

Drawn By and Return To:  
Hunter S. Edwards  
Womble Bond Dickinson (US) LLP  
301 S. College Street, Suite 3500  
Charlotte, NC 28202

**STATE OF NORTH CAROLINA**

**COUNTY OF WAKE**

**FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS**

**THIS FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS** (this "Amendment") is made as of the 8<sup>th</sup> day of May, 2025, by and between **GREATER RALEIGH AREA CHRISTIAN EDUCATION, INC.**, a North Carolina non-profit corporation ("Grace"), and **HOPE COMMUNITY CHURCH OF NC, INC.**, a North Carolina non-profit corporation ("Hope"). Grace and Hope are sometimes herein referred to as "Owner" individually or "Owners" collectively.

**RECITALS:**

WHEREAS, David J. Martin and Marilyn B. Martin (collectively, the "Declarant") recorded that certain Declaration of Easements and Restrictions (the "Declaration") recorded in Book 9569, Page 959 of the Wake County, North Carolina Register of Deeds (the "Registry"), which established certain easements and other rights and obligations among the Subject Property, as more particularly defined in the Declaration; and

WHEREAS, subsequently, Grace purchased Tract 1 as described in the Declaration from Declarant pursuant to that certain North Carolina General Warranty Deed recorded in Book 9569, Page 967 of the Registry;

WHEREAS, subsequently, Hope purchased Tract 2 as described in the Declaration from Declarant pursuant to that certain North Carolina General Warranty Deed recorded in Book 9569, Page 971 of the Registry.

WHEREAS, Grace, and Hope desire to amend certain provisions of the Declaration, all as more fully described herein.

NOW, THEREFORE, the parties hereby covenant and declare that the Declaration is amended as follows:

1. Recitals and Capitalized Terms. The recitals above are incorporated herein by reference, and the provisions hereof shall be interpreted in a manner consistent with the intent expressed therein. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Declaration.
2. Revision to Section 1. Section 1 of the Declaration is hereby amended, replaced, and superseded in its entirety with the following: "1. Common Access and Parking Facilities. The Owner of Tract 1 hereby Grants to the Owner of Tract 2 a perpetual non-exclusive easement to use all of the vehicular roadways, entrances and exits, sidewalks, parking lot facilities and parking spaces, and lighting facilities related thereto located on Tract 1 from time to time (collectively the "Tract 1 Common Access and Parking Facilities") to provide ingress, egress, regress, enjoyment, parking to and from Tract 2 (the "Tract 1 Common Access and Parking Facilities Easement"). The Owner of Tract 2 hereby Grants to the Owner of Tract 1 a perpetual non-exclusive easement to use all of the vehicular roadways, entrances and exits, sidewalks, parking lot facilities and parking spaces, and lighting facilities related thereto located on Tract 2 from time to time (collectively the "Tract 2 Common Access and Parking Facilities", with the Tract 1 Common Access and Parking Facilities and the Tract 2 Common Access and Parking Facilities collectively referred to herein as the "Common Access and Parking Facilities") to provide ingress, egress, regress, enjoyment, parking to and from Tract 1 (the "Tract 2 Common Access and Parking Facilities Easement", with the Tract 1 Common Access and Parking Facilities Easement and the Tract 2 Common Access and Parking Facilities Easement collectively referred to herein at the "Common Access and Parking Facilities Easement"). The Common Access and Parking Facilities are generally shown on those certain site plans attached as Exhibit A-1, Exhibit A-2, and Exhibit A-3 that are incorporated herein by this reference (with each site plan referenced herein both collectively and individually as the "Site Plans"). As used herein, the terms "Grant" or "Grants" shall mean to declare, give, grant, bargain, sale and convey an easement in the real property described in such grant to the extent specified, and shall be deemed to create an easement that is not personal but is appurtenant to and run with the property of the specified grantee and shall burden the property of the specified grantor forever unless a shorter time is set forth, to have and to hold each of the easements herein unto the specified grantee(s), their respective heirs, successors and assigns, invitees, licensees, lessees, representatives, agents, employees, and contractors, for the uses and purposes set forth herein.

