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, it 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.

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 4. Amount of Assessment The amount of the annual assessment by the Property Owners Association shall be determined on an annual basis. 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 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. 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 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 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. 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.

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 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.

Section 5: Intentionally left blank

Section 6: Refer to City of Deltona guidelines on residential animals. No poultry or livestock is permitted to be raised on any lot or common area.

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.

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: 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 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, 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.

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.

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

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) Section D intentionally left blank

(e) 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) Section M intentionally left blank

(n) 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) All trees must comply with City of Deltona and Volusia County Tree Ordinance.

(b) 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) Section g intentionally left blank

(h): Any new color schemes shall require board approval. Repainting original colors can be done without prior approval. Board will have an approved set of colors at request.

(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) 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 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)

_____

(county official signature)

_____

KENSINGTON ESTATES INC. of Deltona

By: _____

President Signature

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before this _____ day of_____, _____, by as President of Kensington Estates Inc., of Deltona.

(Notary Public signature & Stamp)