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→ Mail to: The Duchy Property Owners Association, Inc.
5001 Duchy Drive, Mebane, NC 27302

NORTH CAROLINA
ALAMANCE COUNTY

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

THIS THIRD AMENDMENT TO THE FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS, AND CONDITIONS FOR THE DUCHY AIRPARK OF CHAPEL HILL is made this 20th day of November 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 in 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.

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 on February 14, 2020, the Second Amendment to the 2nd Declaration was thereafter recorded in Book 3966, Pages 997-1000 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.

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NOW, THEREFORE, the Association and its members do hereby amend Paragraphs 1.20, 2.7, 3.1, 3.2, 3.3, 4.15, 5.8, 5.13, 5.19, 6.2, 6.4, 6.8, 6.9, 6.10, 10.4, and the entire Section 11 of the 2nd Declaration as set forth below:

1. Paragraph 1.20, entitled "Taxiway/Roadway," is hereby deleted in its entirety and the following new Paragraph 1.20 is hereby substituted therefor:

1.20 Taxiway/Roadway shall mean those right of ways radiating from the Runway or otherwise shown on the Plat used to provide access for aircraft to and from the Runway, and to provide access for aircraft and motor vehicles to and from the residences in the Property, and to provide access for motor vehicles to and from the Duchy Airpark of Chapel Hill entrance on Thom Road. The Taxiway/Roadways shall include, but are not limited to, Duchy Drive, Osprey Drive, Pegasus Court, and Brownstone Drive, all as shown on the Plat.

2. Paragraph 2.7 entitled "Assisting the Architectural Committee," is hereby deleted in its entirety.

3. Paragraph 3.1 entitled "Focus and Membership," is hereby deleted in its entirety and the following new Paragraph 3.1 is hereby substituted therefor:

3.1 Focus and Membership. The Duchy Airpark of Chapel Hill has been designed as a private residential community for aircraft owners and pilots with strict architectural controls to insure that the property will be developed attractively, harmoniously and consistently. To that end, the Association will maintain a standing committee to be called the "Architectural Committee." The Architectural Committee will consist of no less than three members, appointed by the Board of Directors. In the event of failure or inability of a member of this committee to act or in the event of a member's resignation, the vacancy created shall be filled by majority vote of the Board of Directors. Action in this committee shall be by majority vote.

4. Paragraph 3.2 entitled "Duties," is hereby deleted in its entirety and the following new Paragraph 3.2 is hereby substituted therefor:

3.2 Duties. The Architectural Committee shall regulate the external design appearance and location of the Properties and Lots and any improvements, as defined in Paragraph 1.11, thereon. With the approval of the Board of Directors, it shall adopt and enforce architectural guidelines consistent with the concept, goals, covenants, and restrictions of the Duchy Airpark of Chapel Hill. It shall conduct inspections to insure compliance with these guidelines. It shall adopt procedures required to carry out its duties.

5. Paragraph 3.3, entitled "Variances," is hereby deleted in its entirety and the following new Paragraph 3.3 is hereby substituted therefor:

3.3 Variances. Notwithstanding anything to the contrary contained herein, the Architectural Committee shall be authorized to recommend individual variances from any of the provisions of this Declaration, and any rule, regulation, or restriction promulgated in accordance therewith, if in its judgment, waiver of application of enforcement would not be inconsistent with the overall development of the project. The Board of Directors has the sole authority to grant any such variance.

6. Paragraph 4.15, entitled "Size and Style of Hangars," is hereby deleted in its entirety and the following new Paragraph 4.15 is hereby substituted therefor:

4.15 Size and Style of Hangars. Each Lot on which an airplane is to be kept must have a hangar for the storage of that aircraft. Except for Lot 35, such hangar must be attached to the adjoining dwelling. Each hangar must be compatible in appearance with the adjoining dwelling unit and its design and location on the Lot will both be subject to the approval of the Architectural Committee. No hangar shall be erected in the front yard taken to mean nearer to the taxiway than the front of the dwelling unit, with the exception of Lots 34, 35, and 36, on which hangars may site nearer the taxiway/roadway at the discretion of the Architectural Committee. No hangar shall be erected closer than 20 feet from a side Lot line. All hangars built shall be fully enclosed, permanent structures with doors and shall not exceed 2,000 square feet in size, except that hangars on Lots 2, 3, 5, 8, 9, 10, 11, 12, 13, 14, and 40 can be larger than 2,000 square feet at the discretion of the Architectural Committee. Hangars cannot be constructed before the dwelling unit is constructed. All hangar plans must be approved by the Architectural Committee before construction begins. In no case can hangars be used as residential quarters.

7. Paragraph 5.8, entitled "Pets," is hereby deleted in its entirety and the following new Paragraph 5.8 is hereby substituted therefor:

5.8 Pets. Pets shall be limited to birds, cats, and dogs, and be limited to a total of three for any Lot. Dogs must be restrained by fence or other effective restraint at the farthest point from any adjoining property. Dogs that become a nuisance by barking must be controlled by their Owners. All appropriate measures must be taken by Owners to avoid odors and immediately remove unsightly animal waste from any dog outside of its Owner's Lot. No dog shall be permitted outside of its Owner's Lot without being on a leash and being accompanied by an adult or a child more than 10 years old. Unattended dogs are expressly forbidden on Taxiway/Roadways or the Runway.