No barriers, fences, or other obstructions shall be erected upon the Common Access and Parking Facilities or elsewhere on the Subject Property so as to interfere with the free flow of pedestrian and vehicular traffic over the Common Access and Parking Facilities located from time to time on the Subject Property. Subject to the prior, written approval of the other Owner, the foregoing provisions shall not prohibit the reasonable designation and relocation of traffic and pedestrian lanes and parking areas, or the reasonable construction of medians and landscape buffers, by either Owner upon its Tract.

Notwithstanding anything to the contrary, the Owners agree and acknowledge that the Common Access and Parking Facilities Easement and the use of the Common Access and Parking Facilities shall be subject to the following terms and conditions relating to the use and enjoyment of the parking lot facilities and parking spaces that are part of the Common Access and Parking Facilities (collectively, the "Parking"):

(i) commencing on August 1<sup>st</sup> of each calendar year and continuing through May 31<sup>st</sup> of the following calendar year the Owners shall share the Parking according to the following terms and conditions:

(1) for each Monday and Friday commencing at 7AM EST and continuing through 8PM EST the Owner of Tract 1 shall have the exclusive use of eighty percent (80%, i.e. approximately 270 parking spaces) of the available Parking on the Subject Property and the Owner of Tract 2 shall have the exclusive use of the remaining twenty percent (20%, i.e. approximately 67 parking spaces) of the available Parking on the Subject Property, with the general use of the Parking during such period being generally as shown on the Site Plan attached as Exhibit A-1;

(2) for each Tuesday, Wednesday, and Thursday commencing at 7AM EST and continuing through 6PM EST the Owner of Tract 1 shall have the exclusive use of eighty percent (80%, i.e. approximately 270 parking spaces) of the available Parking on the Subject Property and the Owner of Tract 2 shall have the exclusive use of the remaining twenty percent (20%, i.e. approximately 67 parking spaces) of the available Parking on the Subject Property, with the general use of the Parking during such period being generally as shown on the Site Plan attached as Exhibit A-1;

(3) for each Tuesday, Wednesday, and Thursday commencing at 6PM EST and continuing through 8PM EST the Owner of Tract 1 shall have the exclusive use of sixty percent (60%, i.e. approximately 202 parking spaces) of the available Parking on the Subject Property and the Owner of Tract 2 shall have the exclusive use of the remaining forty percent (40%, i.e. approximately 135 parking spaces) of the available Parking on the Subject Property, with the general use of the Parking during such period being generally as shown on the Site Plan attached as Exhibit A-2;

(4) for each Saturday commencing at 9AM EST and continuing through 5PM EST the Owner of Tract 1 shall have the exclusive use of sixty percent (60%, i.e. approximately 202 parking spaces) of the available Parking on the Subject Property and the Owner of Tract 2 shall have the exclusive use of the remaining forty percent (40%, i.e. approximately 135 parking spaces) of the available Parking on the Subject Property, with the general use of the Parking during such period being generally as shown on the Site Plan attached as Exhibit A-2; and

(ii) commencing on June 1<sup>st</sup> of each calendar year and continuing through July 31<sup>st</sup> of the same calendar year the Owners shall share the Parking according to the following terms and conditions:

(1) for each Monday through Friday commencing at 7AM EST and continuing through 5PM EST the Owner of Tract 1 shall have the exclusive use of eighty percent (80%, i.e. approximately 270 parking spaces) of the available Parking on the Subject Property and the Owner of Tract 2 shall have the exclusive use of the remaining twenty percent (20%, i.e. approximately 67 parking spaces) of the available Parking on the Subject Property, with the general use of the Parking during such period being generally as shown on the Site Plan attached as Exhibit A-3; and

(iii) for each Sunday throughout the year, the Owner of Tract 2 shall have the exclusive use of eighty percent (80%, i.e. approximately 270 parking spaces) of the available Parking on the Subject Property and the Owner of Tract 1 shall have the exclusive use of the remaining twenty percent (20%, i.e. approximately 67 parking spaces), with general use of the Parking during such period being generally as shown on the Site Plan attached as Exhibit A-1.

(iv) for any calendar days not referenced specifically in the items (i) and (ii) above, the Owners shall share the use of the Common Access and Parking Facilities jointly without any exclusive use provisions applicable.

