

COVENANTS, CONDITIONS AND RESTRICTIONS OF BENFIELD MANOR (NOW COMMONLY KNOWN AS KENSINGTON)

1. No lot as shown on Plats of Benfield Manor (now Commonly known as Kensington Community) shall be used for any purpose other than residential use. "Residential use" shall include parks playgrounds and other related uses which are not deemed industrial or commercial by the Board of Directors of the Kensington Community Association.
2. No building or addition to any building shall be placed nearer to the front lot line or nearer to the side street line than shown on the Plats of Kensington Community.
3. Easements for the installation and maintenance of utilities and drainage facilities are hereby expressly reserved along the rear five feet of all lots shown on the recorded plats of Kensington and whenever it is found desirable to properly drain the land and/or the lots nearby, an easement five feet wide is further reserved for storm sewers, surface drains, or other utilities at the side or sides of any or all of the above mentioned lots.
4. No building shall be erected or placed, nor shall any addition be made to any existing building, nor its exterior modified or altered, on any lot until construction plans, specifications and a plan showing the location and elevations of structures on the lot, including all walks and driveways have been submitted to and approved by the Board of Directors of the Kensington Community Association or such committee as the Board may designate. No fence, wall, swimming pool, or structure of any kind shall be placed, modified, or altered on any lot unless similarly approved by the Board of Directors or its designated committee. Upon receipt of a complete set of construction plans, specifications, and locations and elevation plans, along with any other reasonable information the Board or its designated committee may require, the Board or committee shall have thirty (30) days to approve or disapprove the proposed construction, alterations or modifications. Such determination shall be made in writing to the applicant. The Board of Directors shall have the right to refuse to approve any such plans or specifications which are not suitable or desirable in its opinion for aesthetic or other reasons, including a consideration of exterior materials, the harmony of external design and colors with existing structures, and topography and finish grade elevation. Should the Board of Directors or its designated committee fail to approve or disapprove such plans and specifications within thirty (30) days after a complete set of such plans have been submitted to it, approval will not be required and full compliance with this section will be deemed to have occurred. Approval by the Board of Directors or its designated committee shall in no way be construed as relieving a property owner of meeting the requirements of Anne Arundel County.
5. No animals or fowl, including, but not limited to, cattle, swine, horses, chickens, and ducks, shall be kept or bred on any property or lot in Benfield Manor (now commonly known as Kensington Community). This covenant is not meant to restrict the ownership of domestic dogs or cats which are not kept for breeding purposes or sale and are confined on the owner's property. Dogs and cats, when off the owner's property, shall be on a leash.
6. At no time shall any structure of a temporary character such as a trailer, mobile home, tent, or shack be erected for use on any lot as a residence either temporarily or permanently. Temporary or permanent use of any mobile home, garage, barn, shack or other out-building as a residence is likewise prohibited.
7. No noxious or offensive activity shall be carried out upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

8. No sign of any kind shall be displayed to the public, view on any lot except one professional sign of not more than one square foot, or one sign of not more than five square feet advertising the property for sale or rent.

9. At no time shall any lot herein described be stripped of its topsoil or allowed to go to waste by wasting away or be made disorderly in appearance by being excavated for gravel, sand or other material or by having rubbish or trash thrown, dumped or disposed upon it or by allowing bushes, trees, or other vegetation to encroach upon common areas or adjacent lots or otherwise present a nuisance to the community. No lumber, brick, stone, cinder block, concrete block, or other materials used for building purposes shall be stored upon any lot more than a reasonable time for the construction in which they are to be used to be completed. Lot owners are responsible for the maintenance and upkeep of all sidewalks on their lots.

10. The lots above described are designated as a residential area and only a single residence shall be built on each building lot. However, if two adjoining lots are owned by the same lot owner, a single residence may be located on one complete lot and any portion of the adjoining lot which is owned by the same lot owner as shown on the Plats of Benfield Manor (now commonly called Kensington).

11. No poles, towers, or satellite dishes for use with electrical equipment including, but not limited to, television and radio equipment shall be erected in Kensington. Antennae and/or aerials for use with television and radio equipment installed on the roof of any building shall be limited to a height of ten (10) feet above the topmost roof line.

12. Parking of commercial vehicles, recreational vehicles, trailers or boats on the roadways of the community for over five (5) days is prohibited.

13. It is covenanted and agreed that members in good standing of the Kensington Community Association, as defined by the Association's By Laws, shall have the use of the Community Beach, as recorded among the Land Records of Anne Arundel County, along with others entitled to the use thereof, subject to the terms of the Association's By Laws and Rules, including but not limited to the payment of any and all Association assessments for the maintenance, upkeep and/or improvement of said beach property.

14. The foregoing covenants, conditions and restrictions are to run with the land and shall be binding on all parties and persons claiming under them. A majority of the owners of the above described lots in Benfield Manor (now commonly known as Kensington) may amend, expand, cancel, annul or abrogate any or all of these covenants, conditions and restrictions at any time, but an instrument duly executed by a majority of said lot owners must be properly recorded among the Land Records of Anne Arundel County.

15. If the parties hereto or any of them or their successors or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons, who are owners of any of the aforesaid lots situate in Benfield Manor (now commonly known as Kensington) or the Board of Directors of Kensington Community Association on behalf of the Kensington Community Association to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants to either prevent him or them from so doing or to recover damages for such violations.

16. Invalidity of any of these covenants or restrictions by judgment or court shall in no way affect any of the other provisions, which shall remain in full force and effect.