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Carolyn M. Kusler, County Clerk
Wagoner County - State of Oklahoma

PLC5-403B

KENSINGTON RIDGE Final Plat

A PART OF THE SW/4 OF THE SE/4 OF SECTION 11, T-18-N, R-15-E
AN ADDITION TO WAGONER COUNTY, OKLAHOMA

The Declaration of Covenants, Conditions and Restrictions

KENSINGTON RIDGE IS AN AREA OF DISTINCTIVE LANDSCAPE AND NATURAL BEAUTY. IT IS THE DESIRE AND INTENT OF GREEN PROPERTY MANAGEMENT, AN OKLAHOMA CORPORATION ("THE DEVELOPER"), TO CREATE A RESIDENTIAL COMMUNITY IN WHICH SUCH BEAUTY SHALL BE SUBSTANTIALLY PRESERVED AND ENHANCED BY THE CREATION AND ENFORCEMENT OF DEVELOPMENT STANDARDS. SUCH STANDARDS SHALL APPLY TO ALL LOTS LOCATED IN THE SUBDIVISION DESCRIBED AS:

THE SOUTHWEST QUARTER (SW/4) OF THE SOUTHEAST QUARTER (SE/4) OF THE OF SECTION ELEVEN (11) OF TOWNSHIP EIGHTEEN (18) NORTH AND RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN ACCORDING TO THE U.S. GOVERNMENT SURVEY, THEREOF, WAGONER COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SW CORNER OF THE SE/4 OF SAID SEC. 11; THENCE N 01°26'57" W A DISTANCE OF 1318.54 FEET TO THE NW CORNER OF THE SW/4 OF SAID SE/4; THENCE N 88°49'33" E A DISTANCE OF 1317.33 FEET TO THE NE CORNER OF SAID SW/4 SE/4; THENCE S 01°29'19" E A DISTANCE OF 1318.33 FEET TO THE SE CORNER OF SAID SW/4 SE/4; THENCE S 88°48'52" W A DISTANCE OF 1318.24 FEET TO THE POINT OF BEGINNING, AND CONTAINING 39.89 ACRES , MORE OR LESS.

HAS CAUSED THE SAME TO BE ENGINEERED, SURVEYED, STAKED AND PLATTED INTO LOTS, BLOCKS, STREETS AND RESERVE AREAS IN CONFORMITY TO THE ACCOMPANYING PLAT AND SURVEY THEREOF, WHICH PLAT IS MADE A PART HEREOF (THE "PLAT"), AND HAS CAUSED THE SAME TO BE NAMED KENSINGTON RIDGE, AN ADDITION TO WAGONER COUNTY, STATE OF OKLAHOMA (THE "ADDITION").

THE DEVELOPER, BEING THE OWNER OF ALL LOTS AND BLOCKS WITHIN KENSINGTON RIDGE AND DESIRING TO ESTABLISH A COMPATIBLE SYSTEM OF DEVELOPMENT AND PRESERVE THE CHARACTER OF KENSINGTON RIDGE ("THE SUBDIVISION"), DOES HEREBY DECLARE AND ESTABLISH THE FOLLOWING PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS:

ARTICLE I

1.1 PUBLIC STREETS AND UTILITY EASEMENTS. THE DEVELOPER DEDICATES TO THE PUBLIC, FOR PUBLIC USE FOREVER, THE EASEMENTS AND RIGHT-OF-WAYS AS SHOWN ON THE PLAT FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING AND REPLACING ANY AND ALL STREETS AND PUBLIC UTILITIES, INCLUDING BUT NOT LIMITED TO, STORM AND SANITARY SEWER LINES, COMMUNICATION LINES, ELECTRIC POWER LINES, CABLE TELEVISION LINES, TRANSFORMERS, PEDESTALS, GAS AND WATER LINES, TOGETHER WITH ALL FITTINGS AND EQUIPMENT FOR EACH SUCH FACILITY AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHT OF INGRESS AND EGRESS TO AND UPON SAID EASEMENTS AND RIGHT-OF-WAYS FOR THE USES AND PURPOSES THEREOF.

