

**THIRD AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
KENSINGTON COURTS COMMUNITY ASSOCIATION, INC.**

THIS THIRD AMENDED DECLARATION dated December 19, 2001, by
KENSINGTON COURTS LIMITED LIABILITY COMPANY, (the "Company").

Whereas the company owns a 7.722 acre tract of land more or less located in Cecil County, Maryland. The tract (hereinafter referred to as "the Property") consists of a portion of the land described in a Deed dated September 15, 1993, between Kensington Development Limited Partnership, Grantor, and Kensington Courts Limited Liability Company, Grantee, and recorded among the Land Records of Cecil County at N.D.S. No. 453, Folio 477, and said portion being more particularly described in Exhibit A, which is incorporated herein and made a part hereof, together with all improvements thereon and all appurtenances thereto; and

Whereas the Company desires to subject the Property and the lots located therein (the "Lots"), to the Covenants, Conditions and Restrictions set forth below which are for the purpose of protecting the value and desirability of the Property and the Lots, and are for the purpose of distributing among the Lot Owners the cost of maintaining and operating the Common Areas located within the Property, and any improvements constructed thereon.

Whereas a Declaration of Covenants, Conditions and Restrictions for Kensington Courts Community Association, Inc., dated October 18, 1994, was recorded among the Land Records of Cecil County at Liber W.L.B. No. 515, Folio 189.

Whereas a subsequent Declaration of Covenants, Conditions and Restrictions for Kensington Courts Community Association, Inc., dated July 22, 1999, was recorded among the Land Records of Cecil County at

Liber W.L.B. No. 0823, Folio 75, and the Declarant seeks to amend the legal description contained therein.

Whereas a First Amended Declaration of Covenants, Conditions and Restrictions for Kensington Courts Community Association, Inc., dated November 1, 1999, was recorded among the Land Records at Liber W.L.B. No. 0850, Folio 501, and the Declarant seeks to amend the legal description contained therein.

Whereas a Second Amended Declaration of Covenants, Conditions and Restrictions for Kensington Courts Community Association, Inc., dated February 15, 2001, was recorded among the Land Records at Liber W.L.B. No. 0966, Folio 618, and the Declarant seeks to amend the legal description contained therein.

Whereas the Company hereby declares that the Property shall be held, sold and conveyed subject to the Covenants, Conditions and Restrictions set forth below.

Now therefore, this Declaration witnesseth, that the said Kensington Courts Limited Liability Company does hereby subject all those lots or parcels of land described in Exhibit A to the covenants, conditions and restrictions set forth in that Declaration of Covenants, Conditions and Restrictions dated October 18, 1994, which is recorded among the Land Records of Cecil County in Liber N.D.S. No. 515, Folio 189, in the subsequent Declaration of Covenants, Conditions and Restrictions for Kensington Courts Community Association, Inc., dated July 22, 1999, which is recorded among the Land Records of Cecil County at Liber W.L.B. No. 0823, Folio 751, in the First Amended Declaration of Covenants, Conditions and Restrictions for Kensington Courts Community Association, Inc., dated November 1, 1999, which is recorded among the Land Records of Cecil County at Liber W.L.B. No. 0850, Folio 501, and in the Second Amended Declaration of Covenants, Conditions and

Restrictions for Kensington Courts Community Association, Inc., dated February 15, 2001, which is recorded among the Land Records of Cecil County at Liber W.L.B. No. 0966, Folio 618.

Witness the hand and seal of Bruce Schneider, General Manager of Kensington Courts Limited Liability Company on the day hereinabove first written.

**KENSINGTON COURTS LIMITED
LIABILITY COMPANY**

Signed by Pamela J. Benjamin
Witness

Signed by Bruce Schneider
Bruce Schneider,
General Manager

STATE OF MARYLAND, COUNTY OF CECIL, to wit:

I HEREBY CERTIFY that on this *19th* day of *December*, 2001, before me, the subscriber, a Notary Public of the State of Maryland and the County of Cecil, personally appeared **BRUCE SCHNEIDER** who acknowledged himself to be the General Manager of Kensington Courts Limited Liability Company and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as such officer.

WITNESS my hand and Notarial Seal.

Signed by Pamela Benjamin
Notary Public
My Commission Expires: 1/1/04

This instrument has been prepared by Jennifer L. Hammond, an attorney, under such attorney's supervision, or by one of the parties named in this instrument.

Signed by Jennifer L. Hammond
Jennifer L. Hammond

EXHIBIT A

DESCRIPTION OF PHASE 6, KENSINGTON COURTS

ALL THOSE LOTS KNOWN AND DESIGNATED as lot numbers 196 and 216, being more particularly described as follows:

BEGINNING for the same at the northwesternmost corner of Phase 5 of the Kensington Courts subdivision (see plat reference P.C. 13/63); said point further being located the two following courses and distances from the southeasternmost corner of Lot 216 of Kensington Courts:

1. Binding on the northern right of way line of Highland Drive by the arc of a curve to the right 60.88 feet to a point on the western outline of Phase 5, said curve having a radius of 847.71 feet and scribed by a chord of North 71 degrees, 22 minutes, 29 seconds East, a distance of 60.87 feet;

And thence binding on the western outline of Phase 5:

2. North 25 degrees, 55 minutes, 49 seconds West, a distance of 154.74 feet to the first mentioned point of beginning.

Thence leaving said beginning point so fixed and binding on the western outline of Phase 5:

3. South 25 degrees, 55 minutes, 49 seconds East, crossing the aforementioned Highland Drive, a distance of 521.78 feet to a common corner of Phase 5 and Phase 3.

Thence leaving Phase 5 and binding on the western outline of Phase 3 the four following courses and distances;

4. South 14 degrees, 03 minutes, 49 seconds West, a distance of 197.07 feet to a point, thence;

5. South 25 degrees, 11 minutes, 04 seconds West, a distance of 103.50 feet to a point, thence;

6. South 34 degrees, 46 minutes, 26 seconds West, a distance of 94.07 feet to a point, thence;

7. South 72 degrees, 22 minutes, 59 seconds West, a distance of 177.16 feet to a point.

Thence leaving the outline of phase three and running between Blocks 7 and 8 through the area designated as "Open Space" on the aforementioned Kensington Courts subdivision plat the three following courses and distances:

8. North 41 degrees, 52 minutes, 09 seconds West, a distance of 252.04 feet to a point, thence;

9. North 24 degrees, 53 minutes, 50 seconds East, a distance of 182.87 feet to a point, and thence;

10. North 49 degrees, 05 minutes, 42 seconds West, a distance of 361.27 feet, recrossing Highland Drive to a point still located within the "Open Space".

Thence continuing through the "Open Space" the two following courses and distances;

11. North 47 degrees, 51 minutes, 59 seconds East, a distance of 290.01 feet to a point, and thence;

12. North 66 degrees, 55 minutes, 59 seconds East, a distance of 255.95 feet to the first mentioned point of beginning.

Containing within said metes and bounds 7.722 acres of land more or less.

Being or intending to be "Phase 6" of the Kensington Courts subdivision.

Members shall have the right to use the existing road for purposes of ingress, egress and regress to and from waterfront boat launching area. The Company reserves the right to relocate said road and waterfront boat launching area.