



Doc ID: 010697300028 Type: CRP
 Recorded: 07/22/2011 at 11:26:01 AM
 Fee Amt: \$95.00 Page 1 of 28
 Alamance, NC
 HUGH WEBSTER REGISTER OF DEEDS

BK. **3026** PG. **90-117**

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 Chapel Hill, NC 27514

**STATE OF NORTH CAROLINA
 COUNTY OF ALAMANCE**

**FIRST AMENDMENT TO THE
 FIRST AMENDED AND RESTATED
 DECLARATION OF COVENANTS, RESTRICTIONS, AND CONDITIONS
 FOR THE DUCHY AIRPARK OF CHAPEL HILL:**

This First Amendment to the First Amended and Restated Declaration of Covenants, Restrictions and Conditions for the Duchy Airpark of Chapel Hill is made this 18th day of July, 2011 by **The Duchy Property Owners Association, Inc.**, a North Carolina nonprofit corporation whose address is 2131 North Lakeshore Drive, Chapel Hill, North Carolina 27514 (hereinafter the "Association") pursuant to the vote of its members in accordance with the provisions of the said Declaration and the Bylaws of the Association and under the provisions of Chapter 47A of the North Carolina General Statutes.

WITNESSETH:

WHEREAS, Haw River Development, LLC (hereinafter "Haw River") initially adopted the Declaration of Covenants, Restrictions, and Conditions for the Duchy Airpark of Chapel Hill on the 5th day of September, 2006, which original Declaration was thereafter recorded in the Alamance County Register of Deeds Office on September 14, 2006 in Deed Book 2465, at Pages 815 to 840; and

WHEREAS, Haw River subsequently transferred its ownership of the subject property to Duchy Development Company (hereinafter "Duchy Development") via deeds recorded in the Alamance County Register of Deeds Office in Deed Book 2465, Page 841, in Deed Book 2497, Page 869, and in Deed Book 2573, Page 660; and

WHEREAS, in accordance with the provisions of the said original Declaration, Haw River and Duchy Development thereafter adopted the First Amended and Restated

Declaration of Covenants, Restrictions, and Conditions on the 13th day of February, 2008, which amended and restated Declaration was thereafter recorded in the Alamance County Register of Deeds Office on February 14, 2008 in Deed Book 2674, at Pages 935 to 962; and

WHEREAS, Paragraph 11.3 of the amended and restated Declaration provides that the Association may adopt amendments to the said Declaration with the affirmative vote or written consent of 75% of the members of the Association;

NOW, THEREFORE, the Association and its members do hereby amend the First Amended and Restated Declaration of Covenants, Restrictions, and Conditions for the Duchy Airpark of Chapel Hill in accordance with the provisions of Paragraph 11.3 of the said Declaration by making the amendments set forth hereinbelow to Paragraphs 6.9, 6.10, and 8.3 of the said Declaration:

1. Paragraph 6.9, entitled "Weight and Type of aircraft", is hereby deleted in its entirety and the following new Paragraph 6.9 is hereby substituted therefor:

" **6.9 Weight and Type of Aircraft.** No aircraft with gross weight above 5,250 pounds is permitted to use the Runway or be based at the Duchy Airpark of Chapel Hill. Turbine aircraft, jet aircraft, powered parachutes and gliders are not permitted. Helicopters shall be operated only on the Runway, cannot be operated on any Taxiway/Roadway at any time, and must be towed to their respective Lots. The Duchy Airpark encourages the operation of experimental aircraft by Duchy Lot Owners. Lot Owners who desire to do so shall submit a request to the Board of Directors of the Association for approval; however, the following experimental aircraft do not require specific approval from the Board:

Loehle Aircraft Corporation: 5151 Mustang, KW-909, P40
AeroCad: Aerocanard
Lockwood Aircraft: AirCam
Airdale LLC: Avid Plus
Ace Aircraft: Baby Ace
Bede Corporation LLC: BD-17, BD-4B, BD-4C, BD-6
Alturair: BD-5B
Avid Pro Aircraft: Bearhawk
Cubcrafters: Carbon Cub EX
Europa Aircraft: Europa XS, XS Trigear
Lancair International: Evolution (piston), Lancair ES/SuperES, IV (Piston), IV-P (piston), Legacy, Legacy FG
Sequoia Aircraft Corporation: F.8L Falco
Glasair Aviation: Glasair III, Glasair Super II FT, Glasair Super II RG, Sportsman
Jabiru Pacific: J250, J430
Kitfox: Kitfox Supersport