1.2 UNDERGROUND AND ELECTRIC AND COMMUNICATION SERVICE. IN CONNECTION WITH THE INSTALLATION OF UNDERGROUND ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES, ALL LOTS ARE SUBJECT TO THE FOLLOWING:

A UNDERGROUND SERVICE CABLES TO ALL HOUSES WHICH MAY BE LOCATED ON ALL LOTS IN SAID ADDITION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH HOUSE AS MAY BE LOCATED UPON EACH SAID LOT; PROVIDED THAT UPON THE INSTALLATION OF SUCH A SERVICE CABLE TO A PARTICULAR HOUSE, THE SUPPLIER OF ELECTRIC SERVICE, TELEPHONE OR CABLE TELEVISION SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON EACH LOT COVERING A FIVE FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF SUCH SERVICE CABLE EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON SAID HOUSE.

B. THE SUPPLIER OF ELECTRIC, TELEPHONE, AND CABLE TELEVISION SERVICE, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENT WAYS SHOWN ON THE PLAT OR PROVIDED FOR IN THIS DEDICATION FOR THE PURPOSES OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF SAID UNDERGROUND ELECTRIC, TELEPHONE, OR CABLE TELEVISION SO INSTALLED BY IT.

C. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, AND CABLE TELEVISION FACILITIES LOCATED ON SUCH OWNER'S PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE OR CABLE TELEVISION FACILITIES. SUCH UTILITY COMPANY WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND ELECTRIC, TELEPHONE, OR CABLE TELEVISION FACILITIES, BUT THE OWNER WILL PAY FOR THE DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, ITS AGENTS OR CONTRACTORS.

D. THE FOREGOING COVENANTS CONCERNING UNDERGROUND ELECTRIC, TELEPHONE, AND CABLE TELEVISION FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE OR CABLE TELEVISION SERVICE, AND THE OWNER OF EACH LOT AGREES TO BE BOUND THEREBY.

1.3 UNDERGROUND GAS SERVICE. UNDERGROUND SERVICE LINES TO ALL HOMES MAY BE RUN FROM THE NEAREST SERVICE CONNECTION TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF THE HOME; PROVIDED, THAT UPON THE INSTALLATION OF SUCH A SERVICE LINE TO A HOME, THE SUPPLIER OF GAS SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON SAID LOT, COVERING A FIVE FOOT (5') STRIP EXTENDING 2.5 FEET ON EACH SIDE OF SUCH SERVICE LINE, EXTENDING FROM THE SERVICE CONNECTION TO THE SERVICE ENTRANCE ON THE HOME. ALL GAS METERS SHALL BE PHYSICALLY LOCATED AT OR NEAR THE SERVICE ENTRANCE TO THE HOME.

A. THE SUPPLIER OF GAS SERVICE, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENTWAYS SHOWN ON THE PLAT, OR PROVIDED FOR IN THIS DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF SAID UNDERGROUND GAS FACILITIES SO INSTALLED BY IT.

B. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED ON ITS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID GAS FACILITIES. THE SUPPLIER OF GAS SERVICES WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND GAS FACILITIES, BUT SUCH OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED BY ACTS OF SUCH OWNER OR ITS AGENTS OR CONTRACTORS.

C. THE FOREGOING COVENANTS CONCERNING UNDERGROUND GAS FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

1.4 WATER, SANITARY AND STORM SEWER. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS AND SANITARY/STORM SEWER FACILITIES LOCATED ON SUCH OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADES FROM THE ORIGINAL CONTOURS OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID FACILITIES. SAID ALTERATION OF GRADE RESTRICTIONS SHALL BE LIMITED TO EASEMENT AREAS.

A. RURAL WATER DISTRICT NO.3, WAGONER COUNTY, OR AS THE CASE MAY BE, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF ITS PUBLIC WATER LINE MAINS, BUT THE OWNER OF EACH LOT WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS. RURAL WATER DISTRICT NO.3, WAGONER COUNTY SHALL HAVE THE RIGHT OF ACCESS WITH ITS EQUIPMENT TO ALL EASEMENT WAYS SHOWN ON THE PLAT FOR INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF ITS UNDERGROUND WATER LINE FACILITIES. THE FOREGOING COVENANTS CONCERNING WATER LINE FACILITIES SHALL BE ENFORCEABLE BY RURAL WATER DISTRICT NO.3, WAGONER COUNTY, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

