

Tax Parcel No.: 23-029.00-001 and 23-001.00-003

Prepared by: Whittington and Aulgur
Return to: Suite 104, Three Mill Road
Wilmington, DE 19806

DECLARATION OF RESTRICTIONS

THIS DECLARATION, made this 3rd day of November, 1997, by **FROG HOLLOW L.L.C. (DECLARANT)**, a Delaware limited liability company.

WITNESSETH:

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.

WHEREAS, DECLARANT desires to impose the following limitations, reservations, restrictions and conditions on portions of the property.

NOW, THEREFORE, THIS DECLARATION 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:

ARTICLE I - DEFINITIONS

1. The following words and terms when used in this Declaration shall have the following meanings:

(a) "**Declaration**" shall mean and refer to this Declaration of Restrictions for the Property.

(b) "**DECLARANT**" shall mean and refer to **FROG HOLLOW L.L.C.**, a Delaware limited liability company.

(c) "**Successor DECLARANT**" shall mean each person or entity to which **DECLARANT** shall have specifically, by writing, assigned or conveyed any or all of **DECLARANT'S** rights, interests or obligations as **DECLARANT** hereunder.

(d) "**Plan of Development**" shall mean and refer to the Record Major Subdivision Land Development Plan of The Legends, as same appears of record as

hereinabove recited, and any and all amendments, additions, revisions or deletions to or from said plan.

(e) **“The Legends Subdivision”** shall mean and refer to the residential community to be constructed on the property pursuant to the Plan of Development.

(f) **“Lot”** shall mean and refer to all residential lots in The Legends Subdivision, except that lands containing the pump station lots, lands defined herein as open space, the wastewater treatment facility and lands defined herein as Lands to be Retained by Owner, or its successors or assigns, shall be exempt from these provisions.

(g) **“Open Space”** shall mean and refer to the certain parcels, being portions of the Property, and being the open space shown on the Plan of Development.

(h) **“Lot Owner”** shall mean and refer to the legal title holder of record of a Lot in The Legends Subdivision, including **FROG HOLLOW L.L.C.** If a lot is owned by joint tenants, co-tenants, or tenants by the entireties, the joint tenants, co-tenants, or tenants by the entireties shall collectively comprise a single Owner.

(i) **“Architectural Review Committee”** whose initial members shall be Thomas D. Whittington, Jr., Howard L. Fortunato and Richard F. Whittington so long as any lot is owned by **DECLARANT**. The initial members shall serve until they resign or the **DECLARANT** has sold all lots within The Legends Subdivision. Thereafter, there shall be three (3) successor members will be elected to serve for staggering three (3) year terms by all lot owners within The Legends with each lot having one vote. The Architectural Review Committee (**“ARC”**) is hereby vested with the power to adopt and amend from time to time design standards and procedures and building processes to control all buildings, structures or improvements to be placed upon any lot or other land area within The Legends, and shall review and approve or disapprove site improvements, building plans, landscaping and landscape accessories and play structures and play equipment as set forth herein, to enforce the Standards as more specifically contained within The Legends Architectural Review Standards (Standards). If any discrepancy is found to exist between the Standards and this Declaration, this Declaration shall take precedence.

(j) **“Architectural Review Standards”** as set forth in Exhibit A to this Declaration of Restrictions are incorporated by reference and shall have the same force and effect as this Declaration of Restrictions subject to the requirement that they may be modified by the ARC referred to above and the further requirement that if any discrepancy is found to exist between the Architectural Review Standards and this Declaration of Restrictions, this Declaration shall take precedence.

(k) **“Lands to be Retained by Owner”** shall collectively refer to the golf course parcel, driving range, apartment lands and clubhouse parcel.

(l) “**Structure**” shall be taken in its broadest possible meaning to include any arrangement of parts, elements or something built or constructed.

ARTICLE II - LANDS TO BE RETAINED BY OWNER

1. The Plan of Development indicates that the Lots are adjacent to property designated herein as Lands to be Retained By Owner. These lands are also owned by **DECLARANT**. **DECLARANT** intends to develop these lands as a golf course and country club, which may be either public or private. Development as a golf course may include large or small areas on or near the Lots which are left in their natural state or which are left in a low maintenance condition. In the event these lands are not developed as a golf course, they may be maintained as open space, agricultural areas or any other permitted use. These lands may also be used for environmental management measures such as, but not limited to, water or wastewater recharge, wastewater spray and treatment areas.

2. By accepting title to any Lot, Lot Owners acknowledge the status of said lands and specifically agrees that **DECLARANT** may develop and maintain said lands as **DECLARANT** sees fit, so long as it complies with all applicable laws. Lot Owners further acknowledge that the development and maintenance of Lands to be Retained By Owner is separate and independent from the Lots and expressly releases and indemnifies **DECLARANT**, its heirs, successors and assigns from any claim or liability arising in any way from the use, ownership, development or maintenance of Lands to be Retained By Owner.

ARTICLE III - RESTRICTIONS

1. **Use and Structures.** (a) No more than one single family dwelling shall be erected or maintained on any Lot. No accessory structures, such as, but not limited to, sheds or storage buildings, shall be permitted on any Lot. Detached garages and recreational use structures may be permitted, subject to prior approval of the ARC.

(b) Each Lot shall be used for residential, single family purposes only, and shall not be further subdivided into two or more lots, except that **DECLARANT** may subdivide Lots into twin home lots as allowed by Middletown Zoning Code, provided the total number of residences in The Legends does not exceed 788.

(c) The lots, except as hereinafter provided, shall be used for private residential purposes only, and no buildings of any kind shall be erected or maintained thereon except private dwellings and such outbuildings as are customarily appurtenant to residences and being designated for occupancy by a single family.

(d) All buildings erected on any lot shall be set back from a contiguous right-of-way or adjacent parcel to conform with the applicable zoning regulations of Middletown and the Plan of Development as approved.

(e) An area on the rear of Lots 1-3, 5-8, 10, 12-43, 45-47, 49-55, 57-59, 62-64, 67-87, 91-92, 94-99, 101-119, 124-128, 137-138, 140-149, 154-160, 172-193, 196-225, 254-267, 272-290, 292-297, 299-301, 303-316, 318-325, 329, 331-337, 339, 341-362, 376-399, 412-418, 422-440, 467-469 shall be designated as a golf course/open space buffer. This buffer shall be defined as that area on the Lot within twenty (20) feet of the back or side lot line (generally to be at the rear of the Lot, but adjoining Lands to Be Retained By Owner). No fences, buildings or structures of any kind shall be placed within this area. Landscaping may be done within this area only if it strictly follows the Standards of the ARC. No landscaping other than that which is included in the Plan of Development is permitted without the prior approval of the ARC. Lot Owners specifically grant to **DECLARANT** the right, but not the obligation, to come onto this portion of the Lots and do such grading, landscaping, maintenance or other activities which, in the sole opinion of **DECLARANT**, is necessary or desirable to develop or maintain the Lands to be Retained By Owner.

(f) No trade or business nor any building designed or intended for such purpose or for industrial or manufacturing purposes, or for any dangerous or offensive trade or business whatsoever, shall be erected, permitted, maintained or operated on any of the land included in said tract; neither shall any nuisance, dangerous or offensive thing, condition, trade or business whatsoever be permitted or maintained upon any of the said lands, nor any live poultry, pigeons, hogs, cattle, or other livestock be kept thereon. The placement on any residential lot of travel trailers, mobile homes, motor homes, boats, vans and trucks shall be deemed a nuisance hereunder, except for temporary placement of the same for the purpose of loading, unloading or servicing.

(g) Easements and rights of way are expressly reserved in and over the land indicated as reservations on said recorded plot. Such easements and rights of way shall be used for the following purpose: For the erection, construction and maintenance of wires and conduits, and the necessary or proper attachments in connection therewith for the transmission of electricity, television, telecommunications, telephone and other purposes. For the construction and maintenance of storm water drains, land drains, spray irrigation facilities, pipe lines for supplying gas, water and heat, and for any other public or quasi-public utility or function, conducted, maintained, furnished or performed by or in any method above or beneath the surface of the ground, including but not limited to, cable television, and the said **DECLARANT**, its successors or assigns, shall have the right to enter upon said reserved strips of land for any purposes for which said easements and rights of way are reserved, including the right to trim and keep trimmed in a workmanlike manner all trees and growing things, within said easements and rights of way so as to provide proper clearance for the safety of operation and maintenance of the aforesaid facilities.

(h) No basement, tent, shack, garage, barn or other outbuilding erected on the above described premises shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(i) Abutting property owners are to be solely responsible for grading, seeding, care and maintenance of grounds between the curb and property line and also for the maintenance and care of the sidewalk, curb and trees.