The foregoing provisions shall not prohibit the Owners from agreeing to share Parking on a different basis on a case-by-case basis. Further, the Owners shall work together in good faith using commercially reasonable efforts to implement the terms and conditions of this provision, including working together on signage and directional wayfinding to delineate exclusive use parking spaces as the Owners believe may be reasonably necessary from time to time.”

3. Removal of Section 2. Section 2 of the Declaration is hereby deleted in its entirety and all references to the Recreation Facilities and Recreation Facilities Easement are hereby deleted and removed from the Declaration.
4. Removal of Section 3. Section 3 of the Declaration is hereby deleted in its entirety and all references to the Required Landscaping are hereby deleted and removed from the Declaration.
5. Revision to Section 7. Section 7 of the Declaration is hereby amended, replaced, and superseded in its entirety with the following: “7. Rights of First Offer. In the event that either Owner intends to sell its Tract (the “Selling Owner”), the Selling Owner shall give the other Owner notice of such intent with a proposed offer (the “Offer”) by which the other Owner may purchase the Selling Owner’s Tract. The other Owner shall have fifteen (15) days to send non-revocable written notice to the Selling Owner agreeing to accept the Offer, and, if the Offer is accepted, the sale of the subject Tract shall on the timeline proposed in the Offer, which shall include not less than sixty (60) days of due diligence. If the Offer has not been accepted within said fifteen (15) day period, the Offer shall be deemed to have been rejected by the other Owner and the Selling Owner shall then deliver the Offer to the David J. Martin Irrevocable Trust and Sure & Steadfast Properties Family Limited Partnership, and either (i) the David J. Martin Irrevocable Trust (the “Trust”), or (ii) Sure & Steadfast Properties Family Limited Partnership (the “LP”) shall have fifteen (15) days to send non-revocable written notice to the Selling Owner agreeing to accept the Offer, and in the event both the Trust and the LP provide

Selling Owner with proper written notice accepting the Offer, then whichever of the Trust or the LP provides the Selling Owner with such notice first shall be deemed the party accepting the Offer for purposes of this Section, and if the Offer is accepted, the sale of the subject Tract shall on the timeline proposed in the Offer, which shall include not less than sixty (60) days of due diligence. If the Offer has not been accepted within said fifteen (15) day period, the Offer shall be deemed to have been rejected by the Trust and the LP.”

6. Future Construction Easements. The Owners agree to work together in good faith using commercially reasonable efforts to negotiate and enter into any temporary construction easement that is reasonably necessary to facilitate and assist future construction, if any, on the Subject Property.
7. Authority to Amend. Pursuant to Section 9 of the Declaration, the Owners have the sole authority to amend the Declaration as it relates to the terms and conditions contained in this Amendment.
8. Miscellaneous. This Amendment shall bind and run with the land. The terms and conditions of this Amendment shall be governed by and construed in accordance with the laws of the State of North Carolina. Except as modified by this Amendment, all of the terms and conditions of the Declaration shall remain in full force and effect. Neither Owner are in default under the Declaration and that all assessments and fees due under the Declaration (including, but not limited to, any reimbursements for maintenance and repairs to the Common Access and Parking Facilities) have been paid in full. If there is any conflict between this Amendment and the Declaration, this Amendment shall control. Except where the context otherwise requires, all references in this Amendment to the Declaration shall be deemed to include the provisions of this Amendment. The terms and provisions of this Amendment shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, heirs, and assigns, if any.
9. Notices. Any notices required or desired to be given under the Declaration shall be in writing and shall be deemed to have been properly served when (i) be made by hand delivery, (ii) mailed by first class mail, postage prepaid or by certified mail, return receipt requested, or (iii) Federal Express or other similar overnight delivery carrier. If notice is to an Owner, to the Trust, or the LP, then such notice shall be sent to the below applicable address, provided, however, that any Owner, the Trust, and the LP may from time to time designate a different address by written notice to the other parties, and provided, moreover, upon any sale of any portion of the Subject Property, the new owner's address shall be deemed to be the mailing address referenced on such new Owner's vesting deed:

Tract 1 Owner:  
Greater Raleigh Area Christian Education, Inc.  
1108 Buck Jones Road  
Attn: Eric Bradley

Tract 2 Owner:  
Hope Community Church of NC, Inc.  
821 Buck Jones Road  
Raleigh, NC 27606  
Attn: Finance

Trust:  
David J. Martin Irrevocable Trust  
C/O Martin Properties  
2201 Candun Drive, Suite #103  
Apex, NC 27523  
Attn: Donna Evenson

LP:  
Sure & Steadfast Properties Family Limited Partnership  
C/O Martin Properties  
2201 Candun Drive, Suite #103  
Apex, NC 27523  
Attn: Donna Evenson

[SIGNATURE APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Grace has caused this Amendment to be executed as of the day and year first above written.

**GRACE:**

GREATER RALEIGH AREA CHRISTIAN EDUCATION, INC.,  
a North Carolina non-profit corporation,

By: [Signature]  
Name: A. Moss Withers  
Title: Chairman of Board of Trustees

By: [Signature]  
Name: Eric Bradley  
Title: Head of School

STATE OF NORTH CAROLINA

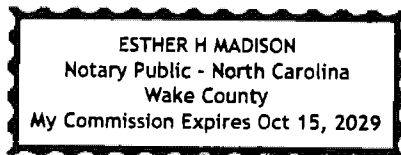
COUNTY OF Wake

This 13<sup>th</sup> day of May, 2025, personally came before me, A. Moss Withers, who being by me duly sworn, says that he/she is Chairman of Board of Trustees of GREATER RALEIGH AREA CHRISTIAN EDUCATION, INC., a North Carolina non-profit corporation; and that said writing was signed and sealed by him/her on behalf said corporation.

Witness my hand and official seal, this the 13<sup>th</sup> day of May, 2025.

[Signature]  
Notary Public

[Affix Notary Seal]



Esther Madison  
Print Name  
My commission expires: October 15, 2029

STATE OF NORTH CAROLINA

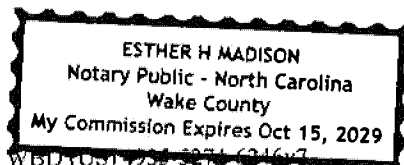
COUNTY OF Wake

This 13<sup>th</sup> day of May, 2025, personally came before me, Eric Bradley, who being by me duly sworn, says that he/she is Head of School of GREATER RALEIGH AREA CHRISTIAN EDUCATION, INC., a North Carolina non-profit corporation; and that said writing was signed and sealed by him/her on behalf said corporation.

Witness my hand and official seal, this the 13<sup>th</sup> day of May, 2025.

[Signature]  
Notary Public

[Affix Notary Seal]



Esther Madison  
Print Name  
My commission expires: October 15, 2029

IN WITNESS WHEREOF, Hope has caused this Amendment to be executed as of the day and year first above written.

**HOPE:**

HOPE COMMUNITY CHURCH OF NC, INC.,  
a North Carolina non-profit corporation,

By: Derek Sisterhen

Name: DEREK SISTERHEN

Title: SECRETARY

STATE OF NORTH CAROLINA

COUNTY OF Wake

This 8<sup>th</sup> day of May, 2025, personally came before me, Derek Sisterhen, who being by me duly sworn, says that he/she is Secretary of HOPE COMMUNITY CHURCH OF NC, INC., a North Carolina non-profit corporation; and that said writing was signed and sealed by him/her on behalf said corporation.

Witness my hand and official seal, this the 8<sup>th</sup> day of May, 2025.