1.5 LIMITS OF NO ACCESS. THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHT OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO E 81ST ST S, WITHIN THE BOUNDS DESIGNATED AS LIMITS OF NO ACCESS (LNA) AS SHOWN ON THE ATTACHED PLAT, WHICH LIMITS OF NO ACCESS MAY BE MODIFIED, AMENDED, OR RELEASED BY THE CONCURRING APPROVAL OF TULSA COUNTY, OR ITS SUCCESSOR, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO. THE FOREGOING COVENANT CONCERNING LIMITS OF NO ACCESS SHALL BE ENFORCEABLE BY TULSA COUNTY, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

1.6 LANDSCAPE AND PAVING REPAIR. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE REPAIR AND REPLACEMENT OF ANY LANDSCAPING AND PAVING LOCATED WITHIN THE UTILITY EASEMENTS IN THE EVENT IT IS NECESSARY TO REPAIR ANY UNDERGROUND WATER, SANITARY SEWER MAINS, STORM SEWERS, ELECTRIC, NATURAL GAS, TELEPHONE, OR CABLE TELEVISION SERVICE. NO LOT OWNER SHALL PLANT ANY TREES OR SHRUBBERY IN DEDICATED UTILITY EASEMENTS OR RIGHT-OF-WAYS WHICH WOULD POTENTIALLY ENDANGER, THREATEN, OR HARM ANY UTILITIES LOCATED WITHIN SAID EASEMENTS OR RIGHT-OF-WAYS. IF IT IS DETERMINED THAT ANY TREES OR SHRUBBERY LOCATED WITHIN SAID EASEMENTS OR RIGHT-OF-WAYS ARE DAMAGING OR ENDANGERING UTILITIES IN SAID EASEMENTS OR RIGHT-OF-WAYS, THE UTILITY PROVIDER SHALL HAVE THE RIGHT TO REMOVE SAID TREES OR SHRUBBERY UPON FIVE (5) DAYS NOTICE THEREOF AT THE LOT OWNER'S EXPENSE, OR WITHIN SUCH TIME THE LOT OWNER MAY REMOVE SAME.

1.7 RESERVE AREAS. RESERVE AREAS "A" AND "B" WILL BE FOR STORM WATER DRAINAGE FACILITIES AND LANDSCAPING THAT WILL BE DEEDED TO AND MAINTAINED BY THE "KENSINGTON RIDGE ASSOCIATION" PROPERTY OWNERS ASSOCIATION AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF TULSA COUNTY, OKLAHOMA. NO WALL, FENCE, BUILDING OR OTHER STRUCTURE SHALL BE PLACED OR MAINTAINED IN THE EASEMENT AREA, NOR SHALL THERE BE ANY ALTERATION OF GRADE OR CONTOURS IN THE EASEMENT AREA UNLESS APPROVED BY TULSA COUNTY, OKLAHOMA.

ARTICLE II
RESIDENTIAL DWELLING AND LOT IMPROVEMENTS

2.1 DWELLINGS. UNLESS WAIVED BY THE DEVELOPER IN WRITING, THE FOLLOWING STANDARDS SHALL APPLY TO ALL DWELLINGS IN THE SUBDIVISION:

A. DWELLING SIZE. ALL SINGLE STORY DWELLINGS SHALL HAVE A MINIMUM LIVING SPACE OF AT LEAST 2500 SQUARE FEET. DWELLINGS IN EXCESS OF A SINGLE STORY SHALL HAVE A MINIMUM LIVING SPACE OF 2500 SQUARE FEET. SQUARE FOOTAGE SHALL BE COMPUTED ON MEASUREMENTS OVER FRAME OF THE LIVING SPACE, EXCLUSIVE OF PORCHES, PATIOS, AND GARAGES.