(j) Invalidation of any of these covenants, or any part thereof, by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

2. **Architectural Review Committee and Restrictions.** (a) No building or structure or additions shall hereafter be erected, altered, or placed on any Lot nor may any building permit or approval be applied for unless the plans have first been submitted to and approved in writing by the ARC and until a copy of all such plans and specifications, finally approved as aforesaid, shall be lodged permanently with the ARC, provided that nothing herein contained shall require the aforesaid approval as to matters of interior decoration. Prior to the construction or alteration of a building or structure or addition, the Lot Owner shall submit three (3) sets of plans showing floorplans and all four (4) elevations together with a description of the exterior materials and their color. Owner must also submit a site plan showing the location of buildings or structures or additions on said Lot. The finished living area of any dwelling, exclusive of porches, attics, unfinished basements and garages, shall not be less than one thousand eight hundred fifty (1,850) square feet for ranch style homes, two thousand three hundred (2,300) square feet for two-story homes, one thousand five hundred (1,500) square feet for townhomes and one thousand (1,000) square feet for condominiums or apartments. Each home must have at least a one-car garage which shall be attached to the home, condominiums and apartments excluded. The ARC shall approve or disapprove said plans within thirty (30) days of receipt of completed application. Each home must be built according to the approved plans, and any changes will require resubmission and reapproval in the manner set forth above before any construction may begin.

(b) Each Owner who intends to construct any dwelling or structure on his Lot shall prepare a grading plan therefore in conformance with all applicable soil and erosion control laws, ordinances, and standards. Said plan shall be filed with the ARC prior to the beginning of construction for approval. Owner shall be solely responsible for the implementation of said plan.

(c) The ARC shall have the right to refuse to approve any such plans or specifications, or any parts thereof which are not or may not be suitable or desirable in the **DECLARANT'S** sole opinion for aesthetic or other reasons, or which are contrary to the interest or welfare of any other lot or home owner. In reviewing said plans and specifications the Committee may take into consideration 1) the suitability of the proposed building or other structure and the materials of which it is to be built, 2) the site, 3) the harmony thereof with the surroundings and 4) the effect of the buildings or other structures as planned on the outlook from the adjacent or neighboring properties. The ARC reserves the right to adjust the side, rear and front setbacks of the structures or other improvements planned for the lot. The ARC shall also reserve the right to establish the orientation of the residence on all lots.

(d) No clearing, grading or construction upon the lot is to begin until the ARC issues written approval of all plans which are required to be submitted to the Committee by this Declaration. The exterior colors shall be within the group of colors known as earth tones as pre-approved by the ARC. Any other colors must be approved by the ARC.

(e) The exterior of any dwelling being constructed on any Lot shall be completed within twelve (12) months from the time of the first excavation or grading.

(f) No outside TV or CB aerials or antennas or satellite dishes, and no overhead electrical, telephone or optical lines, wires, or apparatus of any kind shall be erected or maintained upon any Lot or structures thereon except with the written consent of the ARC. In order to obtain approval, the antenna or satellite dish must be completely screened from view.

(g) No structural artifact or planting that acts as a barrier exceeding five (5) feet in height, shall be erected, planted, placed or maintained on any Lot, except with the written approval of the ARC.

(h) No use of any Lot which creates a nuisance or which is dangerous or offensive to the neighborhood is permitted, nor may persons whose intent in visiting the property is in any manner related visit the property. No structure upon a Lot shall be used for manufacturing, business, trade, sales activities or any use other than residential use, except customary home occupations as may be permitted under the Middletown Zoning Code. In no event shall any sign or evidence of the existence of such a business be visible on the exterior of any structure, nor may persons whose intent in visiting the property is in any manner business related visit the residence. The ARC shall determine whether a use is violative of the above provisions, and the decision of the ARC shall be binding upon the Lot Owners. No permanent affixed sports equipment shall be placed on the structure or in the front yard of any property.

(i) By purchasing a home in The Legends, each Lot Owner acknowledges that the Lot is located in close proximity to the golf course on Lands to Be Retained By Owner, and that the Lot Owner has assessed the location of the Lot in relation to the layout and operation of the golf course. Each Lot Owner further acknowledges that owning property adjacent to or in close proximity to a golf course, and the Lot owned in particular, involves certain risks which may have an effect on Lot Owners enjoyment of the Lot. Each Lot Owner acknowledges that such risks may include (as examples and not as a limitation on the generality of such risks) golf balls being hit into Owners' Lot, with the potential of causing bodily injury or physical damage to property, and golfers coming onto Lot Owner's Lot to look for errant golf balls. Lot Owner hereby expressly assumes such risk and agrees that neither **DECLARANT**, nor any entity owning or managing the golf course, or other Club Facilities, shall be liable to Lot Owner or anyone else claiming any loss or damage, including, without limitation, indirect, special or consequential loss or damage, arising from personal injury, destruction of property, trespass or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of Lot Owner's Lot

to the golf course, including, without limitation, any claim arising in whole or in part from the negligence of **DECLARANT** or any entity owning or managing the golf course or other club facilities. Lot Owner hereby agrees to indemnify and hold harmless **DECLARANT**, its successor or assigns, or any entity owning or managing the golf course or other club facilities, against any and all claims by Lot Owner's guests, invitees or licensees with respect to the above. Nothing in this paragraph shall restrict or limit any power of **DECLARANT**, its successor or assigns, or any entity owning or managing the golf course or clubhouse facilities to change the design of the golf course or other Club Facilities and such changes, if any, shall not nullify, restrict or impair Lot Owner's covenants and duties contained herein.

(j) **DECLARANT**, its successors or assigns or other parties or entities may from time to time provide clubhouse facilities adjacent to The Legends (including without limitation a golf course, clubhouse, tennis courts, and a swimming pool) which are separate from any and all common areas within The Legends. The clubhouse facilities shall be developed and provided at the sole discretion of the **DECLARANT** or other parties or entities. Whoever owns any of these clubhouse facilities at any particular time has the exclusive right to determine from time to time, in its sole discretion and without notice or approval of any change, how and by whom the clubhouse facilities shall be used, if at all. By way of example, but not limitation, such entities have the right to approve users and determine eligibility for use, to reserve use rights for future purchasers of the lots in The Legends or not reserve such rights, to terminate any or all use rights, to change, eliminate or cease operation of any or all of the clubhouse facilities, to transfer any or all of the clubhouse facilities. Ownership of any or all of the lots in The Legends does not give any vested right or easement, prescriptive or otherwise, to use the clubhouse facilities, and does not grant any ownership or membership interest in the clubhouse facilities.

(k) The covenants and agreements of each lot owner as set forth hereinabove shall inure to the benefit of all lot owners and shall be enforceable in law or equity by any lot owner and by the ARC in accordance with this Declaration of Restrictions.

3. **Fences.** Subject to the provisions of Section 1 of this Article relating to the golf course/open space buffer area, fences and walls will be reviewed on an individual basis, no existing fence location will be considered a precedent. Fences may be permitted subject to the following:

(a) No fence shall be erected on any Lot closer to the front street line than the rear face of the principal building (excluding the garage) on said Lot except that fences which are dividing lines between two Lots may not extend past the front corner of the house. No fence except a privacy fence as defined below shall be of a height of more than four (4) feet and all such fences shall be post and rail, constructed of wood, with no more than three (3) horizontal rails. In any event, no fence shall be constructed or maintained upon the Lots unless first approved by the ARC.

(b) Privacy fences are defined as those types of fences which enclose only a small portion of the rear yard of a Lot close to the building itself (such as might enclose a rear patio). Such fences are permitted provided they do not exceed six (6) feet in height, are constructed of wood, and are approved by the ARC. Such fences may not enclose an area in excess of four hundred (400) square feet nor shall any section thereof exceed twenty (20) feet in length in single family lots and ten (10) feet in townhome lots. In any event, no privacy fence shall be constructed or maintained upon the Lots unless first approved by the ARC.

4. **Pools.** No above-ground pools are permitted. In-ground swimming pools may be constructed and maintained subject to the prior approval of the ARC. Any such pool must be enclosed. The height and width of said pool fence must comply with local, County and State laws.

5. **Signs.** (a) No advertising, signs or notices, except a small sign identifying the owner of a Lot or house number, shall be erected or displayed, except with the written consent of the ARC.

(b) **DECLARANT** reserves the right to construct and maintain signs advertising dwelling units for sale or rent in the area so long as the area shown on the plot shall be the subject of further development and sale or rental which sign shall not otherwise violate the law or regulations of the State of Delaware of the County of New Castle or the appropriate agencies thereof.

6. **Vehicle Parking.** Campers and boats may be parked within a driveway for not more than two (2) weeks during the year. No lot owner or resident of any dwelling may park a motor vehicle in the street right of way.

7. **Animals.** No fowl shall be raised or kept and no kennel for the breeding or boarding of dogs shall be erected, maintained or used upon any Lot, and no wolves, horses, ponies or livestock shall be housed or maintained on any Lot. Only dogs or cats or any commonly recognized domestic pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. All pets, when outside, must be on a leash unless within a fenced in area of the yard.

8. **Garbage and Rubbish.** Garbage and rubbish shall not be dumped or allowed to remain on any Lot owned by an individual buyer, except in a closed receptacle which shall be placed outside the dwelling only for collection on regular collection dates in accordance with the regulations of Middletown.

9. **Lot and Lawn Mowing.** (a) The Owner of each Lot shall be responsible for the maintenance of grass and weeds thereon and shall mow said Lot in accordance with the Middletown Code and Ordinances, and mow said Lot at least once each month between April 15th and November 15th of each year, whichever is more frequent. No noxious weeds, undergrowth or accumulated trash of any kind shall be permitted. The ARC reserves the right to have any lot or lots cut or cleaned. The lot owner shall reimburse the ARC for any costs incurred in cutting or cleaning the lot.

