

FILED
CHATHAM COUNTY
REBA G. THOMAS
REGISTER OF DEEDS

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Prepared by and return to:
Grayson G. Russell, Attorney at Law
P.O. Box 19001
Raleigh, NC 27619

**STATE OF NORTH CAROLINA
COUNTY OF CHATHAM**

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

This Amendment, made this 21st day of May, 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 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 as follows:

- (1) Section 6.18 of the Declaration is deleted in its entirety and replaced as follows:

"Section 6.18. Building Location. Unless a greater number is indicated on the recorded Map, no building or improvements shall be located on any Lot nearer to the front line, rear line corner side line or side line than the following distances in feet:

Front	40'
Rear	25'
Side	25'
Corner Side	25'

The Architectural Control Committee may for good cause waive a violation of the set-back requirement provided for herein. This waiver shall be in writing and recorded in the Chatham County Registry. The waiver executed by the Architectural Control Committee shall be, when recorded, conclusive evidence of compliance with the requirements of this Article and the Declaration. A waiver is allowed so long as it does not violate local government regulations. Declarant reserves the right to waive in writing any minor violation of this Article, and for purposes hereof, any violation which does not exceed twenty percent (20%) shall be considered a minor violation."

(2) Section 7.02 of the Declaration is deleted in its entirety and replaced as follows:

"Section 7.02. Primary Dwelling Size. Any primary Dwelling erected upon any Lot shall contain not less than 3,000 square feet of enclosed heated floor area as measured from the ground level up and exclusive of the areas in heated or unheated basements, vaulted ceiling areas and attics, unheated porches of any type, attached or detached garages, and unheated storage areas, decks and patios. Notwithstanding the foregoing requirements, the Architectural Control Committee shall have the right, but not the obligation, because of restrictive topography, lot shape, dimensions or unusual site related conditions or other reasons, to allow variances from such minimum square footage requirements by granting a specific written variance."

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

This the 21 day of May, 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 21st day of May, 2007.



[Signature]
Official Signature of Notary

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

My commission expires: 9/27/2011