Ryan Grady Kurtz  
Notary Public

Ryan Grady Kurtz  
Print Name  
My commission expires: 7-10-2027

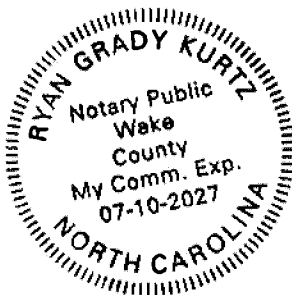




EXHIBIT A-1

Site Plan

[see attached]

Exhibit A-1

XX = Tract 1 exclusive use of 80% of Parking  
 OO = Tract 2 exclusive use of 20% of Parking

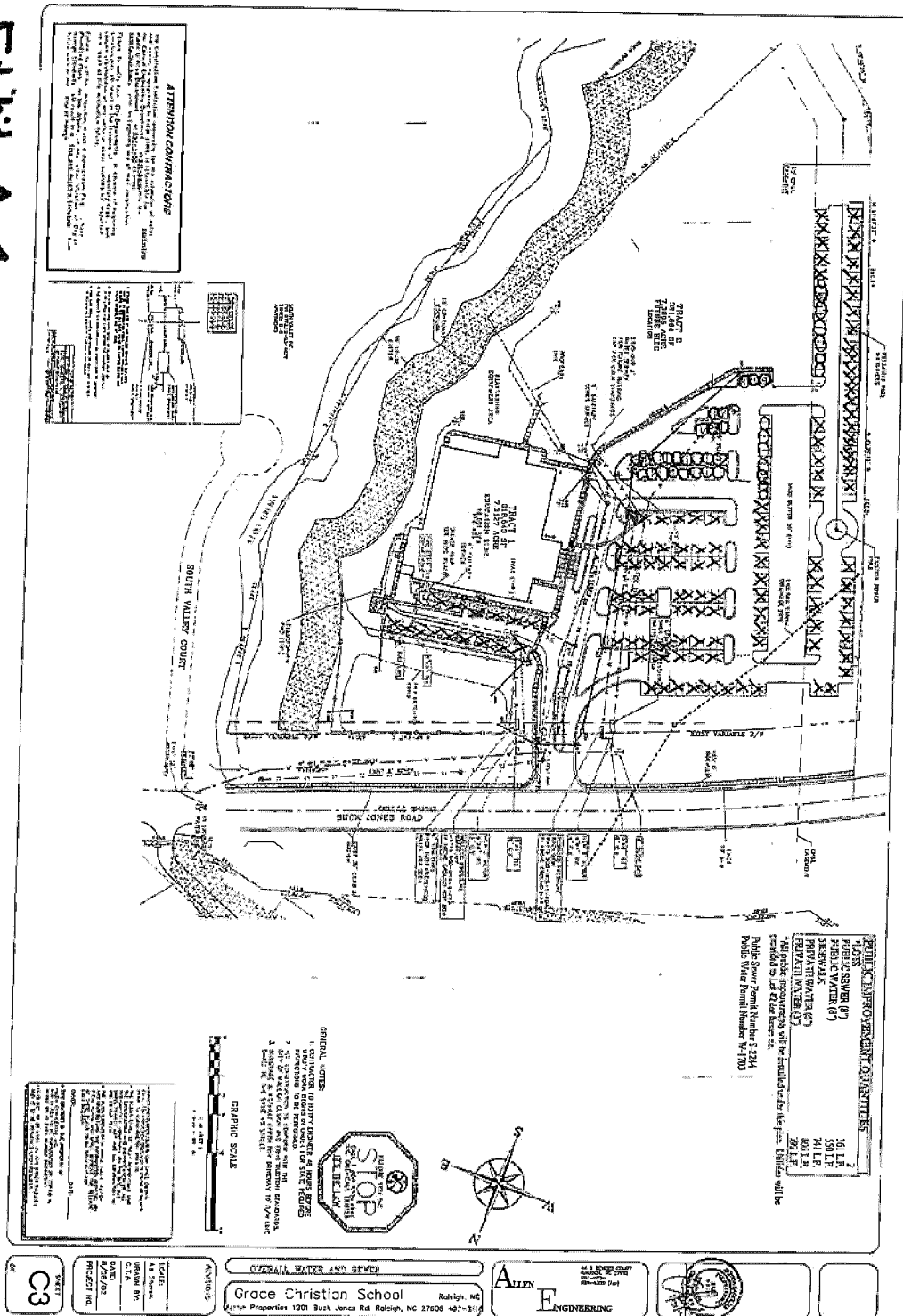


EXHIBIT A-2

Site Plan

[see attached]

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

# Exhibit A-2

XX = Tract 1 exclusive use of 60% of Parking  
OO = Tract 2 exclusive use of 40% of Parking

