

Amended And Restated DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS

KENSINGTON ESTATES INC. OF DELTONA

THIS DECLARATION, made as of the date hereinafter set forth, by Kensington Estates Inc of Deltona, hereinafter referred to as "Declarant." **This Declaration constitutes an amended and restated declaration of covenants, conditions, and restrictions, effective as of _____, and shall supersede and operate independently of any prior declarations affecting the property described herein. Any previous covenants, restrictions, or governing documents shall have no precedential or controlling effect on this Declaration, and no prior provisions shall be deemed incorporated herein by implication or reference.**

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Volusia, State of Florida, which is more particularly described on Exhibit A attached hereto and by this reference made a part hereof; and

WHEREAS, it is the desire of Declarant to provide that future owners of living units located on the above described property shall pay a portion of the cost of maintaining a maintenance easement, ingress and egress easement, Drainage Retention areas and Conservation Easement Areas as reflected on the plat of Kensington Estates (hereinafter the "Common Areas").

NOW, THEREFORE, Declarant hereby declares that all of the properties, or any portion or subdivision of such properties, described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any portion or subdivision thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

SECTION 1. "Association" shall mean and refer to Kensington Estates Homeowners Association, Inc., a non-profit corporation organized under the laws of the State of Florida, its successors and assigns.

SECTION 2. "Owner" shall mean and refer to the record owners, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 3. "Properties" shall mean and refer to the property as described on Exhibit A hereto.

SECTION 4. "Lot" shall mean and refer to the 32 individual plots of land shown upon the recorded subdivision map or plat of the Properties with the exception of the Common Areas.

SECTION 5. "Declarant" shall mean Kensington Estates Inc of Deltona, its successors and assigns, provided such successors or assigns acquire more than one undeveloped lot from declarant for the purpose of development.

SECTION 6. "Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

SECTION 7. "Mortgage" shall mean a conventional mortgage or a deed of trust.

SECTION 8. "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

SECTION 9. "Plat" or "Subdivision" shall mean the recorded plat of Kensington Estates Subdivision, recorded in Plat Book 43 Page 89 of the Public Records of Volusia County, Florida.

ARTICLE II

ASSOCIATION; VOTING RIGHTS

SECTION 1. Every owner of a lot shall be a member of the association; membership shall be appurtenant to and may not be separated from ownership of a lot. Each owner shall be entitled to one vote for each lot owned. When more than one person holds an interest in a given lot, all such persons shall be members and the vote of such lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast for any lot.

~~SECTION 2. The association shall have two classes of voting members as follows:~~

~~Class A. Class A members shall be all owners with the exception of declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in a given lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any lot owned by Class A members.~~

~~Class B. The Class B member shall be declarant, who shall be entitled to exercise two (2) votes for each lot owned. The Class membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or on January 1, 1993, whichever first occurs.~~

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation of Assessments The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association assessments or charges, such assessments to be established collected as hereinafter provided. The assessments, and together with interest, Late fees, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made; provided, however, no such assessment shall be a lien on the land until such lien is recorded in the public records of Volusia County, Florida. Each such assessment, together with interest, Late fees, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

SECTION 2. Purpose of the Assessments The assessments levied by the Association shall be used exclusively for the maintenance of the Common Areas, a private wall which encircles a portion of the subdivision and any other lawful purposes which enhance the subdivision as determined by the Association.

Section 3: Special Assessment. In addition to Annual Assessments, the Board of Directors may levy at any time a Special Assessment for the purpose of defraying the cost of any construction, repair or replacement on the Common Areas or improvements on the Common Areas, covering budget deficits of the Association,

additions to the Common Areas or for any purpose deemed appropriate by the Board of Directors.

SECTION 3 Section 4. Amount of Assessment The initial amount of the annual assessment by the Property Owners Association shall be determined on an annual basis Ninety Five Dollars (\$95.00) per Lot. The Board of Directors of the Association may fix the amount of the annual assessment, as provided in the Articles of Incorporation and By-Laws of the Association.

SECTION 4. Section 5. Date of the Commencement of Annual Assessments The assessments as against each particular Lot provided for herein shall commence on the day of the conveyance of fee simple title to such Owner six months subsequent to the date that a Lot is conveyed to a purchaser by Declarant or its designated successor. The first assessment shall be adjusted according to the number of days remaining in the month of such conveyance. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of that association setting forth whether the assessments on a specific Lot have been paid. A properly executed Certificate of the Association as to the status of assessments on a Lot is binding upon that Association as of the date of its issuance. The Board of Directors may accelerate the balance of any Annual Assessment upon default in the payment of any installment and require that payment be made for the remainder of the fiscal year of the Association. Annual Assessments shall be due and payable on the 1st day of each year or the due date established by the Board of Directors.