(b) **DECLARANT** reserves to itself, its Successors and Assigns, the right to enter peaceably any Lot whose Owner has not complied with this covenant, for the purpose of mowing same, at the expense of the Owner. Such expense shall constitute a lien against said Lot until paid.

10. **Reserve Easement for DECLARANT.** **DECLARANT** reserves for itself, its Successors and Assigns, the full, free liberty and right of all time hereafter to have and use a right-of-way ten (10) feet along the rear and side lines of each Lot for public and private utility purposes, including the rights to install and maintain same from time to time. **DECLARANT** reserves the right to assign any or all of the easements, rights and privileges reserved to any public authority or to any corporation having power to acquire the same.

11. **Wetlands/Floodplain.** No lot owner may alter, fill or disturb any existing wetlands, floodplains, or streamway without the prior approval of local, state and federal authorities.

12. **Waiver.** Nothing herein shall impose upon **DECLARANT**, its successors or assigns, any liability for property damage or personal injury occurring to any person, firm, or corporation by reason of the use of the streets, open space, or Lands to be Retained by Owner as shown and laid out on the Plan of Development or by reason of the use of easements, reserved herein. All persons, firms or corporations using such streets and easements shall do so at their own risk and without liability on the part of the **DECLARANT**, its successors or assigns.

13. **Changes to Plan of Development.** With respect to any Lot or Lots on the Plan of Development which have not theretofore been improved with a dwelling house(s), the **DECLARANT** reserves the right to itself, its successors and assigns, to make application at any time under the Middletown Zoning Code to resubdivide any such Lot or Lots, within any residential zoning classification, without the consent of any Lot Owners. Said "re-planned" Lots and any Open Space may contain more or less square footage than the Lots appearing on the originally approved Plan of Development.

14. **Enforcement.** (a) The restrictive covenants and architectural review standards contained herein shall be enforceable at law or in equity by **DECLARANT**, its successors, assigns or any party claiming under **DECLARANT**, including any Lot Owner; **DECLARANT** hereby expressly reserves the right to assign the power to enforce these restrictive covenants to any incorporated or unincorporated association of Lot Owners by appropriate instrument in writing, filed of record in the Office of the Recorder of Deeds aforesaid.

(b) Reasonable attorneys fees and costs shall be paid by the prevailing party in any dispute with respect to enforcement of these restrictions. The standard of reason with respect to attorney fees refers not to the amount of the fee but that the fee is related to the skill and effort of the legal work required. A property owner may be

required to pay an extremely large legal fee if that is a consequence of legally enforcing these restrictions.

(c) The **ARC** shall have the right to settle any claim to which it is a party against a lot owner, occupant or other person or legal entity for such amount and on such terms as the **ARC** believes to be in the best interests of the **ARC**.

15. **Severability, Invalidation.** The finding of illegality or unconstitutionality of any of these covenants or parts thereof by judgment or court order shall in no way affect any of the other of the remaining provisions which shall remain in full force and effect.

16. **Rights of Revisions to Restrictions.** **DECLARANT** hereby expressly reserves the right at any time to annul, waive, change, or modify any of the restrictions, conditions, covenants, agreements or provisions contained herein until the conveyance of the first individual Lot from **DECLARANT** to the ultimate consumer or third party. At the time of conveyance of the first individual Lot to the ultimate consumer or third party, this right of revision shall only be effective if it is agreed to by fifty-one (51%) of the record owners of the lots covered by these restrictions and covenants; said owner to receive one vote for each lot owned. Notwithstanding the foregoing, **DECLARANT** shall have the right to assign its powers herein reserved, including, but not limited to, the right to approve plans; consent to signs, etc.; determine which are front, side or rear lines; enter upon reserved strips; and any other right it may have as **DECLARANT** hereof, to any corporation or association consisting of owners of building lots as shown on the said plot, which assignment shall be entirely at the election of this **DECLARANT**.

17. **Fill.** No Lot Owner may fill any Lot or bring more than three (3) cubic yard of dirt, topsoil or other fill material onto any Lot for any reason until the ARC has reviewed and approved the preliminary application for the Residence. The site plan, along with any other documents required by the ARC, must clearly delineate the extent of filling. No fill of any nature shall be placed on any portion of any lot designated or found to be within the jurisdiction of the United States Corps of Engineers or the Delaware Department of Natural Resources and Environmental Control, Wetlands Section, without obtaining, in addition to the approval of the ARC, a permit from such agencies for said construction activity.

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.

FROG HOLLOW L.L.C.

Witness

BY: _____
Managing Member

STATE OF DELAWARE)

) SS.
NEW CASTLE COUNTY)

BE IT REMEMBERED that on this 3rd day of November, 1997, personally came before me, the Subscriber, a Notary Public for the State of Delaware, **THOMAS D. WHITTINGTON, JR.**, Managing Member of **FROG HOLLOW L.L.C.**, a Delaware limited liability company, party to this Declaration of Restrictions, known to me personally to be such and acknowledged this Declaration of Restrictions to be his act and deed and the act and deed of said limited liability company.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.

Notary Public

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REC-0010117

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

Tax Parcel No.: 23-029.00-001

Prepared by Whittington and Algur
and return to: Suite 104, Three Mill Road
Wilmington, DE 19806

**AMENDMENT TO
DECLARATION OF RESTRICTIONS**

THIS AMENDMENT dated this *26th* day of June, 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, 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

WHEREAS, DECLARANT is in the process of finalizing and recording a revised subdivision plan which revises the westerly layout of the Property; and

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.

1. Paragraph 1(e) of Article III of the Declaration of Restrictions is hereby deleted in its entirety and in lieu thereof the following Paragraph 1(e):

(e) An area on the rear of Lots 1-3, 5-7, 15-21, 26, 27, 29-43, 45-47, 49-51, 52-55, 57-59, 62-64, 67, 68, 70-72, 78-85, 95-99, 101-115, 117-119, 124, 125, 127, 128, 137, 138, 140, 141, 143, 144, 149-163, 165-168, 180, 181, 183, 184, 187-189, 196-237, 239-250, 252-271, 274-297, 305, 306, 314-325, 327-330, 344, 345, 355-357, 365-367 shall be designated as a golf course/open space buffer. This buffer shall be

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defined as that area on the Lot within twenty (20) feet of the back lot line, when and where back lot line is common with the golf course property. Furthermore, an area on the side of Lots 35, 68, 69, 78, 115, 116, 124, 239, 240, 257, 258, 269, 270, 275, 276, 315, 316, 327 and 328 shall be designated as a golf course/open space buffer. This buffer shall be defined as that area on the Lot within ten (10) feet of the side lot line, when and where side lot line is common with the golf course property. No fences, buildings or structures of any kind shall be placed within this area. Landscaping may be done within this area only if it strictly follows the Standards of the ARC. No landscaping other than that which is included in the Plan of Development is permitted without the prior approval of the ARC. Lot Owners specifically grant to **DECLARANT** the right, but not the obligation, to come onto this portion of the Lots and do such grading, landscaping, maintenance or other activities which, in the sole opinion of **DECLARANT**, is necessary or desirable to develop or maintain the Lands to be Retained By Owner.

2. Add a new Paragraph 1(f) of Article III of the Declaration of Restrictions, renumbering the balance of the paragraphs in Paragraph 1 as appropriate, as follows:

(f) An area on the rear of Lots 376-399, 412-418, 422-440 shall be designated as a golf course/open space buffer. This buffer shall be defined as that area on the Lot within twenty (20) feet of the back or side lot line (generally to be at the rear of the Lot, but adjoining Lands to Be Retained By Owner). No fences, buildings or structures of any kind shall be placed within this area. Landscaping may be done within this area only if it strictly follows the Standards of the ARC. No landscaping other than that which is included in the Plan of Development is permitted without the prior approval of the ARC. Lot Owners specifically grant to **DECLARANT** the right, but not the obligation, to come onto this portion of the Lots and do such grading, landscaping, maintenance or other activities which, in the sole opinion of **DECLARANT**, is necessary or desirable to develop or maintain the Lands to be Retained By Owner.

3. Paragraph A(11) of Article II of the Architectural Review Standards, Exhibit A to the Declaration of Restrictions, is hereby deleted in its entirety and in lieu thereof the following paragraph A(11):

(11) An area on the rear of Lots 1-3, 5-7, 15-21, 26, 27, 29-43, 45-47, 49-51, 52-55, 57-59, 62-64, 67, 68, 70-72, 78-85, 95-99, 101-115, 117-119, 124, 125, 127, 128, 137, 138, 140, 141, 143, 144, 149-163, 165-168, 180, 181, 183, 184, 187-189, 196-237, 239-250, 252-271, 274-297, 305, 306, 314-325, 327-330, 344, 345, 355-357, 365-367 shall be designated as a golf course/open space buffer. This buffer shall be defined as that area on the Lot within twenty (20) feet of the back lot line, when and where back lot line is common with the golf course property.

