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NORTH CAROLINA

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

ALAMANCE COUNTY

THIS AMENDMENT TO THE FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS, AND CONDITIONS FOR THE DUCHY AIRPARK OF CHAPEL HILL is made this 10 day of February 2020, by the Duchy Property Owners Association, Inc. (the "Association"), as more particularly described by the Declaration of Covenants, Restrictions, and Conditions recorded in Book 2674, Pages 935-962 in the Alamance County Registry.

WITNESSETH THAT

WHEREAS on September 14, 2006, a Declaration of Covenants, Restrictions, and Conditions for the Duchy Airpark of Chapel Hill (the "1st Declaration") was recorded at Book 2465, Pages 815-840 in the Alamance County Registry.

WHEREAS on February 14, 2008, the First Amended and Restated Declaration of Covenants, Restrictions, and Conditions for the Duchy Airpark of Chapel Hill (the "2nd Declaration") was recorded in Book 2674, Pages 935-962 in the Alamance County Registry (the "2nd Declaration").

WHEREAS on July 22, 2011, the First Amendment to the 2nd Declaration was thereafter recorded in Book 3026, Pages 90-117 in the Alamance County Registry.

WHEREAS pursuant to Section 11.3 of the 2nd Declaration, that Declaration may be amended by an affirmative vote or written consent of 75% of the members of the Association, and such affirmative vote or written consent has been obtained.

NOW, THEREFORE, the Association and its members do hereby amend Paragraphs 5.21, 7.1, 7.2, 7.5, 10.2, and the Title of Section 7 of the 2nd Declaration as set forth below:

1. Paragraph 5.21, entitled "Access to Lots," is hereby deleted in its entirety and the following new Paragraph 5.21 is hereby substituted therefor:

5.21 Access to Lots. No access shall be provided or used to any Lot except from designated Taxiway/Roadways. The Declarer and the Association, and their agents and employees, shall have access to each Lot from time to time during reasonable working hours, upon reasonable notice to the Owner as may be necessary to maintain drainage ditches, Taxiway/Roadways or facilities situated upon such Lots which serve another Owner's Lot, to make repairs to the Taxiway/Roadways or Common Areas, and or to prevent damage to the Common Areas, Taxiway/Roadways or another Lot.

2. The Title of Section 7, entitled "Use of Common Areas, Taxiway/Roadways, Water Area and Other Recreational Amenities," is hereby deleted in its entirety and the following new title is hereby substituted therefor:

SECTION 7 (Use of Common Areas, Taxiway/Roadways, the Runway, Water Area and Other Recreational Amenities):

3. Paragraph 7.1, entitled "The Common Area," is hereby deleted in its entirety and the following new Paragraph 7.1 is hereby substituted therefor:

7.1 The Common Area. The Common Area at The Duchy Airpark of Chapel Hill shall include any and all real and personal property, easements, and other interests, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common enjoyment and use by the Owners. The Common Area shall include the portions, if any, of the private Taxiway/Roadways of the Airpark which are not on or a part of individual lots as shown on the Plat, the Runway, and the South Lake, and/or any and all easements or other interests therein, and such other recreational or other amenities as the Association shall determine to provide from time to time.

4. Paragraph 7.2, entitled "Use of Taxiway/Roadways," is hereby deleted in its entirety and the following new Paragraph 7.2 is hereby substituted therefor:

7.2 Use of Taxiway/Roadways and the Runway. Use of the Taxiway/Roadways and the Runway within The Duchy Airpark of Chapel Hill shall be restricted to Lot Owners and their family members, and guests going to and from Lots with the express permission or invitation of Lot Owners. No vehicle may be operated upon the Taxiway/Roadways except by a person being duly licensed to operate motor vehicles on North Carolina public roads. Use of Taxiway/Roadways shall be restricted to Lot Owners operating aircraft to and from the Runway, and operating motor vehicles to and from the residences in the Property and to and from the Property entrance on Thom Road. Lot owners and their duly licensed family members may operate bicycles and electric powered vehicles

upon the Taxiway/Roadways to and from the recreation areas, provided each such operator shall be solely and exclusively liable for any injury or damage arising out of such use, and shall indemnify and hold harmless the Association from and against any cost, claim, or expense of defense of same, arising out of any accident or injury caused to the operator or any person accompanying or injured by the conduct of any such operator upon the Taxiway/Roadways of the Project.

5. Paragraph 7.5, entitled "Violations and Enforcement," is hereby deleted in its entirety and the following new Paragraph 7.5 is hereby substituted therefor:

7.5 Violations and Enforcement. Persons violating any of the operational rules established herein or hereafter provided by the Association may be restricted or barred from further use of the Taxiway/Roadways, the South Lake, the Runway, or other amenities of the Property. If it becomes necessary to enforce this provision, or any of the rules that may be adopted by the Association, by way of litigation, the Association shall be entitled to recover of the violating party, in addition to any other relief available, all of the Association's costs and expenses incurred in the pursuit of relief from such violations.