SECTION 5. Section 6: Effect of Nonpayment of Assessments: Remedies of the Association. Any Annual or Special assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate permitted by Florida law. **In Addition, the associate may impose a late fee in the maximum amount allowed by law if the assessment is not paid within sixty (60) days after the due date.** The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessment provided for herein by abandonment of his Lot. In any action to enforce any assessment made hereunder, the prevailing party shall be entitled to a reasonable attorney's fee including attorney's fees for appellate proceedings.

SECTION 6. Section 7: Subordination of the Lien to Mortgages The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage encumbering a Lot, or shall also be subordinate to the lien of any mortgage encumbering all or a portion of the Properties and the purpose of which is for acquisition or development of the Properties or for construction of improvements thereon. Sale or transfer of any Lot shall not affect the assessment lien. A first mortgagee or any third party who acquires title to any Lot by

foreclosure or deed in lieu of foreclosure is liable for the unpaid assessments that became due prior to the mortgagee's receipt of title in the maximum amount permitted by law. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE IV

PROPERTY RIGHTS

SECTION 1. Owner's Easements of Enjoyment. Every owner of a lot shall have a right and easement of enjoyment in and to the common areas which shall be appurtenant to and shall pass with the title to such lot, subject to the right of the Association to dedicate or transfer all or any part of the common areas to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument executed by two-thirds (2/3) of each class of member agreeing to such dedication or transfer has been duly recorded.

SECTION 2. Other Easements.

(a) Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded subdivision plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each lot and all improvements therein shall be continuously maintained by the owner of such lot, except for improvements for maintenance of which a public authority or utility company is responsible.

(b) No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations, and rights of way shall at all times be open and accessible to public and quasi-public utility corporations, their and contractors, and shall also be open and accessible to declarant, its successors and assigns, all of whom shall have the right and employees privilege of doing whatever may be necessary in, on, under and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.

SECTION 3. Right of Entry. The association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the owner thereof, to enter any lot in the subdivision at any reasonable hour on any day to perform such maintenance as may be authorized herein.

SECTION 4. No Partition. There shall be no judicial partition of the common areas, nor shall declarant, or any owner or any other person acquiring any interest in the subdivision or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any lot owned in cotenancy.

ARTICLE V

USE RESTRICTIONS

Notwithstanding anything else herein contained any and all use restrictions shall comply with applicable City of Deltona and Volusia County Ordinances. The Subdivision shall be occupied and used only as follows:

SECTION 1. Each lot shall be used as a single-family residence, of conventional construction plus accessory buildings. Manufactured modular or mobile homes shall not be permitted. Renting, or sub-leasing of buildings or property, shall not be permitted-
except as otherwise provided herein:

The Lots are intended for single family, residential use, and to maintain a congenial residential community, and to provide for the health, safety and well-being of the Owners, at no time shall more than five (5) Lots be leased at one time. The Association shall determine when this lease cap has been reached, reviewing leasing agreements on a first-come, first-serve basis, as reflected by the submission and registration information regarding the lease agreement. No lot shall be leased within twenty-four (24) months after transfer of title.

All Owners who are intending to lease their lot, shall give the Association written notice of such intention, at least thirty (30) days prior to the proposed transaction, together with the name and address of the proposed Lessee(s) over the age of eighteen (18), an executed copy of the Lease Agreement, and such other information as the Board may reasonably require. Owners shall be required to screen and perform background checks on all occupants of the Home prior to them occupying the Home. Only those occupants listed on the Lease Agreement shall be permitted to occupy the Home. Owners who lease their lots must use a property management company to manage the leased property and to ensure compliance with the Association's governing documents by the occupants of the property.

After notice and all required information, transfer fee, and appearances requested have been provided, the Board shall approve or disapprove the proposed lease within fifteen (15) days. If the Board neither approves nor disapproves within this time

period, such failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a letter of approval to the Owner. A proposed lease shall be disapproved only if a majority of the entire Board so votes, and in such case the lease shall not be made.

SECTION 2. No business having any kind of external presence, shall be conducted in or about any residence with the exception of the business of Declarant and the transferees of Declarant in developing all of the lots as provided in Section 11, below. This does not prohibit any legal business conducted internally to any residence that does not **produce** ~~induce~~ any external traffic or nuisance.