Furthermore, an area on the side of Lots 35, 68, 69, 78, 115, 116, 124, 239, 240, 257, 258, 269, 270, 275, 276, 315, 316, 327 and 328 shall be designated as a golf course/open space buffer. This buffer shall be defined as that area on the Lot within ten (10) feet of the side lot line, when and where side lot line is common with the golf course property. No fences, buildings or structures of any kind shall be placed within this area. Landscaping may be done within this area only if it strictly follows the Standards of the ARC. No landscaping other than that which is included in the Plan of Development is permitted without the prior approval of the ARC. Lot Owners specifically grant to **DECLARANT** the right, but not the obligation, to come onto this portion of the Lots and do such grading, landscaping, maintenance or other activities which, in the sole opinion of **DECLARANT**, is necessary or desirable to develop or maintain the Lands to be Retained By Owner.

2. Add a new Paragraph A(12) of Article II of the Architectural Review Standards, Exhibit A to the Declaration of Restrictions, renumbering the balance of the paragraphs in Paragraph A as appropriate, as follows:

(12) An area on the rear of Lots 376-399, 412-418, 422-440 shall be designated as a golf course/open space buffer. This buffer shall be defined as that area on the Lot within twenty (20) feet of the back or side lot line (generally to be at the rear of the Lot, but adjoining Lands to Be Retained By Owner). No fences, buildings or structures of any kind shall be placed within this area. Landscaping may be done within this area only if it strictly follows the Standards of the ARC. No landscaping other than that which is included in the Plan of Development is permitted without the prior approval of the ARC. Lot Owners specifically grant to **DECLARANT** the right, but not the obligation, to come onto this portion of the Lots and do such grading, landscaping, maintenance or other activities which, in the sole opinion of **DECLARANT**, is necessary or desirable to develop or maintain the Lands to be Retained By Owner.

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.

FROG HOLLOW L.L.C.

Deborah B. Cunningham BY: [Signature]
Witness Managing Member

98 NOV 30 A 11:39.0

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:

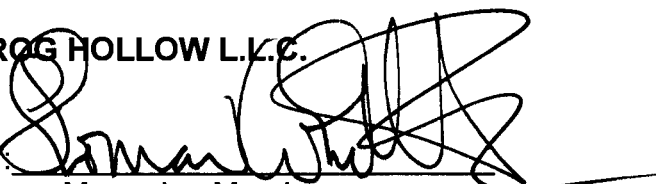
3. Each property owner acknowledges that the golf course and its facilities are governed by certain restrictions and may not be used without written permission by KL Golf, Frog Hollow or their assigns:

3/34249

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

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

Tax Parcel No.: 23-029.00-001
Prepared by and Return to:
Whittington and Aulgur
Suite 104, Three Mill Road
Wilmington, DE 19806

AMENDMENT TO DECLARATIONS OF RESTRICTIONS

THIS AMENDMENT dated this 3rd day of March, 1999, 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, Page 1 and amended June 26, 1998 and November 25, 1998 (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 shown on 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:

Amend the ARC Guidelines as the same relate only to Lots 1 through 51 in the Village of Mission Hills as follows:

1. Article III, Paragraph D is amended to provide that only thirty percent (30%) of the homes must contain a significant portion of masonry on the front elevation.
2. Article III, Paragraph H and Article VIII, Paragraph A are both amended to remove the requirement that driveways be constructed of concrete.

2/6530

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Old Tax Parcel No. 23-029.00-001

Prepared by and Return to:

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

Whittington and Aulgur

Suite 104, Three Mill Road

Wilmington, DE 19806

AMENDMENT TO DECLARATION OF RESTRICTIONS

THIS AMENDMENT dated as of this 10th day of December, 1999, 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, Page 1, and amended June 26, 1998, November 25, 1998, and March 3, 1999 (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 shown on 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;

Amend the ARC Guidelines as the same relate only to Lots 240-283, 316-350 (such Lots sometimes called "Ridgewood"), Lots 284-297, 351-375, 467-469 (such Lots sometimes called "Village of Winged Foot"), and Lots 298-315 (such Lots sometimes called "Merion") as follows:

1. Article III, Paragraph D is amended to provide that a significant portion of masonry shall be defined as "at least 30% of the front elevation of the house."
2. Article III, Paragraph H and Article VIII, Paragraph A are both amended to remove the requirement that driveways be constructed of concrete.

2/10/00



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T20030038099

Michael E. Kozikowski
New Castle Recorder MISC

Tax Parcel Nos.: See Attached

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 18th day of March, 2003, by **FROG HOLLOW L.L.C.**, a Delaware limited liability company (the "**DECLARANT**"), **DOUBLE S. FINE HOMES, INC.**, a Delaware corporation ("**DOUBLE S**"), and **ANTHONY SPARACIO** and **LORRAINE SPARACIO**, his wife, **DEONARINE RAMNAUTH** and **SUZETTE RAMNAUTH**, his wife, **EDMOND C. NJUBIGBO** and **NKECHI J. NJUBIGBO**, his wife, **JAMES T. MILLER, JR.** and **TRACI M. MILLER**, his wife, **MARK D. BRIGGS** and **BRIDGET B. BRIGGS**, his wife, **CAROLE E. ROBERTSON**, **KEITH DAVISTON** and **CHERREL DAVISTON**, his wife, **LEWIS C. STRAND, IV** and **DINA Y. STRAND**, his wife, **ANTHONY B. RYAN** and **BRENDA RYAN**, his wife, **HEIST M. BARNES** and **YVETTE D. BARNES**, his wife, **CLARENCE E. BLAKE**, **WILLIAM S. ANDERSON** and **LAURIE A. ANDERSON**, his wife, **JOSEPH P. SHATKUS** and **RAQUEL SHATKUS**, his wife, **DIANE R. MATTHEWS**, **KENNETH S. RISSER** and **VICKIE O. RISSER**, his wife, **FRANK DYE** and **SANDY DYE**, his wife, **THOMAS F. WELLER** and **SARA A. WELLER**, his wife, **JAMES W. MOUX** and **SHIRLEY R. MOUX**, his wife, **JAMES TOWNSEND** and **THERESA TOWNSEND**, his wife, **MARK L. SURTEES** and **ANNETTE K. SURTEES**, his wife, **CHARLES A. KEEGAN** and **EILEEN A. KEEGAN**, his wife, **FREDDIE ESTRADA** and **EDNA ESTRADA**, his wife, **RANSOM W. NEWTON, JR.** and **MARLEEN E. NEWTON**, his wife, **WAYNE B. SKINNER** and **DONNA L. SKINNER**, his wife, **RICHARD H. TREML**, **PAUL ALTIERO** and **KAREN L. ALTIERO**, his wife, **MATTHEW CATRON** and **LORETTA L. CATRON**, his wife, **TERRANCE ROSARIO** and **MARTA S. ROSARIO**, his wife, **JAMES Z. CAMP**, **PATRICK J. GEORGE** and **PATRICIA M. GEORGE**, his wife, **JOSEPH M. DINOZZI** and **CECILE D. DINOZZI**, his wife, **JOHN G. MILLER** and **VICKY B. MILLER**, his wife, **HOWARD FORMAN** and **LINDA FORMAN**, his wife, **JOHN J. VACCA** and **MONICA M. VACCA**, his wife, **MOSE W. WITT** and **CHARLOTTE G. WITT**, his wife, **SCOTT R. JUDD** and **KATHLEEN DARCY JUDD**, his wife, **CHARLES E. AMMANN** and **KAREN D. AMMANN**, his wife, **DENNIS THIEL** and **PATRICIA THIEL**, his wife, **GERRIT W. SALEMINK**, **PAUL S. KILROY** and **CAROL R. KILROY**, his wife, **NICHOLAS J. D'ARCHANGELO** and **GEORGANNA D'ARCHANGELO**, his wife, **EDWARD HYDERKHAN** and **TERESITA P. HYDERKHAN**, his wife, **GARY A. OLSEN** and **DARENDA S. OLSEN**, his wife, **WADE F. RILEY** and **DONNA L. RILEY**, his wife, **JOHN CHRISTOPHER CHEN** and **CARRIE L. CHEN**, his wife, **MAURO DEPALMA** and **TARA DEPALMA**, his wife, **DANA E. LEVERETTE**, **MICHAEL E. HAMLIN** and **BETTY J. HAMLIN**, his wife, **BRIAN C. FEENY** and **CARA J. FEENY**, his wife, **JOHN M. CAMPAGNA, JR.** and **WENDY E. CAMPAGNA**, his wife, **ANTHONY J. PINI** and **SHEILA A. PINI**, his wife, **WILLIAM S. BOYER** and **STACIE E. BOYER**, his wife, **GEORGE W. PIERCE** and **FLORENCE C. PIERCE**, **TRUSTEES OF THE GEORGE W. AND FLORENCE C. PIERCE TRUST**, **ROBERT J. KUCHARSKI, JR.** and **ANN M. KUCHARSKI**, his wife, **DUANE G. LINDSTROM** and **KATHRYN R. LINDSTROM**, his