B. MASONRY. ALL DWELLINGS SHALL HAVE AT LEAST EIGHTY PER CENT (80%) OF THE EXTERIOR WALLS THEREOF COMPRISED OF BRICK OR STONE. THE FRONT EXTERIOR WALLS OF THE DWELLING SHALL BE ONE HUNDRED PERCENT (100%) COMPRISED OF BRICK OR STONE TO THE FIRST FLOOR PLATE LINE; PROVIDED, HOWEVER, THAT THE AREA OF ALL WINDOWS, COVERED PORCHES AND DOORS LOCATED IN THE EXTERIOR WALLS SHALL BE EXCLUDED IN THE DETERMINATION OF THE AREA OF SAID EXTERIOR WALLS. ON CORNER LOTS, THERE SHALL BE A WAINSCOT OF MASONRY ALONG THE SIDE OF THE HOUSE THAT FACES THE STREET. IN ALL CASES, THE MASONRY SHALL EXTEND TO THE GROUND LINE, WHEREBY THE FOUNDATION SHALL BE CONCEALED. IN PARTICULAR CASES, THE DEVELOPER RESERVES THE RIGHT TO PERMIT DRYVIT BRAND OR SIMILAR EXTERIOR CONSTRUCTION MATERIAL IN LIEU OF BRICK OR STONE.

C. GARAGES. ALL DWELLINGS SHALL HAVE ATTACHED GARAGES SUITABLE FOR ACCOMMODATING A MINIMUM OF TWO (2) STANDARD SIZE AUTOMOBILES. ALL GARAGES SHALL BE ACCESSED BY AN OVERHEAD GARAGE DOOR. CARPORTS SHALL NOT BE PERMITTED. ALL GARAGE DOORS FACING STREET WILL BE OVERLAID IN A SURFACE/MATERIAL MATCHING HOUSE EXTERIOR.

D. PATIO COVERS. ALL PATIO COVERS SHALL BE AN INTEGRAL PART OF THE RESIDENCE SUCH THAT THEY ARE CONTAINED WITHIN THE ROOFLINE AND SHALL BE CONSTRUCTED WITH THE SAME DESIGN, SHINGLE COLOR AND MATERIALS AS THE RESIDENCE.

E. DRIVEWAYS. ALL DRIVEWAYS INTO A LOT FROM ANY STREET SHALL BE CONSTRUCTED OF CONCRETE AND SHALL NOT BE LESS THAN FOURTEEN (14) FEET IN WIDTH AND SHALL EXTEND TO THE EDGE OF THE STREET SURFACE MATERIAL. EACH DRIVEWAY WILL HAVE EITHER A PLAIN CONCRETE OR BROOMED APPROVED BY THE DEVELOPER. ALL DRIVEWAYS THE HEADWALL WILL BE CONSTRUCTED OF MASONRY TO MATCH THE BRICK OF THE HOME. ALL FINISHED HEADWALLS WILL HAVE MINIMUM LIGHTING REQUIREMENTS OF TWO LAMPS/LIGHTING FIXTURES. THE DRAINAGE CULVERTS UNDERNEATH THE DRIVEWAYS SHALL BE ROUND HDDE POLY. THE ENDS OF SUCH CULVERTS SHALL NOT EXTEND BEYOND THE HEADWALLS.

F. MAILBOXES. ALL MAILBOXES SHALL BE CAST ALUMINUM OR CAST IRON, BLACK IN COLOR AND SHALL BE AMES DESIGN, MODEL AND DESIGN PROVIDE BY DEVELOPER.

G. ROOF PITCH; MATERIALS. THE ROOF OF THE DWELLING SHALL HAVE A PITCH OF AT LEAST 10/12. ROOF MATERIALS SHALL BE HERITAGE II OR EQUAL COMPOSITION SHINGLES AND SHALL BE DARK EARTH TONE IN COLOR TO RESEMBLE WEATHERED WOOD.

H. SODDING; LANDSCAPING. UPON COMPLETION OF CONSTRUCTION OF ANY RESIDENCE, THE OWNER SHALL BE RESPONSIBLE FOR CAREFULLY RE-ESTABLISHING THE FINAL GRADE OF THE BAR DITCH TO PERMIT THE FREE FLOW OF STORMWATER. THE BAR DITCH SHALL BE FULLY SODDED UP TO THE EDGE OF THE STREET SURFACE MATERIAL. THE FRONT YARD OF EACH LOT MUST BE FULLY SODDED. CORNER LOTS, HOWEVER, MUST BE FULLY SODDED UP TO THE EDGE OF THE STREET SURFACE ALONG THE BAR DITCH ON BOTH SIDES OF THE LOT AND SHALL BE FULLY SODDED ON FRONT, BACK AND SIDE YARDS. EACH LOT SHALL HAVE A PROFESSIONAL LANDSCAPE PACKAGE INSTALLED IN THE FRONT YARD UPON COMPLETION OF THE CONSTRUCTION OF ANY RESIDENCE.