SECTION 3. No noxious or offensive activity shall be carried on in or on any lot with the exception of the business of the declarant and the transferees of declarant in developing all of the lots as provided in Section 11 below.

SECTION 4. All signage must comply with City of Deltona and Volusia County government regulations. ~~No sign of any kind shall be displayed to public view on a lot or the common areas without the prior written consent of the Association, except customary name and address signs and lawn signs of not more than 4.5 square feet in size advertising a property for sale or rent. All signage must comply with Volusia County government regulations.~~

~~SECTION 5. Nothing shall be done or kept on a lot or on the common areas which would increase the rate of insurance relating thereto without the prior written consent of the association, and no owner shall permit anything to be done or kept on his lot or the common areas which would result in the cancellation of insurance on any residence or on any part of the common areas, or which would be in violation of any law.~~

Section 5: Intentionally left blank

~~SECTION 6. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot or on the common areas. However, up to two dogs, up to two cats and up to one other household pet may be kept on lots subject to such rules and regulations as may be adopted by the association, so long as they are not kept, bred, or maintained for commercial purposes. All dogs must be kept in a fenced area or on a leash when outdoors.~~

Section 6: Refer to City of Deltona guidelines on residential animals.

~~SECTION 7. No rubbish, trash, garbage, or other waste material shall be kept or permitted on any lot or on the common areas except in sanitary containers located in appropriate areas concealed from public view.~~

SECTION 7. No loose rubbish, trash, garbage, or other waste or building materials shall be kept or permitted on any lot visible from the main road. Garbage must be kept in appropriate sanitary containers.

SECTION 8. No fence, wall or other dividing instrumentality over Six (6) feet in height measured from the ground on which it stands shall be constructed or maintained on any lot. No fence of any type shall be placed in front of any dwelling. Any equipment used to hang clothes for drying shall not be visible from the front or side yards of any dwelling. **Any fencing, screen enclosure, or external walls must be maintained and in good condition, or if damaged by storms should be repaired within six (6) months of event. Selection of fencing materials must be approved by the board prior to installation.**

SECTION 9. No outbuilding, tent, shack, garage, trailer, shed, or temporary building of any kind shall be used as a residence, either temporarily or permanently: **with the exception of Accessory Dwelling Units (ADU) that comply with all county and city ordinances.**

ADU's must match the architectural style and use the same materials and color scheme of the main house of the lot and not exceed the lesser of 700 sq ft or the allowed size permitted by city or county code(s). ADU must be placed within the rear yard of the home and not within any easement area.

SECTION 10. Nothing shall be altered in, constructed on, or removed from the common areas except on the written consent of the association and except to the extent the same complies with the requirement of a site plan as preapproved by governmental authorities.

~~SECTION 11. Declarant or the transferees of Declarant shall undertake the work of developing all lots included within the subdivision. The completion of that work, and the sale, rental, or other disposition of residential units is essential to the establishment and welfare of the subdivision as an ongoing residential community. In order that such work may be completed and the subdivision be established as a fully occupied residential community as soon as possible, nothing in this declaration shall be understood or construed to:~~

~~(a) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from doing on any part or parts of the subdivision owned or controlled by Declarant or Declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;~~

(b) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from constructing and maintaining on any part or parts of the subdivision property owned or controlled by Declarant, Declarant's transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the subdivision as a residential community, and the disposition of lots by sale, lease, or otherwise, subject to Section 819.02 of the Volusia County Uniform Zoning Ordinance;

(c) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from conducting on any part or parts of the subdivision property owned or controlled by Declarant or Declarant's transferees or their representatives, the business of completing such work, of establishing the subdivision as a residential community and of disposing of lots by sale, lease, or otherwise; or

(d) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from maintaining such sign or signs on any of the lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or other disposition of subdivision lots. As used in this section, the words "its transferees" specifically exclude purchasers of lots improved with completed residences. Sizes of such sign or signs shall comply with existing County Ordinances.

Section 11: In the event an improvement is damaged or destroyed by casualty, hazard or other loss, then, within a reasonable period of time after such incident by no later than six (6) months, the Owner shall commence to rebuild or repair the damaged improvement and diligently continue such rebuilding or repairing activities to completion. The Owner shall replace the destroyed improvement with an improvement of an identical size, type and elevation as that destroyed unless the prior written consent of the Association is obtained.