wife, NOEL HENRY and LUCETTE GOULET HENRY, his wife, RALPH J. DEFRIECE and DEBRA J. DEFRIECE, his wife, LEON D. FITZPATRICK and BERTHA FITZPATRICK, his wife, RICHARD M. HAVENS and SUZANNE HAVENS, his wife, JOSEPH M. WILLOUGHBY, JR. and GAIL R. WILLOUGHBY, his wife, THOMAS W. BEASLEY and ANGELA D. THOMPSON, CHARLES E. OWENSBY and JENNIFER T. OWENSBY, his wife, NOEL C. BURNHAM and LINDSAY DAVIS BURNHAM, his wife, WILLIAM H. DURAND, III and CYNTHIA L. DURAND, his wife, MARIO J. MCCASH and KAREN C. MCCASH, his wife, KEITH E. DONOVAN and LISA L. DONOVAN, his wife, BRUCE H. BERMEL and PAMELA A. JURGA, HERBERT W. COE and SUSAN M. COE, his wife, RICHARD G. SCHULZE and KAREN A. GRUBER, JOANNA L. DANEMAN, MARK SCHABERG and CONNIE SCHABERG, his wife, ROBERT L. HOHN, SR. and DORIS CHMURA, WYATT P. FREED, WILLIAM E. HASKINS and BETTY ADAMS HASKINS, his wife, JOHN C. ANGELINA, JR. and JOANNE LASALLE, JOSEPH R. FEDEROWICZ and CAROL D. FEDEROWICZ, his wife, HARVEY I. STRYKER, III and NICOLE STRYKER, f/k/a NICOLE C. STARRETT, his wife, CLIFFORD I. JOHNSON and MARJORIE JOHNSON, his wife, ROBERT S. PASZKO and KATHLEEN A. PASZKO, his wife, BYRON L. DEBNAM and AMY S. DEBNAM, his wife, CHRISTOPHER WRIGHT, WILLIAM J. WEBER and DIANE M. WEBER, his wife, EDWARD L. COLAPRETE and NICOLETTE COLAPRETE, his wife, EDWARD C. CIALELLA and ROSEANN M. CIALELLA, his wife, MICHAEL R. SANDS and PATRICIA SANDS, his wife, JAMES MCCORMICK and PATRICIA MCCORMICK, his wife, RICHARD K. KAHN and BETH A. KAHN, his wife, RODNEY O. GRIFFIN and CYNTHIA D. GRIFFIN, his wife, CASPER M. MULLERTZ and MEGAN K. MULLERTZ, his wife, PATRICIA A. CASTORIA, MICHAEL L. CASTORIA, JOSE A. SOTO and ANNA R. SOTO, W. ROY BEST, III and ROCHELLE BEST, his wife, CARLOS SASTRE and CINDY SASTRE, his wife, LESLIE E. SCHLEMBACK and DANIELLE L. SCHLEMBACK, JOSEPH J. LONGO and MARIANNE P. LONGO, his wife, TIMOTHY N. THOMPSON and DANA S. THOMPSON, his wife, AGNES M. SEXTON LANK and JEROME P. LANK, JR., his wife, SAHMALDYN PARVIZI, DONALD TROY WHITE and DONNA WHITE, his wife, RUSSELL A. BIALECKI and STEPHANIE E. BIALECKI, f/k/a STEPHANIE MELLONE, his wife, JOEL H. ASHKENASE and BEVERLEE O. ASHKENASE, his wife, DANIEL R. EHMANN and JULIE F. EHMANN, his wife, THOMAS E. CHESTNEY and ANITA D. CHESTNEY, his wife, SIMIN PARVIZI, WILLIAM R. SCHMELING and JILL A. SCHMELING, his wife, JEFFREY LACY and MARY LACY, his wife, JOHN R. WITZKE BY ANITA K. WITZKE HIS ATTORNEY-IN-FACT and ANITA K. WITZKE, his wife, J. VINCENT JOHNSON and ROCHELLE C. JOHNSON, his wife, RICHARD T. LONG, JR. and JACQUELYN L. LONG, his wife, ANTHONY D. DONATELLI and TINA M. DONATELLI, his wife, RONALD C. RESCIGNO and YOUSY J. RESCIGNO, his wife, MICHAEL E. CONDON and LINDA A. CONDON, his wife, MICHAEL S. SEWELL and MOLLY L. SEWELL, his wife, EDWARD BARTHOLOMEW and ELEANOR BARTHOLOMEW, his wife, CHARLES E. CLEAVER, JR. and BEVERLY C. CLEAVER, his wife, IVAN C. JACKSON and JOANNE M. JACKSON, his wife, JAY A. CROSBY, MONICA C. EDMUNDS, PAUL F. WHELTON and MICHAEL ENE WHELTON, his wife, RUSSELL L. WILDMAN and DEBRA A. WILDMAN, his wife, TERRY W. ABELS and JENNIFER L. ABELS, his wife, MILLARD A. GREER and CATHY M. GREER, his wife, JAMES GALOFF and JESSICA LUPPOLD, THADDEUS RUPERTUS and MARIAN RUPERTUS, his wife, RHONDA L. CRADDOLPH, FLOYD R. HOLMES and NICOLE J. HOLMES, his wife, THOMAS LUTZ and BISTRA LUTZ, his wife, FRANCIS P. POLLOCK and MONIQUE D. POLLOCK, his

wife, **KEVIN G. KRUGER** and **LISA W. KRUGER**, his wife, **WILLIAM W. LEACH**, **DAVID G. SOMELOFSKE** and **LISA A. SOMELOFSKE**, his wife, **JAMES G. MURPHY, SR.** and **MADLINE T. MURPHY**, his wife, **CHRISTOPHER M. BROYHILL** and **DENISE C. BROYHILL**, his wife, **LOUIS F. COUREY** and **SUSAN L. COUREY**, his wife, **JACQUELINE A. FRANCIS**, **WILLIAM P. WALSH** and **MARLA J. WALSH**, his wife, **MATTHEW R. STREIT** and **DONNA M. STREIT**, his wife, **FELIX RUTKOSKE, JR.** and **KAREN E. RUTKOSKE**, his wife, **PENZOLA M. THORNTON**, **JAMES A. GLAND** and **MAUREEN K. GLAND**, his wife, **KENNETH C. MARSHALL** and **GERALDINE M. MARSHALL**, his wife, **RODERICK SCURRY** and **LISA SCURRY**, his wife, **BLAKE C. BERG**, **KEVIN W. GRAHAM**, **JANET C. MCLOUGHLIN**, **THOMAS L. SPENCE** and **JESSICA SPENCE**, his wife, **MAUREEN M. MCKEE**, **JAMES A. LOZANO**, **DANIEL F. ZIEGLER**, **KATHY L. RIVERA**, **CAROL A. O'HARA**, f/k/a **CAROL A. BRACKIN**, **BARRY D. SMITH, SR.**, **PAUL J. BORDEWICH**, CO-TRUSTEE, AND **BROOKE MAYNARD BORDEWICH**, CO-TRUSTEE, **HOWARD TODD WHICHARD**, **CHRISTOPHER S. LUKASIEWICZ** and **ERICA L. NORTAVAGE**, **FRANCIS A. FAGONE** and **SHARYN J. FAGONE**, his wife, **GARY WAYNE ARNOLD**, **GARY W. HALL**, **CHRISTOPHER A. BRYAN**, **ANTHONY PASTORELLA**, **ROBERT J. CROWLEY**, **ELLEN R. ARTHUR**, **HOLLY M. BATCHELOR** BY **CHARLES M. REDSTONE** HER ATTORNEY-IN-FACT, **MARK C. MACKNIS** and **KIMBERLY P. MACKNIS**, his wife, **JANET GRIFFITH** and **LUCINDA WEST**, **DOLLY F. BROWN**, **FRANK J. VASSALLO, IV**, **STEPHEN SCOTT WALL**, **JEREMY D. SMITH**, **THERESA M. MASELLA**, **JAMES R. INGRAM** and **BARBARA A. INGRAM**, his wife, **JASON R. WETZEL**, **TAMARA D. WALKER**, **KRZYSZTOF MAZURKIEWSCZ** and **CHRISTINA MAZURKIEWSCZ**, his wife, **ANTHONY W. FORREST** and **ASHA FORREST**, his wife, **JOHN W. HUNTLEY** and **ATHENA H. HUNTLEY**, his wife, and **GLORIA OGENYI** (collectively the "LOT OWNERS").