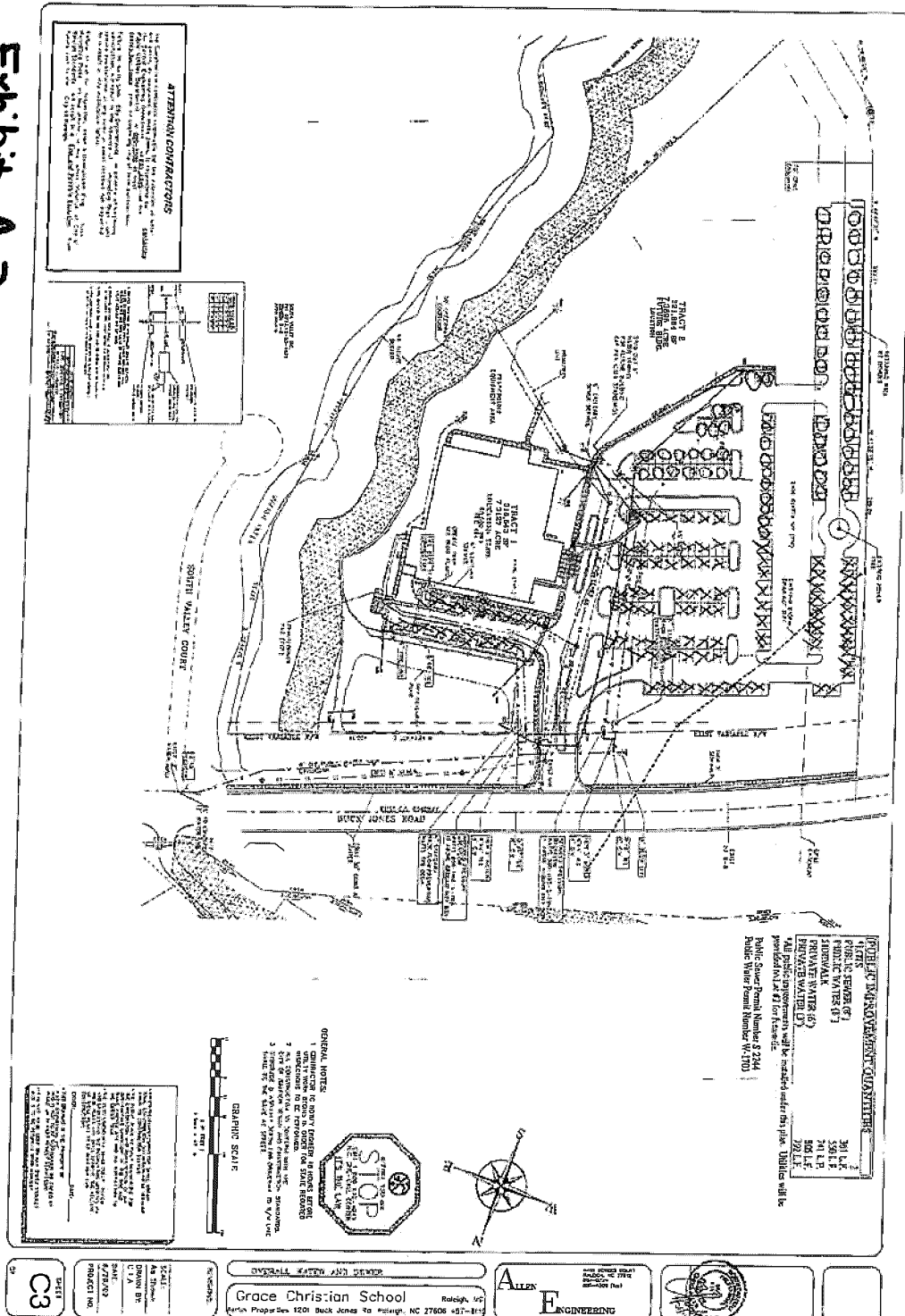


EXHIBIT A-3

Site Plan

[see attached]

**Exhibit A-3**

$XX = \text{Tract 1}$  exclusive use of 20% of Parking  
 $OO = \text{Tract 2}$  exclusive use of 80% of Parking