SECTION 12. No automobile, truck, boat and trailer, trailer, house trailer, camper, mobile home or other similar vehicle shall be parked on the front yard or on the street (including the right-of-way thereof) overnight for a continuous period of time in excess of twelve (12) consecutive hours ten (10) days, however automobiles shall be allowed to be parked in the driveway and one boat and trailer and/or camper may be parked in the side or rear yards of the lot, Providing said boat & trailer or camper is hidden from the front yard by a wall of the same color & style of brick as the brick on the street front side of the house, subject to Section 811.00 of the **City of Deltona and** Volusia County Uniform Zoning Ordinance. No engine or vehicle of any type will be repaired or assembled in the front, back or side yards within the sight of any residence. Inoperative or partly assembled automobiles or engines must be kept in garages or within structures approved by the developer. The maintaining of

any inoperative automobiles or engines must comply with **City of Deltona and Volusia County Ordinances**. ~~No automobile, truck or other commercial vehicle which contains lettering or advertising thereon or which is identified with a business or commercial activity, shall be parked (for any period of time) or stored or otherwise permitted to remain on any lot except in a garage at the residence, with the exception of up to two cars from visiting friends or family, which shall be allowed for a period of up to ten days at one time, but not more than forty days throughout a 12 month period.~~

SECTION 13. No Unit Owner may alter, modify or change in any way the grade of any land located **on the lot that will change drainage flow from the lot and negatively impact or cause flooding to adjacent lots or common areas** .within a power company easement.

SECTION 14. All lots must conform to Volusia County, road right of-way requirements.

SECTION 15. All Owners shall commence construction of a home on their Lot(s) within one year from the conveyance of title to the owner and construction must be completed within six months of commencement. In the event that owner does not comply with either of these time periods owner agrees to pay to Declarant \$200.00 per week for each week owner is not in compliance with either of the time periods provided in this section. This amount shall be due immediately and may be placed as a lien on owners lot(s). Declarant may waive the said \$200.00 penalty on selected lots.

Section 15: Intentionally left blank

ARTICLE VI

SUBDIVISION GUIDELINES

SECTION 1. **Approval** No buildings, fence, driveway, patio, paved area, wall or other structure shall be commenced, erected or maintained upon the Existing Property and Additions to Existing Property, nor shall any exterior, addition to, change or alteration therein be made until the plans and specifications shall have been submitted to and approved in writing by the Board of the Association Directors of the KENSINGTON ESTATES HOMEOWNERS ASSOCIATION, hereinafter called the "Association". Three (3) copies of all plans and associated data shall be furnished to the Association for its approval, two (2) copies of which will be returned to the builder or buyer.

SECTION 2. **Setback Lines** Setback lines must comply with County ordinances.

SECTION 3. **Review Documents** Plans for structures shall be no less than 1/4" = 1' scale and site and landscape plans 1/8" = 1' scale. Drawings and documents required for review shall consist of the following:

- (a) Floor plan(s) with habitable square footage shown thereon,
- (b) Elevations of all sides of contemplated structure(s)
- (c) Summary specifications list of proposed materials together with samples of exterior materials and colors.

The Builder, Contractor, or his representative will also provide a site plan showing the location of the structure(s), setbacks and major trees over 6" in diameter. The Builder, Contractor, or his representative will also provide preliminary plans indicating plant materials.

SECTION 4. Design Criteria-Structures The following criteria are established as guidelines by the Association for all structures, walls and fences. The Association reserves the right to modify the guidelines in appropriate circumstances at its discretion. It is the intent of this development to encourage as many natural color and textural surfaces as is possible.

(a) **Building Size.**

1. The living floor area of the main structure exclusive of one story open porches and garages shall not be less than 1900 square feet for all lots in the subdivision. On all two story homes the main story shall not be less than 1100 square feet and the second story shall not be less than 800 square feet.
2. Height limitation shall be 35 feet above mean existing grade of the lot

(b) **Exterior Materials.** The following materials are acceptable:

1. Brick in natural earth tones, antique.
2. Vertical or horizontal wood siding stained or bleached.
3. Stone, natural or approved manufacturing.
4. Stucco, natural or earth tones (no stucco brick allowed, except on fireplace chimney).
5. Anodized or painted finish are required on all metal finishes except windows; preferably in earth tones.
6. Exposed roofing shall be clay tile, cement tile, asphalt shingles, slate or other materials as may be approved.
7. No exposed or concrete block finishes will be permitted.

It is required that the exterior of any building that fronts on a street be composed of brick or architectural stucco in the respect any building that corners on the two streets shall have two exterior walls composed of brick or Architectural Stucco. Notwithstanding the foregoing and to the extent economically feasible, it is the desire of the Declarant that the majority of the building be composed of brick or architectural stucco.