I. WINDOWS. ALL WINDOWS WILL BE VINYL CONSTRUCTION ONLY.

J. CHIMNEYS. NO VISIBLE CHIMNEYS WILL BE ALLOWED UNLESS CONSTRUCTED WITH MASONRY.

2.2 APPROVAL OF PLANS. FOR THE PURPOSE OF FURTHER INSURING THE DEVELOPMENT OF THE SUBDIVISION AS AN AREA OF HIGH STANDARDS, THE DEVELOPER RESERVES THE POWER TO CONTROL THE BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS PLACED ON EACH LOT, AS WELL AS TO MAKE SUCH EXCEPTIONS TO THESE COVENANTS AS THE DEVELOPER SHALL DEEM NECESSARY AND PROPER. IN ITS REVIEW OF PLANS OR CONSIDERATION OF ANY REQUEST FOR WAIVER HEREIN AUTHORIZED, THE DEVELOPER MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE CONSTRUCTED, AND THE HARMONY THEREOF WITH THE SURROUNDING AREA.

A. THE DEVELOPER SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE HEREUNDER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OF OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING, DRAINAGE, RESTRICTIVE COVENANT COMPLIANCE OR CODE COMPLIANCE. THE APPROVAL, DISAPPROVAL, OR FAILURE TO APPROVE OF ANY BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTIONS, UNLESS THE DEVELOPER IS HEREIN AUTHORIZED TO GRANT THE WAIVER AND THE DEVELOPER DID, IN FACT, GRANT THE WAIVER. IT IS THE RESPONSIBILITY OF EACH LOT OWNER, AND NOT THE DEVELOPER, TO INSURE THAT SUCH OWNER'S GRANTOR AND/OR BUILDER HAS CAUSED THE SUBJECT LOT, AND ALL IMPROVEMENTS THERETO, TO BE IN FULL COMPLIANCE WITH ALL RELEVANT COVENANTS AND RESTRICTIONS IMPOSED UPON THE SUBDIVISION.

B. THE RESPECTIVE OWNER OF EACH DWELLING AND THE OWNER'S BUILDER SHALL BE RESPONSIBLE FOR ALL STRUCTURAL DESIGN, GEOTECHNICAL DESIGN, GRADING, DRAINAGE, AND ALL OTHER STRUCTURAL ASPECTS OF THE DWELLING INDEPENDENT OF THE DEVELOPER AND THE DEVELOPER'S ENGINEER. SAID OWNER AND BUILDER SHALL CONSTRUCT ALL ASPECTS OF THE DWELLING IN ACCORDANCE WITH ALL FEDERAL, STATE, AND TULSA COUNTY BUILDING CODES.

2.3 SET-BACK LINES. NO BUILDINGS, OUTBUILDINGS, STRUCTURES, OR PARTS THEREOF SHALL BE CONSTRUCTED OR MAINTAINED ON LOTS NEARER TO THE PROPERTY LINES THAN THE SET-BACK LINES PROVIDED HEREIN OR SHOWN ON THE ACCOMPANYING PLAT. UNLESS OTHERWISE PROVIDED BY EASEMENT OR SET-BACK LINES SHOWN ON THE ACCOMPANYING PLAT, THE MINIMUM BUILDING SET- BACK LINES FOR DWELLINGS OR OTHER OUTBUILDING STRUCTURES SHALL BE:

FRONT YARD: 35 FEET
SIDE YARD: 15 FEET
OTHER SIDE YARD: 15 FEET
BACK YARD: 25 FEET

2.4 FENCES. THE FOLLOWING RESTRICTIONS SHALL PERTAIN TO FENCING: NO FENCE OR WALL SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT NEARER THE STREET THAN THE MINIMUM SET-BACK LINES ESTABLISHED HEREIN. NO FENCE SHALL BE ERECTED ON ANY LOT CLOSER TO ANY STREET THAT THE MAIN STRUCTURE WITHOUT THE WRITTEN APPROVAL OF THE DEVELOPER, AND NO FENCE ON ANY LOT SHALL EXCEED FOUR (4) FEET IN HEIGHT WITHOUT THE WRITTEN APPROVAL OF THE DEVELOPER. NO FENCES SHALL BE CONSTRUCTED ON OVERLAND DRAINAGE EASEMENTS OR UPON WALKWAY OR ACCESS EASEMENTS WHICH IN THE OPINION OF THE DEVELOPER WOULD IMPAIR OR HINDER THE INTENDED USE THEREOF.