8. Paragraph 5.13, entitled "Fuel Storage," is hereby deleted in its entirety and the following new Paragraph 5.13 is hereby substituted therefor:

5.13 Fuel Storage. Bulk storage of flammable, explosive, or combustible liquids is prohibited in any dwelling or on any Lot, except that small quantities of fuels used for lawn-mowing, leaf-blowing, and grilling may be kept when stored in a way that protects against fire or explosion. Aviation fuel is not permitted on any Lot, except that as may be contained in the fuel tanks of a parked aircraft or up to 15 gallons in appropriate fuel containers stored inside the hangar.

9. Paragraph 5.19, entitled "Swimming Pools," is hereby deleted in its entirety and the following new Paragraph 5.19 is hereby substituted therefor:

5.19 Swimming Pools. Above-ground or non-permanent swimming pools are not permitted. Before an application for an in-ground pool will be considered by the Architectural Committee, the Owner must certify that the improvement will comply with all applicable laws and ordinances.

10. Paragraph 6.2, entitled "Hangars and Tie-Down Space," is hereby deleted in its entirety and the following new Paragraph 6.2 is hereby substituted therefor:

6.2 Hangars and Tie-Down Space. Only persons who are members of the Association are permitted to store, hangar, operate, or tie-down aircraft on a Lot, with the exception that a member may allow a non-member guest to hangar, operate, or tie-down an aircraft for no more than seven days. Requests for longer periods may be approved by the Board of Directors. Members are responsible for the conduct of guests as described in Paragraph 5.7.

11. Paragraph 6.4, entitled "More Than One Aircraft," is hereby deleted in its entirety and the following new Paragraph 6.4 is hereby substituted therefor:

6.4 More Than One Aircraft. If a Member owns more than one aircraft, no more than one may be stored outside of the hangar, and it must be securely tied down. No aircraft is permitted on any Lot until the dwelling and hangar are completed.

12. Paragraph 6.8, entitled "Flying Safety," is hereby deleted in its entirety and the following new Paragraph 6.8 is hereby substituted therefor:

6.8 Flying Safety. Each Member is required to strictly observe all Federal, State and Local statutes concerning aircraft operation. The traffic pattern altitude is 1600' MSL on the downwind leg and traffic is left hand on both runways. No person shall fly over the Property below traffic pattern altitude except when taking off or landing. Moving aircraft shall have the right of way on the Taxiway/Roadways and the Runway at all times. Careless, reckless, unprofessional, dangerous or illegal flying will not be tolerated and the Board of Directors, on behalf of the Association, has the right to revoke a Member's access to and privilege to use the Runway for such conduct.

13. 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. 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.

14. 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. Except in an emergency, only Members or their guests are permitted to operate aircraft at The Duchy Airpark and must, at a minimum, meet the requirements of 14 CFR Part 61 and operate in accordance with 14 CFR Part 91. All aircraft operating from the Property shall carry not less than one million dollars of liability insurance and a copy of the 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 Member'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 Member, that Member shall be deemed to have agreed to indemnify and hold harmless the Association and all other individual Members from any costs, claims or judgments incurred as a result thereof.

15. Paragraph 10.4, entitled "Annual Assessment Determination," is hereby deleted in its entirety and the following new Paragraph 10.4 is hereby substituted therefor:

10.4 Annual Assessment Determination. The Board of Directors of the Association shall prepare a budget for the coming year by October 15th of the previous year. It shall estimate its cash requirements for the coming year, its cash on hand, and the funds it needs to raise through assessments for the coming year. The budget shall also include an amount to provide for periodic repairs, repair and replacement of all commonly owned assets of the Association, property taxes on the Common Areas, capital improvements, and deficiencies in the previous year's budget.

16. SECTION 11, entitled "Amendments and Duration," is hereby deleted in its entirety and the following new SECTION 11 is hereby substituted therefor:

SECTION 11 (Amendments and Duration):

11.1 Term. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a period of 25 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years unless an instrument in writing, signed by 67% of the Owners has been recorded within the year preceding the beginning of each successive period of 10 years, agreeing to change covenants and restrictions, in whole or in part, or signed by 80% of the Owners to terminate the same.

11.2 Association's Rights to Amend Covenants, Restrictions and Conditions. The Association may adopt amendments to this Declaration only by the affirmative vote or written consent of 67% of the members of the Association. No amendment may remove, revoke or modify any right or privilege of the Declarer as specifically provided in this Declaration or amendments thereto without the written consent of the Declarer or the assignee of such right or privilege.

11.3 Revocation. This Declaration shall not be revoked without the consent of 80% of the Owners in a written instrument duly recorded in the public records of Alamance County, North Carolina.

All other 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 as 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 20th day of November, 2020

The Duchy Property Owners Association, Inc.

By: *[Signature]*
President Alejandro R. Badia

Attest: *[Signature]*
Secretary Vicky Bryant

North Carolina

Alamance County

I, Stone M. Notchey, 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: December 7th, 2020

(SEAL)



[Signature]
Notary Public

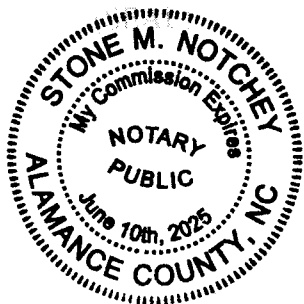
My Commission Expires: June 10th, 2025

North Carolina

Alamance County

I, Stone M. Notchey, 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: December 7th, 2020



[Signature]
Notary Public

My Commission Expires: June 10th, 2025