(c) All residences must provide a minimum enclosed space to accommodate two normal sized automobiles. The garage must be attached to the house. All garages are to be located on the side or rear of house. No carports will be allowed. Garages must provided for side or rear entry.

(d) ~~Each lot shall have receptacles for garbage in a visually screened area not visible from the road. Trash collection areas, service yards, and similar areas shall not be allowed in front yard areas.~~ **Section D intentionally left blank**

(e) ~~No exposed window air conditioners shall be allowed. All compressors must be completely surrounded on three sides by a wall or barrier, and located in side or rear yard areas. The wall or barrier height must be adequate to completely conceal the compressor from view from the road and the side.~~ **Section E intentionally left blank**

(f) Underground wiring shall be the responsibility of the owner and will be mandatory. All tanks shall be underground where practical or in a screened enclosure in the rear yard only.

(g) All swimming pools must comply with **City of Deltona and Volusia** County ordinances

(h) All entrance gates to screening enclosures must be structured with a self-closing latch placed 40 inches above the ground. All screened enclosures shall meet existing setback requirements.

(i) Dust abatement and erosion control measures shall be provided in all stages of construction to reasonably protect adjoining property.

(j) All changes in plans during construction regarding exterior elements or materials or site plan modification shall be approved by the Association however, said modifications may not violate the restrictions in the R-2 Zoning Regulations of Volusia County.

(k) Roof line profiles shall be gabled ended, hip roofs, shed Particular roofs, or flat built-up roofs. "A-Frame" structures shall not be allowed. attention shall be given to color coordination between roofing materials, fascias, sidings, doors, and other enclosures for compatibility with adjoining homes and/or for the distinction of their design statement.

(l) Screen walls and fences in combination with appropriate landscape material shall be reviewed for compatibility and durability with main structures and effectiveness in providing reasonable visual control. Chain link and other wire fence materials shall be prohibited in all front areas.

(m) Exposed metal chimneys or flues shall not be permitted. **Section M**
intentionally left blank

(n) Construction and location of all mailboxes must be approved by the Association.
Section N **intentionally left blank**

(o) All exposed sheet metal including gutters, down-spouts, flashing and stacks shall be painted in a color coordinated with the main structure.

(p) All undereave areas shall be enclosed or finished with acceptable materials.

SECTION 5. Design Criteria-Landscaping Landscaping should enhance the privacy and beauty of the house. It is also hoped that the natural ground cover of the land can weave throughout the residential development without its impedance by lots totally planted in grass without recognition of the natural elements of the land. The criteria of low maintenance should be respected wherever possible without downgrading the design in any way.

(a) ~~Trees not permitted in landscaping are: Ear tree, China Berry, Australian Pines and Queen Palms (Cocas Plumose).~~ All trees must comply with **City of Deltona and Volusia County Tree Ordinance.**

(b) ~~All front yards shall be sodded with an inground sprinkling system to the pavement in the front of each lot, except for planting beds, natural existing areas which are left natural and underbrushed or areas of planting to be designated by developer.~~ **All landscaping must comply with City of Deltona & Volusia County ordinance.**

(c) No fence or wall or swimming pool enclosure shall be constructed without the permission of the Association.

(d) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements for which a public authority or utility company is responsible or those easements within the property line or utility easement will be maintained by the

homeowner. Those areas designated as common areas shall be maintained by the Association.

(e) Preservation of natural grades and tree cover shall be in every instance of a primary factor in siting of each residence. Trees of 6" diameter or greater shall be maintained where possible, incorporated in the design of the residence. No trees of 6" in diameter or greater shall be removed from the site without the approval of **City of Deltona** and Volusia County.

(f) Driveways shall be of concrete, **brick, cobblestone, or other modern driveway material** and of minimum area to preserve the site. **Changes or expansions to current driveways must be approved by the board. Refinishing with the same material does not need approval.**

(g) All lots shall require in addition to Volusia County's Tree Ordinance requirements, a 2 inch caliper hardwood, either maple, oak, sycamore, gum, birch, or elm, to be planted in the front yard (Olde Kensington Lane shall be deemed to be the front yard for lots facing more than one street frontage). **Section g intentionally left blank**

(h) Color schemes shall be in the earth and natural tones. Pastel pinks, oranges, and other such paint/brick/stucco colors shall not be allowed.