IN ADDITION TO ALL FENCING RESTRICTIONS SET FORTH IN THE PARAGRAPH ABOVE, THE FOLLOWING FENCING RESTRICTIONS SHALL APPLY TO ALL LOTS:

A. IN THE EVENT A FENCE IS ERECTED UPON A LOT, SUCH FENCE SHALL BE A "WOOD POST AND RAIL" STRUCTURE WITH BLACK VINYL CHAIN LINK THEREON. NO PRIVACY FENCES ALLOWED, EXPECT FOR SCREENING FENCES INSTALLED BY THE DEVELOPER AND OR LIMITED PRIVACY FENCES INSTALLED IN BACKYARDS, SUCH PRIVACY FENCES MUST BE APPROVED BY THE DEVELOPER PRIOR INSTALLATION. THE DEVELOPER RESERVES THE RIGHT TO ENTER UPON SUCH LOTS IN ORDER TO MAINTAIN, REPAIR SUCH FENCING IN A MANNER WHICH THE DEVELOPER, IN ITS SOLE DISCRETION, BELIEVES TO BE REASONABLE AND APPROPRIATE, AND THE COST THEREOF SHALL BE CHARGED BACK TO THE LOT OWNER AS A LIEN AND SHALL BE GOVERNED BY PARAGRAPH 3.2 THEREOF. ALL FENCES MUST BE ERECTED BY PROFESSIONAL FENCE BUILDER.

2.5 OUTBUILDINGS. ALL OUTBUILDINGS WILL MATCH THE HOME EXTERIOR AND WILL BE APPROVED BY A DESIGN COMMITTEE CONSISTING OF THREE BUILDERS AS DETERMINED BY THE DEVELOPER. ALL SUCH OUTBUILDINGS SHALL HAVE A MINIMUM FLOOR AREA OF 500 SQUARE FEET. NO OUTBUILDING CONSTRUCTED ELSE WHERE SHALL BE MOVED INTO KENSINGTON RIDGE.

2.6 ANTENNAE. NO TELEVISION, RADIO, OR OTHER ANTENNAE OR RECEPTION DEVICES, OTHER THAN AN EIGHTEEN (18) INCH OR SMALLER TELEVISION SATELLITE DISH, SHALL BE CONSTRUCTED OR MAINTAINED ON ANY LOT WITHOUT THE WRITTEN APPROVAL OF THE DEVELOPER.

2.7. LANDSCAPING. EACH BUILDER WILL CONTRIBUTE A MINIMUM OF $1,500.00 PER HOME FOR LANDSCAPING. AT LEAST TWO TREES WILL BE PART OF THIS INVESTMENT.

