

WAKE COUNTY, NC 242
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
08/31/2012 AT 11:40:56

BOOK:014909 PAGE:00908 - 00913

Prepared by and return to:
Howard S. Kohn, Esq.
Kohn Law, P.L.L.C.
205 W. Millbrook Road, Suite 210
Raleigh, NC 27609 (Box 125)

STATE OF NORTH CAROLINA

COUNTY OF WAKE

FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS FOR HAMPTON PARK
ESTATES SUBDIVISION RECORDED IN
BOOK 12206, PAGE 2303, WAKE COUNTY
REGISTRY.

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR HAMPTON PARK ESTATES, made this
30th day of August, 2012, by the Hampton Park Estates Homeowners Association,
Inc. (hereinafter, the "Association").

WITNESSETH:

WHEREAS, POGO I, L.L.C. (hereinafter, the "Declarant"), recorded a
Declaration of Covenants, Conditions and Restrictions for Hampton Park Estates
Subdivision in Book 12206, Page 2303, of the Wake County Registry, for the property
described in Book of Maps 2006, Pages 2063-2065, of the Wake County Registry, and
Declarant subsequently recorded an annexation declaration in Book 12461, Page 1525,
for the property described in Book of Maps 2007, Pages 719-721, Wake County Registry

(hereinafter, collectively, the “Declaration”); and

WHEREAS, the Association wishes to revise and amend the Declaration in the following respects: (1) to make changes to the architectural approval process for proposed improvements to Lots; (2) to clarify the land use restrictions for Lots; and (3) to restate the requirements for building size and design; and

WHEREAS, Article XII, Section 5, of the Declaration provides that the Declaration may be amended by an instrument signed by the Owners of not less than sixty-six and two-thirds percent (66 2/3%) of the Lots that have been made subject to the Declaration; and

WHEREAS, Section 47F-2-117(a) of the North Carolina Planned Community Act provides that the Declaration may be amended by an affirmative vote or written agreement signed by lot owners of lots to which at least sixty-seven (67%) of the votes in the association are allocated;

WHEREAS, between the dates of April 21, 2012, and July 3, 2012, a written petition to approve this First Amendment was distributed to Owners of Lots within the Association with the result that at least sixty-seven percent (67%) of the Lot Owners signed the petition in approval thereof; and

WHEREAS, the written petition was delivered to the Association’s Board of Directors, which reasonably assured itself that the proposed amendments had been approved by the Owners of the required number of Lots and authorized the attachment of a Certification of Validity of Amendment by the Association, signed by the President of the Association, to this First Amendment;

NOW, THEREFORE, the Association, upon the written agreement of not less than sixty-seven percent (67%) of the Lot Owners, does hereby declare that the following amendments shall be binding upon all parties having or acquiring any right, title or interest in the real property subject to the Declaration or any part thereof, and shall inure to the benefit of each lot owner or successor in interest or assignee thereof:

1. The penultimate paragraph of Article VIII is hereby deleted and a new paragraph is hereby substituted in its place which reads as follows:

In the event that the Declarant or the Association, as the case may be, fails to approve or disapprove the site or design of any proposed improvements within sixty (60) days after plans and specifications therefore have been submitted and received, the requirements of this Article will be deemed not to have been fully met, and the proposed improvements shall be deemed disapproved. Furthermore the plans and specifications required to be submitted shall not be deemed to have been received by the Declarant of the Association if they contain erroneous data or fail to present adequate information

upon which the Declarant or the Association, as the case may be, can arrive at a decision.

2. Section 2 of Article X is hereby deleted and a new Section 2 is hereby substituted in its place which reads as follows:

Section 2. Land Use. No Lot shall be used except for single family residential purposes; provided, however, that nothing herein shall prevent the conversion of portions of Lots to public or private streets, or preclude the use of a Lot as a well site for a community water system. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed three stories (above ground) in height no more than two private enclosed garages (one being attached and an integral part of the Building), a basement (finished or unfinished) and outbuilding incidental thereto. Declarant reserves the right to use any Building located on a Lot as an office and/or model which may be shown to prospective purchasers of Lots. By way of illustration and not by limitation any such outbuilding must be erected on a permanent foundation and must be constructed on site, as opposed to pre-fabricated building.