WHEREAS, DECLARANT entered into a Declaration of Restrictions 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 amended by an Amendment to Declaration of Restrictions dated June 26, 1998, and recorded in the Office of the Recorder of Deeds above in Deed Record 2465, Page 147; and as further amended by an Amendment to Declaration of Restrictions dated November 25, 1998, and recorded in the Office of the Recorder of Deeds above in Deed Record 2546, Page 166; and as further amended by an Amendment to Declaration of Restrictions dated March 3, 1999, and recorded in the Office of the Recorder of Deeds above in Deed Record 2601, Page 19; and as further amended by an Amendment to Declaration of Restrictions dated December 10, 1999, and recorded in the Office of the Recorder of Deeds above in Deed Record 2831, Page 261; and as further amended by an Amendment to Declaration of Restrictions recorded in the Office of the Recorder of Deeds above at Instrument No. 200111270098154 (collectively the "Amendments"); and the Architectural Review Standards attached to the Declaration of Restrictions as Exhibit A (the "ARC Guidelines"); and

WHEREAS, DECLARANT is the owner of a portion of all that certain tract or parcel of land 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 (the "Property"); and

WHEREAS, DOUBLE S is the owner of Lots Nos. 14, 27, 149, 150, 151, 152, 153, 154, 155, 157, 163, 169, 170, 172, 173, 174, 177, 180, 181, 185, 190, 234, 237 and 239, located in the Property referred to above; and

WHEREAS, ANTHONY SPARACIO and **LORRAINE SPARACIO**, his wife, are the owners of Lot No. 1, located in the Property referred to above; and

WHEREAS, DEONARINE RAMNAUTH and **SUZETTE RAMNAUTH**, his wife, are the owners of Lot No. 2, located in the Property referred to above; and

WHEREAS, EDMOND C. NJUBIGBO and **NKECHI J. NJUBIGBO**, his wife, are the owners of Lot No. 5, located in the Property referred to above; and

WHEREAS, JAMES T. MILLER, JR. and **TRACI M. MILLER**, his wife, are the owners of Lot No. 6, located in the Property referred to above; and

WHEREAS, MARK D. BRIGGS and **BRIDGET B. BRIGGS**, his wife, are the owners of Lot No. 7, located in the Property referred to above; and

WHEREAS, CAROLE E. ROBERTSON is the owner of Lot No. 10, located in the Property referred to above; and

WHEREAS, KEITH DAVISTON and **CHERREL DAVISTON**, his wife, are the owners of Lot No. 11, located in the Property referred to above; and

WHEREAS, LEWIS C. STRAND, IV and **DINA Y. STRAND**, his wife, are the owners of Lot No. 12, located in the Property referred to above; and

WHEREAS, ANTHONY B. RYAN and **BRENDA RYAN**, his wife, are the owners of Lot No. 15, located in the Property referred to above; and

WHEREAS, HEIST M. BARNES and **YVETTE D. BARNES**, his wife, are the owners of Lot No. 16, located in the Property referred to above; and

WHEREAS, CLARENCE E. BLAKE is the owner of Lot No. 17, located in the Property referred to above; and

WHEREAS, WILLIAM S. ANDERSON and **LAURIE A. ANDERSON**, his wife, are the owners of Lot No. 18, located in the Property referred to above; and

WHEREAS, JOSEPH P. SHATKUS and **RAQUEL S SHATKUS**, his wife, are the owners of Lot No. 19, located in the Property referred to above; and

WHEREAS, DIANE R. MATTHEWS is the owner of Lot No. 20, located in the Property referred to above; and

WHEREAS, KENNETH S. RISSER and **VICKIE O. RISSER**, his wife, are the owners of Lot No. 21, located in the Property referred to above; and

WHEREAS, FRANK DYE and **SANDY DYE**, his wife, are the owners of Lot No. 22, located in the Property referred to above; and

WHEREAS, THOMAS F. WELLER and **SARA A. WELLER**, his wife, are the owners of Lot No. 23, located in the Property referred to above; and

WHEREAS, JAMES W. MOUX and **SHIRLEY R. MOUX**, his wife, are the owners of Lot No. 24, located in the Property referred to above; and

WHEREAS, JAMES TOWNSEND is the owner of Lot No. 25, located in the Property referred to above; and

WHEREAS, MARK L. SURTEES and **ANNETTE K. SURTEES**, his wife, are the owners of Lot No. 28, located in the Property referred to above; and

WHEREAS, CHARLES A. KEEGAN and **EILEEN A. KEEGAN**, his wife, are the owners of Lot No. 29, located in the Property referred to above; and

WHEREAS, FREDDIE ESTRADA and **EDNA ESTRADA**, his wife, are the owners of Lot No. 30, located in the Property referred to above; and

WHEREAS, RANSOM W. NEWTON, JR. and **MARLEEN E. NEWTON**, his wife, are the owners of Lot No. 31, located in the Property referred to above; and

WHEREAS, WAYNE B. SKINNER and **DONNA L. SKINNER**, his wife, are the owners of Lot No. 33, located in the Property referred to above; and

WHEREAS, RICHARD H. TREML is the owner of Lot No. 35, located in the Property referred to above; and

WHEREAS, PAUL ALTIERO and **KAREN L. ALTIERO**, his wife, are the owners of Lot No. 38, located in the Property referred to above; and

WHEREAS, TERRANCE ROSARIO and **MARTA S. ROSARIO**, his wife, are the owners of Lot No. 42, located in the Property referred to above; and

WHEREAS, MATTHEW CATRON and **LORETTA L. CATRON**, his wife, are the owners of Lot No. 43, located in the Property referred to above; and

WHEREAS, JAMES Z. CAMP is the owner of Lot No. 44, located in the Property referred to above; and

WHEREAS, PATRICK J. GEORGE and **PATRICIA M. GEORGE**, his wife, are the owners of Lot No. 45, located in the Property referred to above; and

WHEREAS, JOSEPH M. DINOZZI and **CECILE D. DINOZZI**, his wife, are the owners of Lot No. 46, located in the Property referred to above; and

WHEREAS, JOHN G. MILLER and **VICKY B. MILLER**, his wife, are the owners of Lot No. 47, located in the Property referred to above; and

WHEREAS, HOWARD FORMAN and **LINDA FORMAN**, his wife, are the owners of Lot No. 48, located in the Property referred to above; and

WHEREAS, JOHN J. VACCA and **MONICA M. VACCA**, his wife, are the owners of Lot No. 49, located in the Property referred to above; and

WHEREAS, MOSE W. WITT and **CHARLOTTE G. WITT**, his wife, are the owners of Lot No. 50, located in the Property referred to above; and

WHEREAS, SCOTT R. JUDD and **KATHLEEN DARCY JUDD**, his wife, are the owners of Lot No. 53, located in the Property referred to above; and

WHEREAS, CHARLES E. AMMANN and **KAREN D. AMMANN**, his wife, are the owners of Lot No. 54, located in the Property referred to above; and

WHEREAS, DENNIS THIEL and **PATRICIA THIEL**, his wife, are the owners of Lot No. 55, located in the Property referred to above; and

WHEREAS, GERRIT W. SALEMINK is the owner of Lot No. 56, located in the Property referred to above; and

WHEREAS, PAUL S. KILROY and **CAROL R. KILROY**, his wife, are the owners of Lot No. 57, located in the Property referred to above; and

WHEREAS, NICHOLAS J. D'ARCHANGELO and **GEORGANNA D'ARCHANGELO**, his wife, are the owners of Lot No. 59, located in the Property referred to above; and

WHEREAS, EDWARD HYDERKHAN and **TERESITA P. HYDERKHAN**, his wife, are the owners of Lot No. 62, located in the Property referred to above; and

WHEREAS, GARY A. OLSEN and **DARENDA S. OLSEN**, his wife, are the owners of Lot No. 63, located in the Property referred to above; and

WHEREAS, WADE F. RILEY and **DONNA L. RILEY**, his wife, are the owners of Lot No. 64, located in the Property referred to above; and

WHEREAS, JOHN CHRISTOPHER CHEN and CARRIE L. CHEN, his wife, are the owners of Lot No. 65, located in the Property referred to above; and

WHEREAS, MAURO DEPALMA and TARA DEPALMA, his wife, are the owners of Lot No. 67, located in the Property referred to above; and

WHEREAS, DANA E. LEVERETTE is the owner of Lot No. 68, located in the Property referred to above; and

WHEREAS, MICHAEL E. HAMLIN and BETTY J. HAMLIN, his wife, are the owners of Lot No. 69, located in the Property referred to above; and

WHEREAS, BRIAN C. FEENY and CARA J. FEENY, his wife, are the owners of Lot No. 70, located in the Property referred to above; and

WHEREAS, JOHN M. CAMPAGNA, JR. and WENDY E. CAMPAGNA, his wife, are the owners of Lot No. 72, located in the Property referred to above; and

WHEREAS, ANTHONY J. PINI and SHEILA A. PINI, his wife, are the owners of Lot No. 78, located in the Property referred to above; and

WHEREAS, WILLIAM S. BOYER and STACIE E. BOYER, his wife, are the owners of Lot No. 79, located in the Property referred to above; and

WHEREAS, GEORGE W. PIERCE and FLORENCE C. PIERCE, TRUSTEES OF THE GEORGE W. AND FLORENCE C. PIERCE TRUST are the owners of Lot No. 81, located in the property referred to above; and

WHEREAS, ROBERT J. KUCHARSKI, JR. and ANN M. KUCHARSKI, his wife, are the owners of Lot No. 84, located in the Property referred to above; and

WHEREAS, DUANE G. LINDSTROM and KATHRYN R. LINDSTROM, his wife, are the owners of Lot No. 87, located in the Property referred to above; and

WHEREAS, NOEL HENRY and LUCETTE GOULET HENRY, his wife, are the owners of Lot No. 89, located in the Property referred to above; and

WHEREAS, RALPH J. DEFRIECE and DEBRA J. DEFRIECE, his wife, are the owners of Lot No. 92, located in the Property referred to above; and

WHEREAS, LEON D. FITZPATRICK and BERTHA FITZPATRICK, his wife, are the owners of Lot No. 95, located in the Property referred to above; and

WHEREAS, RICHARD M. HAVENS and SUZANNE HAVENS, his wife, are the owners of Lot No. 97, located in the Property referred to above; and

WHEREAS, JOSEPH M. WILLOUGHBY, JR. and GAIL R. WILLOUGHBY, his wife, are the owners of Lot No. 98, located in the Property referred to above; and

WHEREAS, THOMAS W. BEASLEY and ANGELA D. THOMPSON are the owners of Lot No. 101, located in the Property referred to above; and

