

Prepared by and return to:  
Baker, Donelson, Bearman, Caldwell & Berkowitz, PC  
Attn: Scott Bowers  
2235 Gateway Access Point, Suite 220  
Raleigh, North Carolina 27607

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS, RESERVATIONS AND EASEMENTS FOR WALNUT CREEK  
BUSINESS PARK**

**THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS FOR WALNUT CREEK BUSINESS PARK** (this "Amendment") is made as of this 12th day of November, 2024 by **DUKE REALTY LIMITED PARTNERSHIP**, an Indiana limited partnership, doing business in North Carolina as Duke Realty of Indiana Limited Partnership ("Declarant"), and **3091 BUSINESS PARK, LLC**, a North Carolina limited liability company ("Owner") who, together with Declarant, own in the aggregate at least fifty-one percent (51%) of the acreage of the aggregate real property subject to the Declaration (as defined below). Declarant and Owner may be referred to herein collectively as the "Amending Parties."

**RECITALS:**

A. WHEREAS, the Declarant recorded that certain Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for Walnut Creek Business Park, dated July 26, 2002, and recorded in Book 9515 at Page 2641 of the Wake County Registry, as amended by that certain Supplemental Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for Walnut Creek Business Park, dated August 11, 2004 and recorded in Book 10994 at Page 2129 of the Wake County Registry (as so supplemented and amended, the "Declaration"), which Declaration encumbers the business park located in Wake County, North Carolina known as Walnut Creek Business Park as is more particularly described in the Declaration.

B. The Amending Parties own more than fifty-one percent (51%) of the acreage of the aggregate Property subject to the Declaration and desire to amend the Declaration, as permitted by Article 11 thereof, in accordance with the terms and provisions set forth in this Amendment.

**AGREEMENT:**

Submitted electronically by "Baker, Donelson, Bearman, Caldwell and Berkowitz, PC" in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Wake County Register of Deeds.

NOW THEREFORE, the Amending Parties do hereby declare that the Declaration is amended in accordance with the terms and provisions set forth below:

1. Recitals. The Recitals set forth at the beginning of this Amendment are incorporated herein by reference. The use of any capitalized term not otherwise defined herein shall have the meaning ascribed thereto in the Declaration.

2. Amendment to Article 7, Section 7.2 (“Prohibited Uses and Compliance”).

(a) Item 5 of Article 7, Section 7.2 of the Declaration (i.e., “5. Commercial Storage of building or construction materials.”) is hereby deleted in its entirety and replaced with the following:

“5. No temporary buildings or sheds, or other portable structures, materials, supplies, equipment, or other articles of any nature (hereinafter referred to as “Outside Storage”) shall be permitted to be stored or allowed to stand on any area exterior to any building on a Site without the prior approval of the Committee. Any permitted Outside Storage shall be contained within an enclosed structure or be completely screened from view of adjoining properties and streets with a combination of an enclosed screen and landscaping in a manner and at a location approved by the Committee.”

(b) Item 25 of Article 7, Section 7.2 of the Declaration (i.e., “25. Construction Contractor.”) is hereby deleted in its entirety and replaced with “Intentionally Omitted.”

3. Final Agreement; Ratification; Capitalized Terms. Except as specifically set forth herein, the Declaration remains unchanged and in full force and effect. The Amending Parties, by their execution hereof, hereby ratify, affirm and approve the amendments to the Declaration made pursuant to this Amendment, as well as the Declaration itself, as amended by this Amendment. Capitalized terms and phrases used in this Amendment (including the introductory and recital paragraphs hereof) and not defined herein shall have the meanings ascribed to such capitalized terms and phrases as are set forth in the Declaration.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have caused these presents to be duly executed all in pursuance of proper legal authority, as of the day and year first above written.

DECLARANT:

DUKE REALTY LIMITED PARTNERSHIP, an Indiana limited partnership doing business as Duke Realty of Indiana Limited Partnership

By: Duke Realty LLC  
A Delaware limited liability company  
its general partner

By: Authorized Person  
Todd Summerfield  
Todd Summerfield, VP of Prologis, Inc.  
a Maryland corporation

STATE OF North Carolina

COUNTY OF Mecklenburg

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

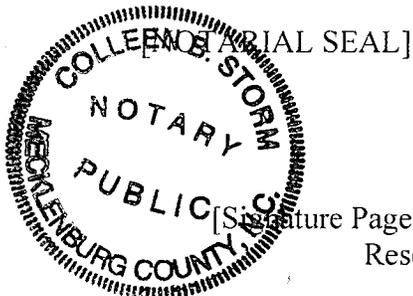
Todd Summerfield, VP of Prologis, Inc.

Date: Nov. 12, 2024

Colleen B. Storm  
Official Signature of Notary

Colleen B. Storm  
Notary's printed or typed name, Notary Public

My commission expires: Feb. 10, 2028

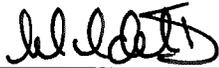


[Signature Page to Amendment to Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for Walnut Creek Business Park]

OWNER:

**3091 BUSINESS PARK, LLC,**  
a North Carolina limited liability company

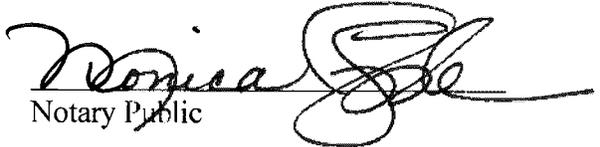
By: Wigeon Capital LLC,  
a North Carolina limited liability company  
its Manager

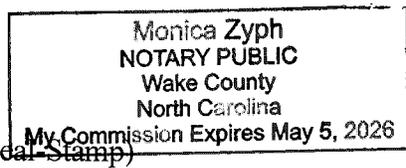
By:   
Name: Alferd B. Goodrich, II  
Title: Manager

STATE OF NORTH CAROLINA  
COUNTY OF Wake

I, Monica Zyph a Notary Public of Wake County and State aforesaid, certify that Alferd B. Goodrich, II, either being personally known to me or proven by satisfactory evidence, personally came before me this day and acknowledged that he is the Manager of Wigeon Capital LLC, a North Carolina limited liability company, the Manager of 3091 Business Park, LLC, a North Carolina limited liability company, and that he, being authorized to do so, executed the foregoing on behalf of the company.

Witness my hand and official stamp or seal this 12<sup>th</sup> day of November, 2024.

  
Notary Public

  
(Seal Stamp)

My Commission Expires: May 5, 2026