Backcountry Supercubs LLC: Mackey SQ2
 Mustang Aeronautics: Mustang II
 Avipro Aircraft: Patrol
 Jim Kimball Enterprises: Pitts model 12
 NuVenture: Questair venture
 New Century Aerosport, Inc.: Radial Rocket
 RANS Designs: RANS S-12S Super Airaile, RANS S-19, RANS S-6ES Sport Wing Coyote II, RANS S-6S Super Sport Coyote II, RANS S-75 Coutier
 Ravin Aircraft USA, Inc.: Ravin 500 RG, Ravin 300 FG
 Murphy Aircraft Mfg. Ltd.: Rebel (sport), Renegade Spirit, Ridge Runner Model II
 Vans Aircraft: RV-10, RV-12, RV-9/9A, RV-8/8A, RV-7/7A, RV-6/6A, RV-4, RV-3
 Skykits Corporation: Savannah (VG/VGW/ADV)
 Pipestrel: Sinus, Virus
 Sonex Aircraft LLC: Sonex, Waix, Xenos Sport Motorglider
 Aircraft Designs: Stallion
 Zenith Aircraft Company: STOL CH 701, STOL CH 750, STOL CH 801
 Dakota Cub: Super 18-180
 Perceptor Aircraft Corporation: Super Pup
 Texas Sport Aircraft Company: Texas Sport TX-11, Texas Sport TX-3
 Velocity, Inc.: Velocity SE-FG, Velocity SE-RG, Velocity TXL-RG-5, Velocity XL-FG, Velocity XL-FG-5, Velocity XL-RG, Velocity XL-RG-5, Velocity XL-FG-5
 WACO Corporation: Waco M-F
 Zenair Ltd: Zodiac CH 640, Zodiac CH 650"

2. Paragraph 6.10, entitled "Runway and Pilot Restrictions", is hereby deleted in its entirety and the following new Paragraph 6.10 is hereby substituted therefor:

" **6.10 Runway and Pilot Restrictions.** Aircraft using the Runway shall be operated in accordance with existing FAA regulations in both VFR and IFR conditions. Pilots are required to have a current FAA license for the type of aircraft they operate, a current biannual flight review, and, except for light sport licensed pilots, a current medical certificate. Each of their aircraft must have a current FAA license. All aircraft operating from the Property shall carry not less than one million dollars of liability insurance and a copy of that insurance certificate shall be furnished to the Association each year. Knowingly failing to comply with any of the provisions in this section (6.10) will result in an automatic suspension of that Owner's landing rights on the Property. In the event of any claim arising or asserted as a result of the negligent operation of any aircraft or

vehicle by any Lot Owner, that Owner shall be deemed to have agreed to indemnify and hold harmless the Association and all other individual Lot Owners from any costs, claims or judgments incurred as a result thereof.”

3. Paragraph 8.3, entitled “Setbacks”, is hereby deleted in its entirety and the following new Paragraph 8.3 is hereby substituted therefor:

“ **8.3 Setbacks.** No house or building may be constructed within 50 feet from the centerline of any Taxiway/Roadway or within 100 feet from the center line of the Runway. For all Lots, the side setback is 20 feet, and along the rear line of all Lots (the line opposite the front entrance of the dwelling) the setback is 50 feet. A 30 foot clear zone easement shall be established along all Lot lines facing Taxiway/Roadways or the Runway in which no aircraft can be parked and in which no trees or other obstacles higher than 18” are permitted. An 8 foot easement along all sides of all Lots and along all Taxiway/Roadways is reserved for underground utilities, and a 25 foot easement around the entire perimeter of the South Lake is reserved for the benefit of members of the Association. The established setbacks can be varied by the Architectural Committee on a case by case basis.”

4. Except as expressly amended and modified above, the First Amended and Restated Declaration of Covenants, Restrictions, and Conditions for the Duchy Airpark of Chapel Hill shall continue in full force and effect without modification.

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