

Prepared by and return to:
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**FIRST AMENDMENT TO AMENDED AND RESTATED PROTECTIVE COVENANTS AND
OTHER COMMUNITY RESTRICTIONS AND OBLIGATIONS OF
LAKEFRONT FARMS PROPERTY OWNERS ASSOCIATION, INC.**

This First Amendment to Amended and Restated Declaration of Protective Covenants and Other Community Restrictions and Obligations of Lakefront Farms Property Owners Association, Inc. (this "First Amendment"), is made this ____ day of _____, 2022, by **Island Creek Lakefront Farms Property Owners Association, Inc.**, a North Carolina non-profit corporation, hereinafter referred to as the "Association". The Association states and declares as follows:

A. Island Creek Lakefront Farms, Inc., a North Carolina corporation, previously made a Protective Covenants and Other Community Restrictions and Obligations of Lakefront Farms Property Owners Association, Inc., dated June 7, 1993 and recorded June 8, 1993 at Book 630 Page 306, Granville County Registry, as amended by that Amended and Restated Protective Covenants and Other Community Restrictions and Obligations of Lakefront Farms Property Owners Association, Inc., dated October 4, 2016 and recorded November 14, 2016 at Book 1619 Page 152, Granville County Registry (as amended and restated, the "Declaration").

B. The Declaration served to create a planned community of nineteen (19) single-family residential Lots known as "Lakefront Farms", as more particularly shown as Lot 1 through Lot 19, inclusive, on the plat recorded in Plat Book 13, Page 25, Granville County Registry, to which plat reference is hereby made for a more particular description of same, said land being identified herein as the "Property".

C. Lot 18 and Lot 19 were further subdivided into Lots 18 through 29, inclusive, as shown on that plat recorded at Plat Book 33 Page 175, Granville County Register of Deeds.

D. Section 12 of the Declaration provides, in pertinent part, "These Covenants shall remain in full force and effect unless amended by Sixty-Seven Percent (67%) majority vote (with each parcel owner or owners entitled to one vote per parcel) ".

E. Greater than sixty-seven percent (67%) of the owners have provided their written approval to the Association of this First Amendment.

F. The Association now desires to amend and restate the Declaration.

THEREFORE, the Association hereby amends the Declaration as follows:

1. Section 1 of the Declaration is deleted in its entirety and replaced with the following:

1. **Dwelling Use and Size**

Only one single-family home shall be permitted on each parcel. Such home shall contain at least 2,100 square feet of heated living area (exclusive of garages, porches and unfinished areas), and shall be in reasonable harmony with other homes in Lakefront Farms. However, notwithstanding the foregoing, the home constructed on Lot 23 shall contain at least 1,640 square feet of heated living area (exclusive of garages, porches and unfinished areas). With the construction of the main home, one separate guest home or servant's quarters plus a detached garage and storage building shall be permitted on each parcel provided such structure is used exclusively to service the main home and is compatible with it. During construction the property owner may have temporary housing for up to 12 months. For any unforeseeable conditions, they could request an extension from the Association on a month to month basis. Depending on the size and layout of each lot, requests for additional storage buildings must be submitted and approved by the Board of Directors. The Board of Directors may present advanced plans to neighboring lots for comments and discussion of any negative issues before making their decision.

2. Except as amended herein, all terms and provisions of the Declaration remain unmodified. As amended herein, the Declaration remains in full force and effect.

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