

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

THIS DECLARATION dated July 22, 1999, by **KENSINGTON COURTS LIMITED LIABILITY COMPANY**, (the "Company").

Whereas the company owns a 14.946 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 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, 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), 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 (h)**, be deleted and the following be substituted therefore:

(h) no decorative lawn ornament (unless approved by the Covenant Committee), no structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, stable, or buildings shall be erected, used or maintained on any Lot at any time. A storage shed may be erected, constructed or placed on a Lot provided that such shed (i) is approved, in writing, with respect to design (including, but not limited to color and materials), location and construction by the Board of Directors or the Covenant Committee; (ii) if constructed, such shed must be located flush against the dwelling unit situated on the Lot and must be of the same color and material as the dwelling; (iii) any shed must be properly maintained at all times by the Owner of the Lot upon which it is located; (iv) is no larger than one hundred forty-four (144) square feet, one (1) story in height; and (v) complies with all state, local and federal codes.

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

(m) No outside television aerial or radio antenna, or other aerial or antenna for either reception or transmission, including, but not limited to, satellite dish antenna, shall be maintained upon the Property except that such aerials or antennae may be erected and maintained within the dwellings located upon the Property. Satellite dish antennae must be 2' in diameter or less.

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 Susan Staub
Witness

Signed by Bruce Schneider
Bruce Schneider,
General Manager

STATE OF MARYLAND, COUNTY OF CECIL, to wit:

I HEREBY CERTIFY that on this 22nd day of July, 1999, 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 J. Benjamin
Notary Public
My Commission Expires: 1/1/00

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 4, KENSINGTON COURTS

BEGINNING FOR THE SAME AT A POINT lying in the Open Space Area south of the rear common corner of lots 65 and 66 of Kensington Courts as shown on a plat recorded among the Land Records of Cecil County in plat Book 13/74, said point being located North 81 degrees, 55 minutes, 58 seconds West, 212.02 feet from a point in the westerly right-of-way of Biddeford Drive; thence turning through said Open Space Area South 60 degrees, 28 minutes, 37 seconds West, a distance of 84.40 feet to a point; thence South 10 degrees, 45 minutes, 57 seconds East, a distance of 128.71 feet to a point in the northerly right-of-way line of Whitehall Road; thence crossing over said road South 5 degrees, 44 minutes, 07 seconds East, a distance of 60.00 feet to a point in the southerly right-of-way line of said road; thence turning through the Open Space Area behind lots 89 through 96 of Kensington Courts the following seven courses:

1. South 53 degrees, 56 minutes, 08 seconds East, a distance of 159.60 feet; thence
2. South 07 degrees, 34 minutes, 15 seconds East, a distance of 170.54 feet; thence
3. South 33 degrees, 46 minutes, 45 seconds West, a distance of 155.08 feet; thence
4. South 43 degrees, 18 minutes, 35 seconds West, a distance of 127.22 feet; thence
5. South 56 degrees, 24 minutes, 33 seconds West, a distance of 106.49 feet; thence
6. North 67 degrees, 45 minutes, 27 seconds West, a distance of 211.13 feet; thence
7. North 03 degrees, 53 minutes, 54 seconds West, a distance of 350.14 feet to the point of curvature in Whitehall Road of a non-tangent curve, concave to the North, having a radius of 385.00 feet a central angle of 78 degrees, 30 minutes, 12 seconds, and a chord of 487.20 feet bearing North 76 degrees, 43 minutes, 35 seconds East; thence southwesterly along said curve, a distance of 527.50 feet; thence leaving Whitehall Road and turning through the Open Space Area West of lots 162 through 164 of Kensington Courts the following 3 courses:

1. North 07 degrees, 28 minutes, 22 seconds West, a distance of 178.26 feet; thence
2. North 25 degrees, 56 minutes, 10 seconds East, a distance of 95.89 feet; thence
3. North 51 degrees, 07 minutes, 04 seconds East, a distance of 120.82 feet; thence continuing through the Open Space along the rear of lots 143 through 153 of Kensington Courts the following 7 courses:

1. North 11 degrees, 49 minutes, 36 seconds East, a distance of 348.07 feet; thence
2. North 45 degrees, 37 minutes, 31 seconds East, a distance of 127.70 feet; thence
3. North 78 degrees, 10 minutes, 31 seconds East, a distance of 114.03 feet; thence
4. South 88 degrees, 17 minutes, 43 seconds East, a distance of 292.07 feet; thence
5. South 04 degrees, 41 minutes, 04 seconds West, a distance of 159.42 feet; thence

6. South 25 degrees, 22 minutes, 36 seconds East, a distance of 129.68 feet; thence
7. South 66 degrees, 55 minutes, 22 seconds East, a distance of 136.96 feet; to the point of Beginning; said described tract containing 14.946 Acres, more or less.

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.