

Prepared By and
after Recording Return
To: Michelle F. Tanzer, Esquire
GrayRobinson, P.A.
225 NE Mizner Boulevard, Suite 500
Boca Raton, FL 33432

Tax Parcel Numbers:
1-33 16.00 73.00, 73.08, 328.00-1504.00

FORTY-FIRST AMENDMENT TO FOURTH AMENDED AND RESTATED
DECLARATION OF COVENANTS
CONDITIONS, RESTRICTIONS
AND RESERVATION OF EASEMENTS

FOR

PLANTATION LAKES

MASTER PLANNED COMMUNITY

**FORTY-FIRST AMENDMENT TO FOURTH AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
RESERVATION OF EASEMENTS**

PLANTATION LAKES

This Forty-First Amendment to Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements (this "Forty-First Amendment") is made as of this 10th day of July, 2019, by LENCRAFT, LLC, a Maryland limited liability company ("Developer").

****WITNESSETH****

WHEREAS, Developer recorded that certain Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Plantation Lakes with the Recorder of Deeds of Sussex County, Delaware, on August 24, 2016 in Volume 04585, Page 73, as amended by that certain First Amendment to Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements For Plantation Lakes dated as of October 4, 2016, recorded in Volume 04603, Page 32 as further amended, (the "Declaration") in connection with the residential community located in the Town of Millsboro, Delaware known as Plantation Lakes;

WHEREAS, Developer has the authority during the Development Period to amend the Declaration without the consent of any other person; and

WHEREAS, Developer desires to amend Article IV, Section 4.09 of the Declaration which states the current amount of the Initial Capital Contribution.

NOW, THEREFORE, Developer declares that the Declaration is hereby amended by this Forty-First Amendment as set forth below.

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated into and form a part of this Forty-First Amendment.

2. **Capitalized Terms.** Any capitalized term used in this Forty-First Amendment that is not defined herein shall have the meaning given to it in the Declaration, except that the capitalized term "Declaration" is hereby amended as follows:

1.22 "Declaration"

Shall mean and refer to the Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Plantation Lakes, along with the First Amendment to the Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Plantation Lakes, and the Second Amendment to the Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Plantation Lakes, and the Third Amendment to the Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of

Easements for Plantation Lakes, and the Fourth Amendment to the Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Plantation Lakes, and the Fifth Amendment to the Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Plantation Lakes, and the Sixth Amendment to the Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Plantation Lakes, and the Seventh Amendment to the Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Plantation Lakes, and the Eighth Amendment to the Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Plantation Lakes, and the Ninth Amendment to the Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Plantation Lakes, and the Tenth Amendment to the Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Plantation Lakes and the Eleventh Amendment to the Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Plantation Lakes and the Twelfth Amendment to the Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Plantation Lakes and the Thirteenth Amendment to the Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Plantation Lakes and the Fourteenth Amendment to the Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Plantation Lakes and the Fifteenth Amendment to the Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Plantation Lakes (*For clarity, the Sixteenth Amendment to the Declaration was intentionally omitted*) and the Seventeenth Amendment to the Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Plantation Lakes and the Eighteenth Amendment to the Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Plantation Lakes and the Nineteenth Amendment to the Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Plantation Lakes, and the Twentieth Amendment to the Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Plantation Lakes, and the Twenty-First Amendment to the Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Plantation Lakes, and the Twenty-Second Amendment to the Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Plantation Lakes, and the Twenty-Third Amendment to the Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Plantation Lakes, and the Twenty-Fourth Amendment to the Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Plantation Lakes, and the Twenty-Fifth Amendment to the Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Plantation Lakes, and the Twenty-Sixth Amendment to the Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Plantation Lakes, and the Twenty-Seventh Amendment to the Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Plantation Lakes, and the Twenty-Eighth Amendment to the Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Plantation Lakes, and the Twenty-Ninth