WHEREAS, CHARLES E. OWENSBY and JENNIFER T. OWENSBY, his wife, are the owners of Lot No. 102, located in the Property referred to above; and

WHEREAS, NOEL C. BURNHAM and LINDSAY DAVIS BURNHAM, his wife, are the owners of Lot No. 103, located in the Property referred to above; and

WHEREAS, WILLIAM H. DURAND, III and CYNTHIA L. DURAND, his wife, are the owners of Lot No. 104, located in the Property referred to above; and

WHEREAS, MARIO J. MCCASH and KAREN C. MCCASH, his wife, are the owners of Lot No. 106, located in the Property referred to above; and

WHEREAS, KEITH E. DONOVAN and LISA L. DONOVAN, his wife, are the owners of Lot No. 109, located in the Property referred to above; and

WHEREAS, BRUCE H. BERMEL and PAMELA A. JURGA are the owners of Lot No. 110, located in the Property referred to above; and

WHEREAS, HERBERT W. COE and SUSAN M. COE, his wife, are the owners of Lot No. 111, located in the Property referred to above; and

WHEREAS, RICHARD G. SCHULZE and KAREN A. GRUBER are the owners of Lot No. 112, located in the Property referred to above; and

WHEREAS, JOANNA L. DANEMAN is the owner of Lot No. 114, located in the Property referred to above; and

WHEREAS, MARK SCHABERG and CONNIE SCHABERG, his wife, are the owners of Lot No. 115, located in the Property referred to above; and

WHEREAS, ROBERT L. HOHN, SR. and DORIS CHMURA are the owners of Lot No. 116, located in the Property referred to above; and

WHEREAS, WYATT P. FREED is the owner of Lot No. 117, located in the Property referred to above; and

WHEREAS, WILLIAM E. HASKINS and BETTY ADAMS HASKINS, his wife, are the owners of Lot No. 126, located in the Property referred to above; and

WHEREAS, JOHN C. ANGELINA, JR. and JOANNE LASALLE are the owners of Lot No. 127, located in the Property referred to above; and

WHEREAS, JOSEPH R. FEDEROWICZ and CAROL D. FEDEROWICZ, his wife, are the owners of Lot No. 128, located in the Property referred to above; and

WHEREAS, HARVEY I. STRYKER, III and NICOLE STRYKER, f/k/a NICOLE C. STARRETT, his wife, are the owners of Lot No. 131, located in the Property referred to above; and

WHEREAS, CLIFFORD I. JOHNSON and MARJORIE JOHNSON, his wife, are the owners of Lot No. 137, located in the Property referred to above; and

WHEREAS, ROBERT S. PASZKO and KATHLEEN A. PASZKO, his wife, are the owners of Lot No. 140, located in the Property referred to above; and

WHEREAS, BYRON L. DEBNAM and AMY S. DEBNAM, his wife, are the owners of Lot No. 141, located in the Property referred to above; and

WHEREAS, CHRISTOPHER WRIGHT is the owner of Lot No. 144, located in the Property referred to above; and

WHEREAS, WILLIAM J. WEBER and DIANE M. WEBER, his wife, are the owners of Lot No. 145, located in the Property referred to above; and

WHEREAS, EDWARD L. COLAPRETE and NICOLETTE COLAPRETE, his wife, are the owners of Lot No. 147, located in the Property referred to above; and

WHEREAS, EDWARD C. CIALELLA and ROSEANN M. CIALELLA, his wife, are the owners of Lot No. 159, located in the Property referred to above; and

WHEREAS, MICHAEL R. SANDS and PATRICIA SANDS, his wife, are the owners of Lot No. 160, located in the Property referred to above; and

WHEREAS, JAMES MCCORMICK and PATRICIA MCCORMICK, his wife, are the owners of Lot No. 161, located in the Property referred to above; and

WHEREAS, RICHARD K. KAHN and BETH A. KAHN, his wife, are the owners of Lot No. 162, located in the Property referred to above; and

WHEREAS, RODNEY O. GRIFFIN and CYNTHIA D. GRIFFIN, his wife, are the owners of Lot No. 164, located in the Property referred to above; and

WHEREAS, CASPER M. MULLERTZ and MEGAN K. MULLERTZ, his wife, are the owners of Lot No. 165, located in the Property referred to above; and

WHEREAS, PATRICIA A. CASTORIA, MICHAEL L. CASTORIA, JOSE A. SOTO and ANNA R. SOTO are the owners of Lot No. 166, located in the Property referred to above; and

WHEREAS, W. ROY BEST, III and **ROCHELLE BEST**, his wife, are the owners of Lot No. 167, located in the Property referred to above; and

WHEREAS, CARLOS SASTRE and **CINDY SASTRE**, his wife, are the owners of Lot No. 168, located in the Property referred to above; and

WHEREAS, LESLIE E. SCHLEMBACK and **DANIELLE L. SCHLEMBACK**, his wife, are the owners of Lot No. 183, located in the Property referred to above; and

WHEREAS, JOSEPH J. LONGO and **MARIANNE P. LONGO**, his wife, are the owners of Lot No. 187, located in the Property referred to above; and

WHEREAS, TIMOTHY N. THOMPSON and **DANA S. THOMPSON**, his wife, are the owners of Lot No. 189, located in the Property referred to above; and

WHEREAS, AGNES M. SEXTON LANK and **JEROME P. LANK, JR.**, his wife, are the owners of Lot No. 238, located in the Property referred to above; and

WHEREAS, SAHMALDYN PARVIZI is the owner of Lot No. 243, located in the Property referred to above; and

WHEREAS, DONALD TROY WHITE and **DONNA WHITE**, his wife, are the owners of Lot No. 257, located in the Property referred to above; and

WHEREAS, RUSSELL A. BIALECKI and **STEPHANIE E. BIALECKI, f/k/a STEPHANIE MELLONE**, his wife, are the owners of Lot No. 263, located in the Property referred to above; and

WHEREAS, JOEL H. ASHKENASE and **BEVERLEE O. ASHKENASE**, his wife, are the owners of Lot No. 265, located in the Property referred to above; and

WHEREAS, DANIEL R. EHMANN and **JULIE F. EHMANN**, his wife, are the owners of Lot No. 266, located in the Property referred to above; and

WHEREAS, THOMAS E. CHESTNEY and **ANITA D. CHESTNEY**, his wife, are the owners of Lot No. 274, located in the Property referred to above; and

WHEREAS, SIMIN PARVIZI is the owner of Lot No. 275, located in the Property referred to above; and

WHEREAS, WILLIAM R. SCHMELING and **JILL A. SCHMELING**, his wife, are the owners of Lot No. 278, located in the Property referred to above; and

WHEREAS, JEFFREY LACY and **MARY LACY**, his wife, are the owners of Lot No. 281, located in the Property referred to above; and

WHEREAS, JOHN R. WITZKE BY ANITA K. WITZKE HIS ATTORNEY-IN-FACT and **ANITA K. WITZKE**, his wife, are the owners of Lot No. 282, located in the Property referred to above; and

WHEREAS, J. VINCENT JOHNSON and **ROCHELLE C. JOHNSON**, his wife, are the owners of Lot No. 283, located in the Property referred to above; and

WHEREAS, RICHARD T. LONG, JR. and **JACQUELYN L. LONG**, his wife, are the owners of Lot No. 284, located in the Property referred to above; and

WHEREAS, ANTHONY D. DONATELLI and **TINA M. DONATELLI**, his wife, are the owners of Lot No. 286, located in the Property referred to above; and

WHEREAS, RONALD C. RESCIGNO and **YOUSY J. RESCIGNO**, his wife, are the owners of Lot No. 288, located in the Property referred to above; and

WHEREAS, MICHAEL E. CONDON and **LINDA A. CONDON**, his wife, are the owners of Lot No. 289, located in the Property referred to above; and

WHEREAS, MICHAEL S. SEWELL and **MOLLY L. SEWELL**, his wife, are the owners of Lot No. 290, located in the Property referred to above; and

WHEREAS, EDWARD BARTHOLOMEW and **ELEANOR BARTHOLOMEW**, his wife, are the owners of Lot No. 291, located in the Property referred to above; and

WHEREAS, CHARLES E. CLEAVER, JR. and **BEVERLY C. CLEAVER**, his wife, are the owners of Lot No. 292, located in the Property referred to above; and

WHEREAS, IVAN C. JACKSON and **JOANNE M. JACKSON**, his wife, are the owners of Lot No. 293, located in the Property referred to above; and

WHEREAS, JAY A. CROSBY is the owner of Lot No. 301, located in the Property referred to above; and

WHEREAS, MONICA C. EDMUNDS is the owner of Lot No. 305, located in the Property referred to above; and

WHEREAS, PAUL F. WHELTON and **MICHAELENE WHELTON**, his wife, are the owners of Lot No. 306, located in the Property referred to above; and

WHEREAS, RUSSELL L. WILDMAN and **DEBRA A. WILDMAN**, his wife, are the owners of Lot No. 308, located in the Property referred to above; and

WHEREAS, TERRY W. ABELS and **JENNIFER L. ABELS**, his wife, are the owners of Lot No. 313, located in the Property referred to above; and

WHEREAS, MILLARD A. GREER and **CATHY M. GREER**, his wife, are the owners of Lot No. 314, located in the Property referred to above; and

