

AFTER RECORDING RETURN TO:

Morris, Manning & Martin, LLP
1600 Atlanta Financial Center
3343 Peachtree Road, N.E.
Atlanta, Georgia 30326
Attn: Samuel T. Wilmoth, Esq.

Prepared by:
morris, manning & martin, LLP
3343 Peachtree Rd., NE
Atlanta, GA 30326
Attn: Jamie Cohen

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

THIS FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS (this "Amendment"), is made this 19th day of January, 2018 (the "Effective Date"), by **MELLOW FIELD PARTNERS, LLC**, a Georgia limited liability company, ("Mellow Field"), as successor-in-title to Invest Equity, LLC, a Florida limited liability company ("**Original Declarant**"), and **DD MELLOWFIELD II, LLC**, a Georgia limited liability company ("**DD**").

WITNESSETH:

WHEREAS, Original Declarant subjected certain real property in Wake County, North Carolina to that certain Declaration of Easements, Covenants and Restrictions, recorded in Book 14698, Page 1878, Register of Deeds of Wake County, North Carolina (the "**Declaration**");

WHEREAS, Mellow Field and DD own the Parcels affected by the Declaration;

WHEREAS, the Declaration was recorded with an erroneous legal description; and

WHEREAS, Mellow Field and DD desire to enter into this Amendment for the purpose of correcting the legal description.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the above premises, the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby covenant and agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated into this Amendment by this reference.

2. Defined Terms. Any capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Declaration.

3. Property. Exhibit "A" attached to the Declaration is hereby deleted in its entirety and replaced with Exhibit "A" attached hereto and made a part hereof.

4. Miscellaneous.

(a) Ratification. Except as expressly amended hereby, the terms and conditions of the Declaration are hereby ratified, and the Declaration remains in full force and effect.

(b) Binding Effect. This Amendment shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors, legal representatives and assigns.

(c) Governing Law. This Amendment shall be construed under and governed by the laws of the State of North Carolina (excluding the law applicable to conflicts or choice of law).

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed, sealed and delivered, and as of the day and year first written above.

MELLOW FIELD:

MELLOW FIELD PARTNERS, LLC,
a Georgia limited liability company

By: Morrow Investors, Inc., a Georgia
corporation, its Manager

By: _____

Name: Fred S. Hazel

Title: Vice President

STATE OF GEORGIA

COUNTY OF HENRY

I, Deborah M. Martin, a Notary Public of the County and State aforesaid, certify that Fred S. Hazel personally appeared before me this day and acknowledged the execution of the foregoing instrument for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal, this 16th day of January, 2018.



[Signature]
Notary Public

Commission Expires: _____

DD:

DD MELLOWFIELD II, LLC,
a Georgia limited liability company

By: Morrow Investors, Inc., a Georgia
corporation, its Manager

By: _____

Name: Fred S. Hazel

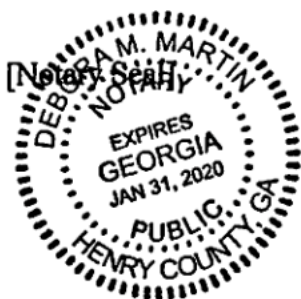
Title: Vice President

STATE OF GEORGIA

COUNTY OF HENRY

I, Deborah M. Martin, a Notary Public of the County and
State aforesaid, certify that Fred S. Hazel personally appeared before me this day and
acknowledged the execution of the foregoing instrument for the purpose stated therein and in the
capacity indicated.

Witness my hand and official stamp or seal, this 16th day of January, 2018.



[Signature]
Notary Public
Commission Expires: _____

EXHIBIT A
Property Description

Being ALL OF Lot #1, containing 22.25 acres, and Lot #2, containing 20.67 acres, as shown on that certain survey entitled "BSP ATLANTIC SUBDIVISION, RECOMBINATION & RIGHT-OF-WAY DEDICATION", dated March 3, 2008, prepared by Withers & Ravenel, a plat of which is recorded in Book of Maps 2008, Pages 608-609, Wake County Registry.

TOGETHER WITH Waiver between Highwoods Realty Limited Partnership and Town and County Developers of Raleigh, Inc. recorded in Book 11145, Page 1047, Wake County Registry.