

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

THIS DECLARATION dated November 6, 1996, by **KENSINGTON COURTS LIMITED LIABILITY COMPANY**, (the "Company").

Whereas the company owns a 28.36 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 Georgia Pelletier
Witness

Signed by Bruce Schneider
Bruce Schneider,
General Manager

STATE OF MARYLAND, COUNTY OF CECIL, to wit:

I HEREBY CERTIFY that on this 6th day of November, 1996, 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 Georgia Pelletier
Notary Public
My commission expires:
06-01-98

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 2, KENSINGTON COURTS

BEGINNING FOR THE SAME at a point, said point being a corner of the entire parcel or tract known as Kensington Courts as shown on a plat prepared by Rauch, Walls & Lane, Inc. of Easton, Maryland, said plat being found among the Land Records of Cecil County, Maryland in Plat Book N.D.S. 13, folio 74, said point lying in the southerly right-of-way line of Whitehall Road and being a corner of a subdivision known as "The Courts", as shown on a plat found among said records in Plat Cabinet 189/286, thence running with "The Courts" SOUTH 15 DEGREES, 41 MINUTES, 34 SECONDS EAST, 735.40 FEET to a point near the center of a low area known as Price's Gut and a corner of the lands now or formerly of John Jackson (W.A.S. 315/304), thence running with said lands of Jackson and Price's Gut the following ten courses and distances:

- (1) SOUTH 84 DEGREES, 41 MINUTES, 00 SECONDS WEST, 165.00 FEET;
- (2) NORTH 07 DEGREES, 49 MINUTES, 00 SECONDS WEST, 42.90 FEET;
- (3) SOUTH 74 DEGREES, 11 MINUTES, 00 SECONDS WEST, 173.25 FEET;
- (4) SOUTH 72 DEGREES, 11 MINUTES, 00 SECONDS WEST, 110.75 FEET;
- (5) SOUTH 56 DEGREES, 41 MINUTES, 00 SECONDS WEST, 92.40 FEET;
- (6) SOUTH 37 DEGREES, 11 MINUTES, 00 SECONDS WEST, 107.25 FEET;
- (7) SOUTH 55 DEGREES, 11 MINUTES, 00 SECONDS WEST, 99.00 FEET;
- (8) SOUTH 54 DEGREES, 11 MINUTES, 00 SECONDS WEST, 99.00 FEET;
- (9) SOUTH 66 DEGREES, 11 MINUTES, 00 SECONDS WEST, 132.00 FEET;
- (10) SOUTH 58 DEGREES, 11 MINUTES, 00 SECONDS WEST, 66.00 FEET to a point, thence leaving said Gut and running through the open space area between Blocks number 1 and 3 of Kensington Courts the following 2 courses and distances: (1) NORTH 20 DEGREES, 29 MINUTES, 32 SECONDS WEST, 447.67 FEET; (2) NORTH 13 DEGREES, 02 MINUTES, 32 SECONDS WEST, 245.77 FEET to a point of curvature in the southerly right-of-way line of Whitehall Road, thence running with said road SOUTH 57 DEGREES, 22 MINUTES, 38 SECONDS WEST, 105.74 FEET to a point of curvature in said right-of-way line, thence turning clock-wise along a 90.67 foot arc, having a radius of 380.00 feet and a chord of SOUTH 64 DEGREES, 12 MINUTES, 47 SECONDS WEST, 90.46 FEET to a point where said right-of-way intersects with the easterly right-of-way line of Milhollan Drive, thence crossing over Whitehall Road NORTH 14 DEGREES, 04 MINUTES, 41 SECONDS WEST, 60.26 FEET to a point in the northerly right-of-way line of Whitehall Road where it intersects with the easterly right-of-way line of Biddeford Drive, thence crossing over Biddeford Drive SOUTH 75 DEGREES, 03 MINUTES, 45 SECONDS WEST, 55.01 FEET to a point where the northerly right-of-way line of Whitehall Road intersects with Biddeford Drive, thence running along the westerly right-of-way line of Biddeford Drive, NORTH 14 DEGREES, 04 MINUTES, 41 SECONDS WEST, 139.48 FEET to a point of curvature of said line, thence turning clock-wise along a 222.17 foot arc having a radius of 316.85 feet and a chord of NORTH 06 DEGREES, 00 MINUTES, 35 SECONDS EAST, 217.65 FEET, thence continuing along said right-of-way line along a 361.05 foot arc in a clock-wise direction, having a radius of 423.42 feet and chord of NORTH 50 DEGREES, 31 MINUTES, 31 SECONDS EAST, 350.21 FEET, to a point, thence continuing along said right-of-way along a 57.98 foot arc in a clock-wise direction having a radius of 243.36 feet and a chord of NORTH 81 DEGREES, 43 MINUTES, 58 SECONDS EAST, 57.84 FEET to a point, said point also being the southwestern most corner of Lot 46 of Block #2 of Kensington Courts, thence turning through the open space area between Blocks #2 and #9 NORTH 00 DEGREES, 55 MINUTES, 39 SECONDS WEST, 360.00 FEET to a point, thence continuing through said open space area NORTH 85 DEGREES, 19 MINUTES, 15 SECONDS EAST, 243.26 FEET to a point, thence

SOUTH 65 DEGREES, 00 MINUTES, 22 SECONDS EAST, 247.26 FEET to a point, thence turning through the open space area between BLOCKS #2 and #11, SOUTH 15 DEGREES, 02 MINUTES, 09 SECONDS EAST, 370.49 FEET to a point in the northerly right-of-way line of Whitehall Road, thence running with said line NORTH 79 DEGREES, 39 MINUTES, 26 SECONDS EAST, 225.00 FEET, crossing over Highland Drive to a point, turning thence and crossing over to the southerly right-of-way line of Whitehall Road, SOUTH 06 DEGREES, 54 MINUTES, 29 SECONDS EAST, 60.11 FEET to a point, thence running with said right-of-way line NORTH 79 DEGREES, 39 MINUTES, 26 SECONDS EAST, 73.38 FEET to the place of beginning containing 28.36 ACRES OF LAND 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.