
END PAGE 0700
INSTRUMENT # 08305

BOOK 1343 PAGE 698

Prepared by and return to:

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

**STATE OF NORTH CAROLINA
COUNTY OF CHATHAM**

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

This Amendment, made this 22nd day of June, 2007, 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 desires to amend said Declaration; and

WHEREAS, Declarant currently is the owner of all the Lots in the Hamptons Subdivision.

NOW, THEREFORE, Declarant by virtue of its authority under Article XI of said Declaration amends said Declaration by deleting Section 6.20 in its entirety and replacing it as follows:

“Section 6.20 Commencement and Completion of Construction. Construction of Dwellings and other improvements on Lots shall be commenced within forty eight (48) months after the date on which there are Approved Plans therefor, and shall be completed not later than twenty-four (24) months immediately after construction is commenced, or by such later date as specified in the Approved Plans. Each Lot Owner, other than the Declarant, shall within twenty-four (24) months of becoming the Owner of such Lot(s), submit Plan(s) for the construction of the Dwelling(s). For the completion of Dwelling or other improvements purposes of this Section, construction is “commenced” when a building permit for the construction has been issued (or if a building permit is not required when work commences or materials for the improvement are delivered to the Lot), and construction is “completed” when a certificate of occupancy or completion has been issued. The Declarant or its assigns during the period of Class B membership, and thereafter the Architectural Control Committee, in its sole discretion, may grant waivers or extensions of the foregoing time period for completion of construction, and, when requested and upon reasonable evidence of the existence thereof, shall grant reasonable waivers or extensions for events of Force Majeure that delay or prevent a Person from completing construction within the foregoing time periods. As used in the Declaration, events of “Force Majeure” are defined as any one or more of the following: acts of God, earthquakes, blizzards, tornadoes, hurricanes, fire, flood, malicious mischief, insurrection, terrorism, riots, strikes, lockouts, boycotts, picketing, labor disturbances, war, explosions, compliance with a judicial order or injunction, inability to obtain materials or supplies after the exercise of all reasonable efforts, and any other similar circumstances beyond the reasonable control of the Person responsible for completion of construction.

In the event that an individual purchases two or more Lots that are contiguous, then said timeline for Commencement and Completion of Construction shall only apply to one (1) of the Lots owned by said individual.”

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

This the 22 day of June, 2007.

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

BY: Craig Glass, Manager
Craig Glass, Manager

County of Wake
State of North Carolina

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:

Craig Glass, Manager
Name(s) of principal(s)

Witness my hand and official seal, this the 22nd day of June, 2007.



[Signature]
Official Signature of Notary

Grayson G. Russell, Notary Public
Notary's printed or typed name

My commission expires: 9/27/2011