2.8. POOLS NO ABOVE GROUND POOLS WILL BE PERMITTED.

ARTICLE III
LOT USE AND RESTRICTIONS

3.1 LOT USE. LOTS SHALL BE USED ONLY FOR RESIDENTIAL SINGLE-FAMILY PURPOSES. NO RESIDENTIAL LOT SHALL BE USED FOR ANY BUSINESS, COMMERCIAL OR MANUFACTURING PURPOSE; PROVIDED, HOWEVER, THE DEVELOPER MAY PERMIT A MODEL HOME OR SIMILAR SALES OFFICE TO BE IMPLEMENTED AND MAINTAINED BY A BUILDER FOR A FIXED TIME PERIOD, AT THE DEVELOPER'S SOLE DISCRETION. NO RESIDENTIAL LOT MAY BE SUBDIVIDED TO ACCOMMODATE TWO OR MORE SEPARATE OWNERS OR DWELLINGS. NO STRUCTURE SHALL BE PLACED, ALTERED, ERECTED OR PERMITTED TO REMAIN ON ANY RESIDENTIAL LOT WHICH EXCEEDS TWO (2) STORIES IN HEIGHT. NO DWELLING NOT MEETING A SPECIFIC BUILDING CODE IDENTIFIED BY THE DEVELOPER MAY BE MOVED ONTO A RESIDENTIAL LOT. NO STRUCTURE OF A TEMPORARY CHARACTER MAY BE USED AS A RESIDENCE. NO DWELLING CONSTRUCT ELSE WHERE SHALL BE MOVED INTO KENSINGTON RIDGE. NO MOBILE HOME SHALL BE MOVED INTO OR BE PRESENT IN KENSINGTON RIDGE, EXCEPT THAT THE DEVELOPER OR ITS DESIGNEE(S) MAY USE SUCH A MOBILE HOME AS A TEMPORARY SALES OFFICE.

3.2 NOISE/NUISANCE. NO NOXIOUS OR OFFENSIVE ACTIVITY OF ANY SORT SHALL BE PERMITTED NOR SHALL ANYTHING BE DONE ON ANY RESIDENTIAL LOT WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE SUBDIVISION. NO EXTERIOR SPEAKER, HORN, WHISTLE, BELL OR LIGHT WHICH IS AUDIBLE OR VISIBLE FROM ANY PROPERTY OTHER THAN THE PROPERTY ON WHICH IT IS LOCATED SHALL BE PERMITTED IN THE SUBDIVISION, EXCEPT SECURITY AND FIRE DEVICES USED EXCLUSIVELY FOR SECURITY AND FIRE PURPOSES, SHALL BE LOCATED, USED OR PLACED ON A RESIDENTIAL LOT. ACTIVITIES EXPRESSLY PROHIBITED ON RESIDENTIAL LOTS ARE THOSE WHICH MAY BE OFFENSIVE BY REASON OF ODOR, FUMES, DUST, SMOKE, NOISE, VISION, VIBRATION, OR POLLUTION, OR WHICH ARE HAZARDOUS BY REASON OF EXCESSIVE DANGER, FIRE, OR EXPLOSION.

3.3 ANIMALS. NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE KEPT ON ANY RESIDENTIAL LOT EXCEPT FOR DOMESTICATED DOGS AND CATS ONLY. PROVIDED, HOWEVER, THAT NO MORE THAN FOUR (4) ADULT DOGS SHALL BE MAINTAINED ON ANY RESIDENTIAL LOT. EXCESSIVE BARKING BY ANY DOG SHALL AT ANY TIME BE CONSTRUED AS A NUISANCE. THE BOARD OF DIRECTORS OF THE KENSINGTON RIDGE ASSOCIATION, BE DEEMED A NUISANCE AND IMMEDIATELY SUBJECT THE DOG TO IMPOUND AND THE OWNER THEREOF TO A FINE IN AN AMOUNT LEVIED BY THE ASSOCIATION'S BOARD OF DIRECTORS. THE AMOUNT OF SUCH FINE SHALL BECOME A LIEN UPON THE OWNER'S LOT AND GOVERNED BY PARAGRAPH 3.2 HEREOF. ANIMALS SHALL NOT BE KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSES AND SHALL NOT BE PERMITTED ON ANY LOT WHICH DOES NOT CONTAIN A DWELLING BEING USED AS A RESIDENCE. NO KENNELS ARE PERMITTED. ALL ANIMALS MUST BE FENCED IN OR KEPT ON A LEASH. ANIMAL SHELTERS SHALL BE SCREENED FROM VIEW FROM ANY STREET UNLESS BUILT IN CONFORMITY TO THE REQUIREMENT FOR OUTBUILDINGS HEREIN. ANIMALS SHALL NOT BE PERMITTED TO ROAM ON THE RESERVE AREAS, AND AT THE OPTION OF THE DEVELOPER OR THE ASSOCIATION, STEPS MAY BE TAKEN TO CONTROL ANY ANIMALS NOT UNDER THE IMMEDIATE CONTROL OF THEIR OWNERS, INCLUDING THE RIGHT TO IMPOUND SUCH ANIMALS AND TO CHARGE FEES FOR THEIR RETURN.

