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MICHAEL B. BATTAGLIA
RECORDER OF DEEDS
NEW CASTLE CO. DE

Tax Parcel No.: 23-029.00-001

Prepared by Whittington and Aulgur
and return to: Suite 104, Three Mill Road
Wilmington, DE 19806**AMENDMENT TO
DECLARATION OF RESTRICTIONS**

THIS AMENDMENT dated this ^{25th} day of November, 1998, to the Declaration of Restrictions by **FROG HOLLOW L.L.C. (DECLARANT)**, a Delaware limited liability company, dated November 3, 1997, and recorded in the Office of the Recorder of Deeds in and for New Castle County, Delaware, on November 4, 1997, in Deed Record 2353, and amended June 26, 1998, Page 1 (the "Declaration of Restrictions") and the Architectural Review Standards attached to the Declaration of Restrictions as Exhibit A (the "ARC Guidelines").

WHEREAS, DECLARANT is seized of all that certain tract or parcel of land (the "Property") situate in Middletown, St. Georges Hundred, New Castle County, State of Delaware, as shown in Deed Record 2187, Page 132, and Deed Record 2293, Page 14, and as shown on the Record Major Subdivision Land Development Plan of The Legends, prepared by Melham Associates, Professional Engineers, dated February 7, 1997, revised through June 16, 1997, and recorded in the Office of the Recorder of Deeds in and for New Castle County, Delaware, in Microfilm No. 13253; and further recorded a Resubdivision Plan of The Legends, prepared by Karins and Associates, Professional Engineers, dated June 25, 1998 and recorded September 1, 1998, in the Office of the Recorder of Deeds in and for New Castle County, Delaware, in Microfilm No. 13647.

WHEREAS, DECLARANT desires to revise the Declaration of Restrictions and the ARC Guidelines as set forth below.

NOW, THEREFORE, THIS AMENDMENT WITNESSETH, That for and in consideration of the premises, **DECLARANT**, for itself and on behalf of its heirs, successors and assigns, does hereby convey, covenant and declare that henceforth it stands seized of the hereinbefore mentioned and described Property under and subject to the following limitations, reservations, restrictions and conditions, which shall be covenants running with and binding upon the land:


Add a new Paragraph 3 of Article II of the Declaration of Restrictions, renumbering the balance of the paragraphs as appropriate, as follows:

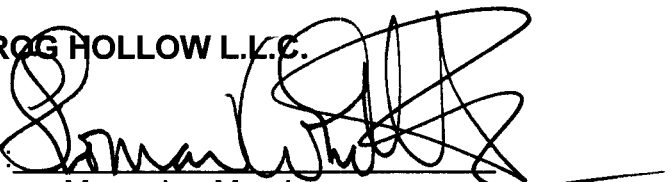
3. Each property owner acknowledges that the golf course and its facilities are governed by certain restrictions and may not be used without written permission by KL Golf, Frog Hollow or their assigns:

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1. The golf course is private property and intended for the sole use of golf course patrons and is not to be used by anyone, including the general public and adjoining residents, for any purpose. Trespassing is strictly prohibited. Prohibited uses include, but are not limited to, (1) using cart paths for jogging, bicycling or walking; (2) using the golf course as a "short cut" to get from one residence to another, or one point to another; and (3) swimming, fishing, ice skating, boating or any other use of a pond or water feature.
2. Privately owned golf carts are not permitted on the course at any time.
3. Golf course rough areas, which border or are immediately adjacent to residential property lines, are considered golf transition zones. These areas may be in the form of manmade wetlands, swales, bogs and contoured mounds which may contain mature native grasses that grow 1' – 2' in height. These grasses promote a natural environment conducive to wildlife habitat and improved water quality.
4. The entire golf course property consisting of the course, the practice areas, the driving range and the parking lots are specifically for the use of golfers. Any person desiring to use the facility will need written permission from KL Golf.
5. The golf course lands, which borders many residential lots, will be irrigated with treated water from the spray irrigation facility at the southwest corner of the Legends Community.
6. The foregoing restrictions are in effect at all times without regard to the time of the year or weather conditions.
7. These rules and regulations are subject to revision, amendment or change at any time without notice.

IN WITNESS WHEREOF, the said **FROG HOLLOW L.L.C.**, hath caused its name to be hereunto set, the day and year first above written.


 Witness

FROG HOLLOW L.L.C.
 BY: 
 Managing Member