Amendment to the Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Plantation Lakes, and the Thirtieth Amendment to the Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Plantation Lakes, and the Thirty-First Amendment to the Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Plantation Lakes, and the Thirty-Second Amendment to the Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Plantation Lakes, and the Thirty-Third Amendment to the Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Plantation Lakes, and the Thirty-Fourth Amendment to the Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Plantation Lakes, and the Thirty-Fifth Amendment to the Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Plantation Lakes, and the Thirty-Sixth Amendment to the Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Plantation Lakes, and the Thirty-Seventh Amendment to the Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Plantation Lakes, and the Thirty-Eighth Amendment to the Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Plantation Lakes, and the Thirty-Ninth Amendment to the Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Plantation Lakes, and the Fortieth Amendment to the Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Plantation Lakes and this Forty-First Amendment to the Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Plantation Lakes, as it may from time to time be further amended, supplemented, modified and/or restated in the manner provided herein.

3. **Article IV, Section 4.09.** Article IV, Section 4.09 of the Declaration is hereby amended as follow with deleted text ~~stricken~~ and new text underlined as follows:

4. **"Section 4.09 Initial Capital Contribution & Resale Fee.**

For both the initial sale (the "Initial Capital Contribution") and all resales (the "Resale Fee") of the Lot, the Board of Directors shall collect, as applicable, an Initial Capital Contribution and/or a Resale Fee from the new Owner (i.e., the purchaser) of a Lot (other than Developer, U.S. Home Corporation and any member of the Lennar Family of Builders, LLC and/or their respective subsidiaries and affiliates and any Participating Builder), and the new Owner shall be obligated to pay such contribution to the Association at the time of closing on the Lot. Such Initial Capital Contribution shall be ~~initially~~ in the amount of Five Three Thousand Dollars (3,000.00) (\$500.00) from and after July 1, 2019, unless further increased or decreased in accordance with this Declaration. The amount of the Resale Fee shall be in the amount of Three Thousand Dollars (\$3,000.00) from and after July 1, 2019, be established by the Board of Directors and may be increased or decreased at the sole discretion of the Board of Directors or by Developer in accordance with this Declaration.

The Initial Capital Contributions and the Resale Fees may be used by Developer or the Association for any reason whatsoever including, without limitation reimbursing Developer for

Developer's costs in setting up the Association and Developer's costs of deficit funding. Neither the Initial Capital Contribution nor the Resale Fee is to be considered as an advance payment of Assessments. During the Development Period, Developer (and after the Development Period, the Board of Directors) shall have the right, authority, and power to unilaterally increase or decrease the amount of the Initial Capital Contribution or the Resale Fee. The Initial Capital Contribution and Resale Fee are Assessments, are in addition to any other Assessments provided under this Article and shall constitute a lien to the extent permitted by law on the applicable Lot until paid."

5. Conflicts and Covenant Running with the Land. In the event that there is a conflict between this Forty-First Amendment and the Declaration, this Forty-First Amendment shall control. Whenever possible, this Forty-First Amendment and the Declaration shall be construed as a single document. The Declaration, as amended by this Forty-First Amendment, shall remain in full force and effect and is, and shall remain, a covenant running with the land that shall be binding upon the Owners and the Owners' heirs, legal representatives, successors and assigns and all future owners of the Lots.

[Signatures on following pages.]

IN WITNESS WHEREOF, the undersigned, being Developer herein, has executed this instrument on the 10th day of July, 2019.

LENCRAFT, LLC
a Maryland limited liability company
By: U. S. Home Corporation, Sole Member

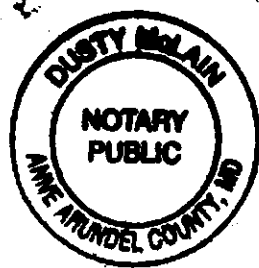
By: [Signature]
Name: Matthew S. Wineman
Title: Vice President

STATE OF MARYLAND

CITY/COUNTY OF Anne Arundel ss:

I HEREBY CERTIFY that on this 10th day of July, 2019, before me the subscriber, personally appeared Matthew S. Wineman of U.S. HOME CORPORATION, known to me or satisfactorily proven to be Vice President of U.S. HOME CORPORATION, and acknowledged that he executed the same for the purpose herein contained, and in my presence signed as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



[Signature]
NOTARY PUBLIC

My Commission Expires: 3/20/2022