(h): Any new color schemes shall require board approval. Repainting original colors can be done without prior approval.

(i) Site plans of residences including the location of existing foliage over 6" in diameter by size and species, preliminary landscape plans indicating new plant material and species shall be submitted to the Association for compatibility with adjacent sites and sufficiency of new plant material with regard to quality, quantity, and placement. All foliage over 6" in diameter which is to be removed from the site shall be so designated on the preliminary site and landscape plans.

(j) Firewood storage, service yards, meter yards, air conditioning compressor, maintenance sheds, Power Co. transformers and other storage areas shall be screened, fenced or otherwise enclosed and shall be prohibited from the front yard areas. **Section (j) left intentionally blank**

(h) Buyers & Builders shall be responsible for and repair any part of the subdivision infra-structure that they damage such as, but not limited to, sidewalks, curbing and roads.

SECTION 6. Administrative Procedures All requests for approval of building and site plans shall be in writing and signed by the owner or owner-purchaser. All requests for

modification or changes after initial approval has been granted shall likewise be in writing. Approval or disapproval of all requests by the Association will be in writing and verbal approval or disapproval is deemed to be inadequate and unacceptable.

Licensed contractors building in Kensington Estates are presumed to be familiar with these standards and the restrictive covenants and copies of the documents will be furnished the buyer upon closing of the lot sale. All buyers are required to adhere to these standards as a condition of purchase of a residential lot in Kensington Estates. Further, builders and buyers are encouraged to enthusiastically support these design standards in order to ensure the integrity of the development. All builders and buildings must comply with Volusia County Ordinances.

Section 7. Inspection of Work. Upon the completion of any improvement on the lot that required approval by the Association, the Owner shall give written notice of completion. Within thirty (30) days, the Association or its duly authorized agent may inspect the lot to determine if the work was completed in substantial compliance with the approved plans. The Association shall notify the Owner in writing of such noncompliance within thirty (30) days after inspection and notify the Owner of the specific areas of noncompliance and shall require the Owner to remedy the work. If noncompliance exists, the Owner shall remedy the noncompliance within thirty (30) days. If the Owner does not cure the noncompliance, the Board, at its sole option, may either remove the noncomplying improvement or remedy the noncompliance and the Owner shall reimburse the Association, upon demand, for all expenses incurred. If such expenses are not repaid by the Owner, the Board of Directors can levy an Individual Assessment against such Owner and this assessment can be collected in the same manner as regular assessments under Article III herein. If the Association fails to notify the Owner of any noncompliance within thirty (30) days, the improvement shall be deemed to have been made in accordance with the approved plans.

ARTICLE VII

GENERAL PROVISIONS

SECTION 1. Enforcement The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any action for enforcement brought hereunder, the prevailing party shall be entitled to a reasonable attorney's fee, including attorney's fees through appellate proceedings. **Notwithstanding the foregoing, Owners**

shall be responsible for all costs and attorneys fees incurred by Association in the enforcement of its documents, whether or not legal action is filed.

SECTION 2. Severability Invalidation of any one of these covenants or restrictions by judgement or court order shall in nowise affect any other provisions which shall remain in full force and effect.

SECTION 3. Amendment The covenants and Restrictions of this Declaration shall run with and bind the land, ~~for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.~~ This Declaration may be amended by an instrument signed by not less than sixty percent (60%) of the Owners.

Section 4: Remedies: In addition to all other remedies, and to the maximum extent permitted by applicable law, in the sole discretion of the Board of Directors, fines or suspensions may be imposed for failure of an Owner or the Owner's guests, tenants, invitees or residents to comply with any covenant, restriction, rule or regulation contained in the Association's documents.

ARTICLE VIII

WATER UTILITY SERVICE

SECTION 1. Declarant has entered into a water utility service agreement (the "Utility Agreement") with Deltona Utilities, division of Utilities Inc. ("Deltona"). All owners are advised that all lots within the subdivision must be connected to Deltona's central water utility system. In addition all Owners are prohibited from utilizing well water except for irrigation, sprinkler systems, swimming pools and air conditioning uses.

[the following would be updated to current date, time and board members.]

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed in its name by its duly authorized officer, as of the 15th day of April 1990.

Signed, sealed and delivered in the presence of

(county official signature)

KENSINGTON ESTATES INC. of Deltona

By: _____ (president signature)

Stanlee J Smith

President

(county official signature)

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before this 15th day of April, 1990, by Stanlee J. Smith as President of Kensington Estates Inc., of Deltona.

(Notary Public signature & Stamp)