3.4 LOT MAINTENANCE. ALL RESIDENTIAL LOTS SHALL BE KEPT AT ALL TIMES IN A NEAT, ATTRACTIVE, HEALTHFUL AND SANITARY CONDITION, AND THE OWNER OR OCCUPANT OF ALL RESIDENTIAL LOTS SHALL KEEP ALL WEEDS AND GRASS THEREON CUT AND SHALL IN NO EVENT USE ANY RESIDENTIAL LOT FOR STORAGE OF MATERIALS OR EQUIPMENT EXCEPT FOR NORMAL RESIDENTIAL REQUIREMENTS OR INCIDENT TO CONSTRUCTION OF IMPROVEMENTS THEREON AS HEREIN PERMITTED, OR PERMIT THE ACCUMULATION OF GARBAGE, TRASH OR RUBBISH OF ANY KIND THEREON. ALL YARD EQUIPMENT OR STORAGE PILES SHALL BE KEPT SCREENED FROM VIEW OF NEIGHBORING LOTS, STREETS OR OTHER PROPERTY. THE DEVELOPER RESERVES THE RIGHT FOR ITS AGENTS OR DESIGNEES TO ENTER UPON ANY RESIDENTIAL LOT FOR THE PURPOSE OF MAINTENANCE IF A LOT IS NOT BEING MAINTAINED IN A MANNER ACCEPTABLE TO THE DEVELOPER. THE COST OF SUCH MAINTENANCE SHALL BECOME A LIEN UPON SUCH LOT AND GOVERNED BY PARAGRAPH 3.2 HEREOF.

3.5 WIND GENERATORS. SOLAR COLLECTORS. NO WIND GENERATORS OR SOLAR COLLECTORS SHALL BE INSTALLED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE DEVELOPER.

3.6 CLOTHES LINES. THE DRYING OF CLOTHES IN PUBLIC VIEW IS PROHIBITED.

3.7 AIRCRAFT. NO HELICOPTERS, HOVERCRAFT, OR OTHER AIRCRAFT SHALL BE LANDED, STORED OR PARKED WITHIN THE SUBDIVISION.

3.8 AIR CONDITIONING REQUIREMENTS. NO WINDOW OR WALL-TYPE AIR CONDITIONING UNITS SHALL BE PERMITTED.

3.9 STORAGE. NO OUTSIDE STORAGE OR KEEPING OF BUILDING MATERIALS, TRACTORS, MOWERS, EQUIPMENT, IMPLEMENTS OR SALVAGE SHALL BE PERMITTED. BUILDING MATERIALS MAY BE STORED FOR A PERIOD OF THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION. CONSTRUCTION SHALL BE COMPLETED WITHIN NINE (9) MONTHS AFTER THE POURING OF THE FOOTING.

3.10 VEHICLES. MOTORCYCLES. NO VEHICLE, MOTORCYCLE, OFF ROAD MOTORCYCLE, MOTOR BIKE, RECREATIONAL VEHICLE, TRAILER, BOAT, OR RECREATIONAL WATERCRAFT, WHETHER OR NOT OPERABLE, (COLLECTIVELY REFERRED TO AS "VEHICLES") SHALL BE KEPT, PARKED, STOOD OR STORED ON ANY YARD OR GRASS. SUCH VEHICLES SHALL BE KEPT IN A GARAGE OR ON A CONCRETE DRIVEWAY OR CONCRETE PAD. RESIDENTS' VEHICLES (OR VEHICLES UNDER THEIR DOMINION AND CONTROL) SHALL NOT BE PARKED OR STOOD IN ANY STREET FOR MORE THAN 24 HOURS DURING ANY 48 HOUR PERIOD. IT IS INTENDED THAT LOT OWNERS KEEP THEIR RESPECTIVE GARAGES FREE FROM CLUTTER AND DEBRIS SO THAT GARAGES MAY BE CONSISTENTLY USED FOR THE PARKING AND/OR STORAGE OF AUTOMOBILES AND TRUCKS.

3.11 SIGNS. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY RESIDENTIAL LOT, EXCEPT ONE SIGN OF NOT MORE THAN FIVE (5) SQUARE FEET ADVERTISING THE SALE OR RENT OF SAID PROPERTY, OR SIGNS OF THE SAME SI