

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

THIS SECOND AMENDED DECLARATION dated February 15, 2001, by KENSINGTON COURTS LIMITED LIABILITY COMPANY, (the "Company").

Whereas the company owns a 19.740 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 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, and in the First Amended Declaration of Covenants, Conditions and Restrictions dated November 1, 1999, which is recorded among the Land Records of Cecil County in Liber N.D.S. No. 0850, Folio 501, Except as follows:

That **Article IX, Section 2 (b)**, be deleted and the following substituted therefore:

(b) the maintenance, keeping, boarding or raising of animals, including, livestock, or poultry of any kind, regardless of number shall be and is hereby prohibited on any Lot or within any dwelling or other part of the Property, except that this shall not prohibit the keeping of two (2) dogs (no Pit Bulls), with each individual dog not to weigh in excess of forty (40) pounds, two (2) cats, or any combination thereof, and a reasonable number of caged birds or other small domestic animals as pets provided (i) they are not kept, bred or maintained for commercial purposes; (ii) such domestic pets are not a source of annoyance or nuisance to the neighborhood or other Members; and (iii) such pets are maintained in strict conformance to all laws and ordinances. The Board of Directors or, upon resolution of the Board of Directors, the Covenant Committee, shall have the authority, after hearing, to determine whether a particular pet is a nuisance or a

source of annoyance to other Members, and such determination shall be conclusive. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by law. Pets shall not be permitted upon the Common Area unless accompanied by a responsible person and unless they are carried or leashed. The Board of Directors shall have the right to adopt such additional rules and regulations regarding pets as it may from time to time consider necessary or appropriate. Dog run maximum size, 10' by 10'. Dog houses are allowed, provided the house is of the same color and material as the dwelling.

That **Article IX, Section 2 (s)**, be deleted and the following be substituted therefore:

(s) all fences and areas to be fenced must be pre-approved by the Board of Directors or Covenant Committee and may be of earth tones or neutral colors only. Any fence constructed upon the Property shall not extend forward of the rear building line of the dwelling on the Lot upon which any such fence is erected. No fence shall be more than sixty inches (60") in height. Chainlink, stockade, and other wire fencing is specifically prohibited; provided, however, thin wire fencing used in conjunction with a split rail or similar fencing for the purpose of enclosing pets is permitted if approval is obtained from the Covenant Committee pursuant to Article VIII.

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 15th day of February, 2001, before me, the subscriber, a Notary Public of 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 SECTION 8, KENSINGTON COURTS

ALL THOSE LOTS KNOWN AND DESIGNATED as lot numbers 217 and 268, being more particularly described as follows:

BEGINNING for the same at a point located on the northern outline of Phase 1 of the Kensington Courts subdivision (see plat reference P.C. 13/63), said point further being located South 71 degrees, 24 minutes, 28 seconds West, a distance of 626.83 feet along the northern outline of "Phase I" from a concrete monument located on the easternmost outline of Kensington Courts at a corner now or formerly of Town and County Inc. (see deed reference N.A.S. 303/169) said concrete monument and Kensington Courts outline being shown on a plat prepared by Rauch, Walls & Lane Inc. in May of 1989 entitled: "Plat Showing Kensington Courts Title Line 2".

Thence leaving said beginning point so fixed and binding on the northern outline of "Phase I" the two following courses and distance;

1. South 71 degrees, 24 minutes, 28 seconds West, a distance of 194.14 feet to a point located on the northern right of way line of Highland Drive, thence crossing Highland Drive:

2. South 61 degrees, 55 minutes, 46 seconds West, a distance of 225.00 feet to a point located on the outline of "Phase II" within the open space between Blocks 2, 10 and 11.

Thence binding on northern outline of "Phase II" and "Phase III" the two following courses and distances;

3. North 65 degrees, 01 minutes, 32 seconds West, a distance of 246.33 feet to a point, thence;

4. South 85 degrees, 26 minutes, 14 seconds West, a distance of 653.10 feet to a corner of "Phase III" located within the open space between Blocks 8 and 9.

Thence leaving "Phase III" and running through the open space between Blocks 8 and 9 and crossing Highland Drive;

5. North 25 degrees, 55 minutes, 49 seconds West, a distance of 521.78 feet to a point located within the open space between Blocks 8 and 9 on the northern side of Highland Drive.

Thence running through the open space located on the northern side of Blocks 9 and 10 the three following courses and distances;

6. North 52 degrees, 20 minutes, 31 seconds East, a distance of 593.42 feet to a point, thence;

7. South 86 degrees, 17 minutes, 59 seconds East, a distance of 491.52 feet to a point, and thence;

8. South 37 degrees, 28 minutes, 50 seconds East, a distance of 362.38 feet to the first mentioned point of beginning.

Containing within said metes and bounds 19.740 acres of land more or less.

Being or intending to be "Phase V" 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.