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LUNDAY A. RIGGSBEE
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START PAGE 0709
END PAGE 0712
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EXCISE TAX (None)

Index in Grantee Index under:
"Briar Chapel" and "Briar Chapel Community Association, Inc.

Index in Grantor Index under:
"NNP-Briar Chapel, LLC"

**Prepared by / Upon recording,
please return to:**

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NOTE TO CLERK: Please Cross-Reference to:
Declaration at Book 1372
Page 884

STATE OF NORTH CAROLINA

COUNTY OF CHATHAM

**EIGHTH AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BRIAR CHAPEL**

This Eighth Amendment to the Declaration of Covenants, Conditions and Restrictions for Briar Chapel and Amendment to Various Supplemental Declarations ("**Amendment**") is made by NNP-Briar Chapel, LLC, a Delaware limited liability company (the "**Declarant**").

Background Statement

The Declarant is the developer of the planned community located in Chatham County, North Carolina known as Briar Chapel. The Declarant executed and filed in the Office of the Register of Deeds for Chatham County, North Carolina ("**Public Registry**"), that certain Declaration of Covenants, Conditions, and Restrictions for Briar Chapel recorded November 16, 2007 in Deed Book 1370, Page 1020, *et seq.*, re-recorded November 28, 2007 in Deed Book 1372, Page 884, *et seq.*, which has been amended by those instruments recorded in the Public

Registry on June 12, 2009 in Deed Book 1465, Page 482, *et seq.* ("First Amendment"), on June 19, 2009 in Deed Book 1466, Page 675, *et seq.* ("Second Amendment"), on August 20, 2010 in Deed Book 1525, Page 464, *et seq.* ("Third Amendment"); on January 19, 2011 in Deed Book 1550, Page 121, *et seq.* ("Fourth Amendment"); on June 18, 2012 in Deed Book 1626, Page 53, *et seq.* ("Fifth Amendment"); on April 29, 2014 in Deed Book 1739, Page 1178, *et seq.* ("Sixth Amendment"), on Dec 8, 2016 in Deed Book 1895, Page 385, *et seq.* ("Seventh Amendment") and which has been supplemented from time to time by various Supplemental Declarations recorded by the Declarant in the Public Registry (as now and hereafter amended and supplemented, the "Declaration").

Pursuant to Section 19.1 of the Declaration, the Declarant reserved the right to unilaterally amend the Declaration for any purpose until termination of the Class "B" Control Period (as defined in the Declaration); provided, any such unilateral amendment may not materially adversely affect the allocation of voting rights or assessment burdens among the Units or title to any Unit without the written consent of the Owner of the affected Unit.

The Class "B" Control Period has not yet terminated and the Declarant desires to amend the Initial Restrictions and Rules attached as Exhibit "C" to the Declaration as set forth herein.

NOW, THEREFORE, the Declarant hereby amends Exhibit "C" to the Declaration by adding the following new Section 4:

4. Restriction on Operation of Drones.

(a) For purposes of this Section, a "drone" is an unmanned aircraft system which is controlled by an operator on the ground or from a remote location without physical contact with the aircraft. The term includes remote-controlled model airplanes and helicopters as well as other remote-controlled aircraft. The Board may, from time to time and at any time, modify and expand the definition of "drone" set forth herein.

(b) Except as provided in subsection (d), no person may operate a drone within the Community until the drone is: (i) registered with the Association in accordance with such procedures as the Board may establish from time to time; and (ii) registered with the Federal Aviation Administration ("FAA"), if required by the FAA, and a copy of the certificate of FAA registration provided to the Association. Currently, the FAA requires registration of a drone if the drone exceeds 0.55 lbs. Information on registration of drones and additional Federal requirements for drones may be found at <https://www.faa.gov/uas/>.

(c) Except as provided in subsection (d), the operator of a drone:

(i) may operate such drone within the Community only between the hours of 10:00 AM and 6:00 PM;

(ii) must not allow the drone to enter into the airspace above any Unit other than the Unit occupied by the operator or on which the operator has been expressly authorized by the Owner or occupant to operate such drone.

(iii) must not allow the drone to enter the airspace above any portion of the Common Area, Limited Common Area, or streets within the Community without the Board's prior written approval;

(iv) must not operate the drone in a manner which tends to harass or invade the privacy of, or be offensive or detrimental to, Owners or occupants of other Units, their guests or invitees, or persons using the public streets or Common Areas. The Board's judgment on such matters shall be determinative.

(d) This Section 4 shall not apply to the Declarant during the Development and Sale Period. The Declarant and its permittees may periodically utilize drones in the Community for sales and marketing purposes and for other purposes associated with development and operation of the Community. This Section 4 shall not apply to restrict operation of any drone within the Community by law enforcement or other public safety personnel acting in their official capacities, or by any governmental agency or utility provider or their employees or contractors for legitimate governmental or utility purposes, provided that the drone is used only to perform tasks within the scope of the operator's official capacity or duties and is operated in full compliance with all applicable laws and regulations. The Board may, in its discretion, grant exemptions for other categories of use subject to such conditions as the Board deems appropriate, provided that such exemptions are based on the nature of the drone use and operation within the Community and do not give preferential treatment to any particular business over its competitors.

(e) The Board may establish additional rules and/or policies to prohibit and/or regulate the use and operation of drones in the Community, which may include imposing conditions on registration.

[continued on next page]

IN WITNESS OF THE FOREGOING, the Declarant has executed this Amendment on the 7th day of December, 2016.

DECLARANT: NNP-BRIAR CHAPEL, LLC, a Delaware limited liability company

By: [Signature]
Name: Laurie M. Ford
Its: Vice President

STATE OF NORTH CAROLINA)
)
COUNTY OF WAKE)

I, DIANNE D. FULLER, a Notary Public in and for WAKE County, North Carolina, certify that Laurie M. Ford personally came before me this day and acknowledged that she is Vice President of NNP-BRIAR CHAPEL, LLC, a Delaware limited liability company, and that by authority duly given and as the act of said limited liability company, s/he executed the foregoing instrument on behalf of said limited liability company.

Witness my hand and official stamp or seal, this 7 day of DECEMBER 20 16

[Signature]
_____, Notary Public

My Commission Expires: JUNE 7, 2021