WHEREAS, JAMES B. GALOFF and JESSICA L. LUPPOLD are the owners of Lot No. 315, located in the Property referred to above; and

WHEREAS, THADDEUS RUPERTUS and MARIAN RUPERTUS, his wife, are the owners of Lot No. 329, located in the Property referred to above; and

WHEREAS, RHONDA L. CRADDOLPH is the owner of Lot No. 330, located in the Property referred to above; and

WHEREAS, FLOYD R. HOLMES and NICOLE J. HOLMES, his wife, are the owners of Lot No. 335, located in the Property referred to above; and

WHEREAS, THOMAS LUTZ and BISTRA LUTZ, his wife, are the owners of Lot No. 344, located in the Property referred to above; and

WHEREAS, FRANCIS P. POLLOCK and MONIQUE D. POLLOCK, his wife, are the owners of Lot No. 345, located in the Property referred to above; and

WHEREAS, KEVIN G. KRUGER and LISA W. KRUGER, his wife, are the owners of Lot No. 347, located in the Property referred to above; and

WHEREAS, WILLIAM W. LEACH is the owner of Lot No. 348, located in the Property referred to above; and

WHEREAS, DAVID G. SOMELOFSKE and LISA A. SOMELOFSKE, his wife, are the owners of Lot No. 354, located in the Property referred to above; and

WHEREAS, JAMES G. MURPHY, SR. and MADELINE T. MURPHY, his wife, are the owners of Lot No. 355, located in the Property referred to above; and

WHEREAS, CHRISTOPHER M. BROYHILL and DENISE C. BROYHILL, his wife, are the owners of Lot No. 356, located in the Property referred to above; and

WHEREAS, LOUIS F. COUREY and SUSAN L. COUREY, his wife, are the owners of Lot No. 357, located in the Property referred to above; and

WHEREAS, JACQUELINE A. FRANCIS is the owner of Lot No. 360, located in the Property referred to above; and

WHEREAS, WILLIAM P. WALSH and MARLA J. WALSH, his wife, are the owners of Lot No. 362, located in the Property referred to above; and

WHEREAS, MATTHEW R. STREIT and DONNA M. STREIT, his wife, are the owners of Lot No. 363, located in the Property referred to above; and

WHEREAS, FELIX RUTKOSKE, JR. and KAREN E. RUTKOSKE, his wife, are the owners of Lot No. 366, located in the Property referred to above; and

WHEREAS, PENZOLA M. THORNTON is the owner of Lot No. 371, located in the Property referred to above; and

WHEREAS, JAMES A. GLAND and **MAUREEN K. GLAND**, his wife, are the owners of Lot No. 372, located in the Property referred to above; and

WHEREAS, KENNETH C. MARSHALL and **GERALDINE M. MARSHALL**, his wife, are the owners of Lot No. 373, located in the Property referred to above; and

WHEREAS, RODERICK SCURRY and **LISA SCURRY**, his wife are the owners of Lot No. 374, located in the Property referred to above; and

WHEREAS, BLAKE C. BERG is the owner of Lot No. 376, located in the Property referred to above; and

WHEREAS, KEVIN W. GRAHAM is the owner of Lot No. 377, located in the Property referred to above; and

WHEREAS, JANET C. MCLOUGHLIN is the owner of Lot No. 378, located in the Property referred to above; and

WHEREAS, THOMAS L. SPENCE and **JESSICA SPENCE**, his wife, are the owners of Lot No. 379, located in the Property referred to above; and

WHEREAS, MAUREEN M. MCKEE is the owner of Lot No. 382, located in the Property referred to above; and

WHEREAS, JAMES A. LOZANO is the owner of Lot No. 385, located in the Property referred to above; and

WHEREAS, DANIEL F. ZIEGLER is the owner of Lot No. 388, located in the Property referred to above; and

WHEREAS, KATHY L. RIVERA is the owner of Lot No. 389, located in the Property referred to above; and

WHEREAS, CAROL A. O'HARA, f/k/a CAROL A. BRACKIN, is the owner of Lot No. 390, located in the Property referred to above; and

WHEREAS, BARRY D. SMITH, SR. is the owner of Lot No. 393, located in the Property referred to above; and

WHEREAS, PAUL J. BORDEWICH, CO-TRUSTEE, AND BROOKE MAYNARD BORDEWICH, CO-TRUSTEE, are the owners of Lot No. 395, located in the Property referred to above; and

WHEREAS, HOWARD TODD WHICHARD is the owner of Lot No. 397, located in the Property referred to above; and

WHEREAS, CHRISTOPHER S. LUKASIEWICZ and **ERICA L. NORTAVAGE** are the owners of Lot No. 404, located in the Property referred to above; and

WHEREAS, FRANCIS A. FAGONE and **SHARYN J. FAGONE**, his wife, are the owners of Lot No. 413, located in the Property referred to above; and

WHEREAS, GARY WAYNE ARNOLD is the owner of Lot No. 415, located in the Property referred to above; and

WHEREAS, GARY W. HALL is the owner of Lot No. 417, located in the Property referred to above; and

WHEREAS, CHRISTOPHER A. BRYAN is the owner of Lot No. 422, located in the Property referred to above; and

WHEREAS, ANTHONY PASTORELLA is the owner of Lot No. 423, located in the Property referred to above; and

WHEREAS, ROBERT J. CROWLEY is the owner of Lot No. 430, located in the Property referred to above; and

WHEREAS, ELLEN R. ARTHUR is the owner of Lot No. 435, located in the Property referred to above; and

WHEREAS, HOLLY M. BATCHELOR BY CHARLES M. REDSTONE HER ATTORNEY-IN-FACT is the owner of Lot No. 437, located in the Property referred to above; and

WHEREAS, MARK C. MACKNIS and **KIMBERLY P. MACKNIS**, his wife, are the owners of Lot No. 438, located in the Property referred to above; and

WHEREAS, JANET GRIFFITH and **LUCINDA WEST** are the owners of Lot No. 439, located in the Property referred to above; and

WHEREAS, DOLLY F. BROWN is the owner of Lot No. 440, located in the Property referred to above; and

WHEREAS, FRANK J. VASSALLO, IV is the owner of Lot No. 442, located in the Property referred to above; and

WHEREAS, STEPHEN SCOTT WALL is the owner of Lot No. 447, located in the Property referred to above; and

WHEREAS, JEREMY D. SMITH is the owner of Lot No. 448, located in the Property referred to above; and

WHEREAS, THERESA M. MASELLA is the owner of Lot No. 456, located in the Property referred to above; and

WHEREAS, JAMES R. INGRAM and **BARBARA A. INGRAM**, his wife, are the owners of Lot No. 458, located in the Property referred to above; and

WHEREAS, JASON R. WETZEL is the owner of Lot No. 461, located in the Property referred to above; and

WHEREAS, TAMARA D. WALKER is the owner of Lot No. 463, located in the Property referred to above; and

WHEREAS, KRZYSZTOF MAZURKIEWSCZ and **CHRISTINA MAZURKIEWSCZ**, his wife, are the owners of Lot No. 466, located in the Property referred to above; and

WHEREAS, ANTHONY W. FORREST and **ASHA FORREST**, his wife, are the owners of Lot No. 467, located in the Property referred to above; and

WHEREAS, JOHN W. HUNTLEY and **ATHENA H. HUNTLEY**, his wife, are the owners of Lot No. 468, located in the Property referred to above; and

WHEREAS, GLORIA OGENYI is the owner of Lot No. 469, located in the Property referred to above; and

WHEREAS, the golf course/open space buffer referred to in the Declaration of Restrictions, Amendments and the ARC Guidelines has been a source of continuing confusion and uncertainty among Lot Owners at The Legends; and

WHEREAS, having received approval of a majority of Lot Owners at The Legends as set forth in Paragraph 16 of Article III of the Declaration of Restrictions, **DECLARANT, DOUBLE S** and **LOT OWNERS** desire to amend the Declaration of Restrictions, Amendments and ARC Guidelines as set forth.

NOW, THEREFORE, for and in consideration of the premises, **DECLARANT, DOUBLE S** and **LOT OWNERS** do hereby convey, covenant and declare that henceforth the hereinbefore mentioned and described Property shall be subject to the following limitations, reservations, restrictions and conditions, which shall be covenants running with and binding upon the land:

1. Amend Paragraphs 1(e), 1(f) and 3 of the Declaration of Restrictions, Article II, Paragraphs A(11) and A(12) of the Architectural Review Standards, and Paragraphs 1, 2, 3 and 4 of the Amendment to Declaration of Restrictions dated June 26, 1998, to remove the existence on all lots in The Legends of the golf course/open space buffer and to remove any restriction relating to the golf course/open space buffer as it pertains to placement of decks, fences, landscaping or structures within said golf course/open space buffer.

2. The above Amendment shall not relieve any Lot Owner in The Legends from the requirements contained elsewhere in the Declaration of Restrictions, Amendments and/or ARC Guidelines to receive prior approval from the Architectural Review Committee for the installation of decks, fences, landscaping or structures prior to installation of such.

3. All other terms and provisions of the Declaration of Restrictions, Amendments and ARC Guidelines shall remain unchanged and in full force and effect.

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SIGNATURE
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