3. Section 3 of Article X is hereby deleted and a new Section 3 is hereby substituted in its place which reads as follows:

Section 3. Building Size and Design. No Building shall be permitted on any Lot unless the Building has, exclusive of decks, porches, breezeways, steps, basements, unheated attics and garages, at least 2,450 Square feet of heated living area for a one story Building, 2600 Square feet of heated living area for a Building having other than one story. The Declarant or the Architectural Committee may make reasonable exception to the minimum square footage, required herein, provided that the Building contains at least 90% of the minimum square footage, and if such exception is made, the Secretary of the Association shall record such exception in the Association's minutes book.

- (A) The siding of the building will be cement type such as Hardy Board.
- (B) The Building will be constructed with foundation and crawl space, foundation wall will have concrete blocks with either brick or stone finish.
- (C) Building will have variable /complex roof lines.
- (D) Buildings to visually conform with existing homes in the development, including color scheme.
- (E) All houses shall have shutters, especially on large front facing windows as viewed from the front of the home to conform with existing houses in the subdivision.
- (F) Front & Sides Yards To have Centipede Grass.
- (G) Homes constructed prior to these covenant changes are grand-fathered**

and considered to be in compliance with the covenants.

4. This Amendment shall be effective from the date of recordation in the Wake County Registry.

5. Except as specifically amended hereinabove, the remaining provisions of the Declaration are ratified and affirmed and shall remain in full force and effect in all respects.

IN WITNESS WHEREOF, the Association has caused this instrument to be executed by authority duly given, and the Association has attached hereto it "Certification of Validity of Amendment", in accordance with the provisions of the Declaration and Act, all as of the date and year first above written.

HAMPTON PARK ESTATES HOMEOWNERS ASSOCIATION, INC.

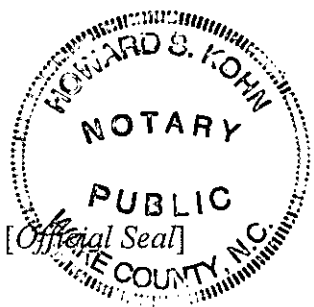
By: Gary Michael DeLibeto
Name: Gary Michael DeLibeto
Title: President

STATE OF NC
COUNTY OF Wake

I, Howard S. Kohn, a Notary Public of the County and State aforesaid certify that the following person(s), either being known to me or proven by satisfactory evidence, personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purposes stated therein and in the capacity indicated:

Gary Michael DeLibeto
name(s) of principal(s).

DATE: 8/30/12



[Signature]
Official Signature of Notary Public
Howard S Kohn
(Printed Name of Notary Public)

My Commission Expires: 7/13/14

CERTIFICATION OF VALIDITY OF AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HAMPTON PARK ESTATES SUBDIVISION

By authority of its Board of Directors, the Hampton Park Estates Homeowners Association, Inc., does hereby certify that it has reasonably assured itself that this First Amendment has in fact been duly approved and adopted by a vote and/or written agreement of not less than sixty-seven percent (67%) of the Owners of Lots subject to the Declaration, and that the foregoing First Amendment is therefore a valid amendment to the Declaration.

HAMPTON PARK ESTATES HOMEOWNERS ASSOCIATION, INC.

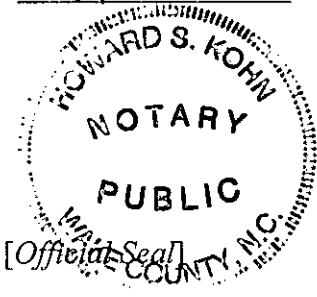
By: [Signature]
Name: Gary Michael De'Libeto
Title: President

STATE OF NC
COUNTY OF Wake

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Gary Michael De'Libeto
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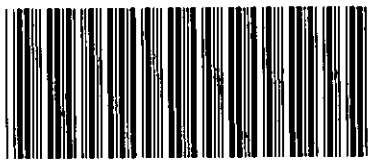
DATE: 8/30/12



[Signature]
Official Signature of Notary Public

Howard S Kohn
(Printed Name of Notary Public)

My Commission Expires: 7/13/14



BOOK:014909 PAGE:00908 - 00913

Yellow probate sheet is a vital part of your recorded document.
Please retain with original document and submit for rerecording.



Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

This Customer Group
_____ # of Time Stamps Needed

This Document

New Time Stamp
of Pages