

For Registration J. David Granberry

Register of Deeds

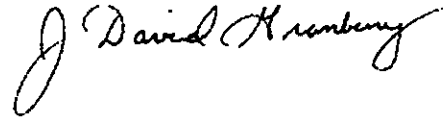
Mecklenburg County, NC

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Instrument Number: 2016012757



Prepared by:
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**FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR MELODY WOODS**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR MELODY WOODS ("Amendment") is made and entered into as of the 3rd day of February, 2016, by New Start II, LLC, a North Carolina limited liability company ("Declarant").

PURPOSE

- A. Declarant previously recorded a Declaration of Covenants, Conditions, and Restrictions for Melody Woods on February 6, 2015 in **Book 29736, Page 73** of the Register of Deeds of Mecklenburg County (the "Declaration"). Capitalized terms used but not defined in this Amendment shall have the meanings given in the Declaration.
- B. The Project, also known as Melody Woods, contains only 8 Lots and has been created and developed with a uniform design theme which will preserve and enhance the investments made in the Project by Declarant and Owners.

Submitted electronically by "woodward & woodward PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Mecklenburg County Register of Deeds.

C. Pursuant to the terms of the Declaration, Declarant retained the right, as described in Section 17.08 of the Declaration, to make any amendments or modifications to the Declaration that Declarant deems necessary or desirable.

D. As provided in Section 7.18 of the Declaration, "Architectural Requirements," Declarant reserved the right, in its sole discretion, to review and approve any and all improvements or additions to be constructed or installed in the Project.

E. The Declaration also contains other architectural control provisions which may cause unintended uncertainty or confusion regarding Declarant's right to review approve any and all improvements or additions in the Project. Declarant is amending the Declaration to eliminate the possibility of any such uncertainty or confusion,

NOW, THEREFORE, Declarant hereby amends the Declaration as follows.

AMENDMENT TO DECLARATION

I. The Declaration is amended to include the following new Section 14.03:


14.03 Architectural Review by Declarant. Notwithstanding anything to the contrary contained herein, Declarant shall have the sole and exclusive authority to review and approve any and all improvements or additions to be placed on any Lot, as provided in Section 7.18. Each Owner, by accepting a deed or other instrument conveying any interest in a Lot, acknowledges that Declarant has a substantial interest in ensuring that the improvements within the Project are consistent with Declarant's overall plan and scheme for the Project as well as Declarant's reputation as a developer of high-quality communities. Therefore, each Owner agrees that no improvement or addition of any kind, including without limitation the improvements described in Section 14.01, shall be constructed, placed, or installed on such Owner's Lot unless and until Declarant or its designee has given its prior written approval for such activity, improvement, or addition, which approval may be granted or withheld in the Declarant's or its designee's sole discretion. Declarant may, in its sole discretion, designate one or more Persons from time to time to act on its behalf in reviewing applications hereunder. In reviewing and acting upon any request for approval, Declarant or its designee shall be acting solely in Declarant's interest and shall owe no duty to any other Person.

Declarant's rights reserved under this Section 14.03 shall continue until the later of: (a) the date on which Declarant no longer owns any portion of the Project or (b) the date on which every Lot in the Project has been improved with a dwelling and a certificate of occupancy has been issued for each dwelling in the Project.

[Signature follows]

IN WITNESS WHEREOF, Declarant has executed this Amendment as of the date first written above.

NEW START II, LLC

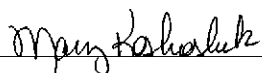
By: 
R. Stephen Pace, Manger

State of North Carolina

County of Mecklenburg

I, Mary Koshoshek a Notary Public for Mecklenburg County, North Carolina, do hereby certify that R. Stephen Pace personally came before me this day and acknowledged that he is Manager of New Start II, LLC, a North Carolina limited liability company, and that he, as Manager, being authorized to do so, executed the foregoing on behalf of the limited liability company.

Witness my hand and official seal, this the 3rd day of February, 2016


(Signature of Notary)

My commission expires: May 03, 2020

