

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR DECATUR FARM HOMEOWNERS ASSOCIATION, INC.

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR DECATUR FARM HOMEOWNERS ASSOCIATION, INC. ("Amendment") is made on this 13th day of APRIL, 2006, by CENTEX HOMES, a Nevada general partnership (the "Declarant").

RECITALS:

A. Declarant recorded a certain Declaration of Covenants, Conditions, Easements and Restrictions for Decatur Farm Homeowners Association, Inc. among the Land Records of Worcester County, Maryland (the "Land Records") in Book 4317 at page 477 et seq. (hereinafter referred to as the "Declaration").

B. Declarant recorded an Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Decatur Farm Homeowners Association, Inc. among the Land Records in Book 4604 at page 383 et seq. (hereinafter referred to as the "Amendment") which shall be superceded by this Second Amendment.

C. Section 16.8 of the Declaration provides, in pertinent part, that the Declaration may be amended by an instrument signed by not less than sixty-seven percent (67%) of the total votes of the Members.

D. Declarant holds greater than sixty-seven percent (67%) of the total votes of the Members and desires to amend the Declaration as provided herein.

NOW, THEREFORE, in consideration of the foregoing recitals, each of which are incorporated in and made a substantive part of this Second Amendment, the Declaration is hereby amended as follows:

- 1. The following is hereby added to Section 5.3:

Each grantee of a Lot not located within a Subassociation who is conveyed such Lot subsequent to the initial non-Declarant Grantee of such Lot shall pay at settlement a one-time assessment to the Association of Three Hundred Dollars (\$300.00) to fund the Association's working capital fund for the initial and ongoing operation of the Association. Each grantee of a Lot located within a Subassociation who is conveyed such Lot subsequent to the initial non-Declarant Grantee of such Lot shall pay at settlement to such Subassociation a one-time assessment equal to three (3) times the monthly assessment for such Subassociation which may be used for such purposes related to the initial and

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Dagsboro DE 19939

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ongoing operation of the Subassociation as the Subassociation Board may determine.

2. The Amendment is hereby superceded by this Second Amendment and the Amendment shall no longer remain in full force and effect. In the event of any conflict between this Second Amendment and the Declaration, the terms and provisions of this Second Amendment shall control. In the event of any conflict between this Second Amendment and the Amendment, the terms and provisions of this Second Amendment shall control. Except as otherwise provided in this Second Amendment, the remaining terms and provisions of the Declaration shall not be affected and shall remain in full force and effect.

3. In the event any term or provision of this Second Amendment is invalid or unenforceable for any reason the remaining terms and provisions hereof shall remain in full force and effect.

4. Capitalized terms used herein shall be defined as set forth in the Declaration, unless otherwise provided herein.

5. This Second Amendment shall be construed and enforced in accordance with the laws of the State of Maryland, and shall become effective upon recordation among the Land Records.

IN WITNESS WHEREOF, the undersigned, being the DECLARANT herein, has executed this instrument this 13th day of APRIL, 2006.

ATTEST:

DECLARANT:

CENTEX HOMES,
a Nevada general partnership

By: CENTEX REAL ESTATE
CORPORATION,
a Nevada corporation,
its managing general partner

Laura M. Charlton

By: 

Karen J. Silver, Division Manager

STATE OF MARYLAND
COUNTY OF WORCESTER

*
* to wit:
*

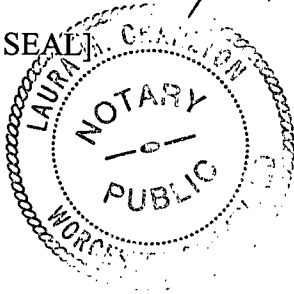
I HEREBY CERTIFY that on this 13th day of APRIL, 2006, before me, a Notary Public in and for the State and County aforesaid, personally appeared Karen J. Silver, known to me (or satisfactorily proven) to be the Division Manager of Centex Real Estate Corporation, a Nevada Corporation, managing general partner of Centex Homes, a Nevada general partnership, and that such person, being authorized to do so, executed the foregoing and annexed instrument on behalf of such corporation for the purposes therein contained.

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

Laura M Charlton
Notary Public

My Commission Expires: 7/16/06


[NOTARIAL SEAL]



* * *

ATTORNEY'S CERTIFICATION

I HEREBY CERTIFY that the foregoing document was prepared by or under the supervision of the undersigned, an attorney duly licensed to practice before the Court of Appeals of Maryland.



Marc DeCandia

L&B 529149v4/08936.0060

IMP FID SURVE \$	20.00
RECORDING FEE	20.00
	40.00
TOTAL	
REST AMOUNT	RCPT \$ 35872
SVH 3470	BLK \$ 1412
APR 19 2006	09:00 am

APR 19 2006
The foregoing instrument
filed for record and is accordingly recorded
among the land records of Worcester County,
Maryland.



Clerk