6. Paragraph 10.2, entitled "Purposes of Assessments," is hereby deleted in its entirety and the following new Paragraph 10.2 is hereby substituted therefor:

10.2 Purposes of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, welfare, and pleasure of the Owners, maintenance of the Taxiway/Roadways, the Runway, and for improvement and maintenance of the Common Areas. Such uses may include but are not limited to: keeping the Common Areas clean and free from debris and in a neat and orderly condition, maintaining the landscaping thereon, repairing and maintaining Common Area equipment, paying taxes levied against Common Areas, installing and maintaining light fixtures along Taxiway/Roadways, maintaining the Taxiway/Roadways, maintaining an entrance sign for the Property, paying the premium on hazard and liability insurance carried by the Association, providing such security services as may be deemed reasonably necessary, and providing garbage removal services if such may be approved by the Association for all Lots.

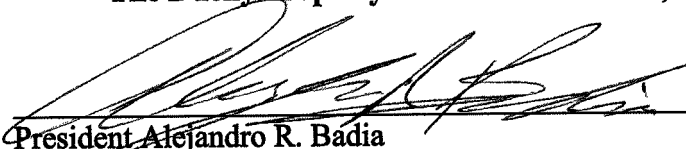
All others terms and conditions contained in the 2nd Declaration or amendments to the 2nd Declaration shall remain unchanged.

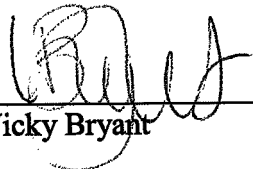
IN WITNESS WHEREOF, the undersigned hereby attest that the requisite owner approval is evidenced by written consents signed by the owners approving this Amendment and said consents have been made a part of the books and records of the Association.

[signature page follows]

This the 5th day of February, 2020.

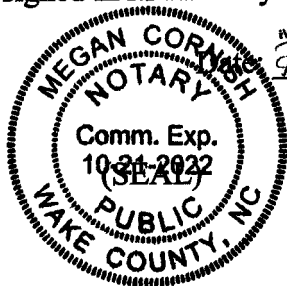
The Duchy Property Owners Association, Inc.

By: 
President Alejandro R. Badia


Attest: 
Secretary Vicky Bryant

North Carolina
Wake County

I, Alejandro R. Badia a Notary Public, do hereby certify that Alejandro R. Badia personally appeared before me this day and acknowledged that he is the President of the Duchy Property Owners Association, Inc., a North Carolina Non-profit Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was voluntarily signed in its name by its President for the purpose stated therein.



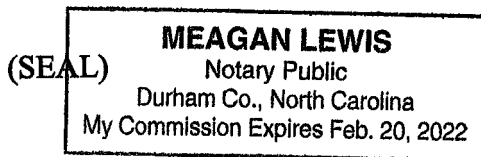
Date: February 5th, 2020.

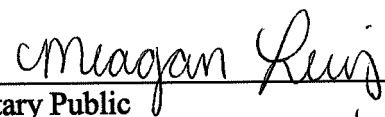

Notary Public
My Commission Expires: 10/21/2022

North Carolina
Orange County

I, Meagan Lewis, a Notary Public, do hereby certify that Vicky Bryant personally appeared before me this day and acknowledged that she is the Secretary of the Duchy Property Owners Association, Inc., a North Carolina Non-profit Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was voluntarily signed in its name by its Secretary for the purpose stated therein.

Date: February 10, 2020.




Notary Public
My Commission Expires: 02/20/2022

Package Summary Recording Report

Report generated: Fri, 14 Feb 2020 04:17 PM EST

Package: Duchy HOA Amendment (Alamance) MCT/hhh - 365D8976-7EE8-20D6-9CC6-001B0ADC1418
Status: Recorded

Submitter: Black, Slaughter & Black, PA (NCTWPX)
Recipient: Alamance County, NC

Documents

Document Name	Document Type	# of Pages	Status	Recording Number	Recording Date	Fees
DUCHY AMND FOR MT	Miscellaneous	4	Recorded	E 02677 B 3966 P 997	Fri 02/14/2020 04:03 PM EST	26.00

Fees

Fee Type	Payment Account Name	Fee Amount
Recording Fees	RBS E-Recording Acct (ACH *****6001)	26.00
Submission Fees	RBS E-Recording Acct (ACH *****6001)	4.50
Total Fees:		30.50

Questions Contact:

Simplifile Support 800.460.5657, option 3
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