

DECLARATION OF RESTRICTIONS, EASEMENTS
AND PROTECTIVE COVENANTS IMPOSED UPON
TIPPING ROCK, EAST GREENWICH, RHODE ISLAND

WHEREAS, Wings Financial Marketing, Inc., a Rhode Island corporation (hereinafter referred to as the "Developer") is seized in fee simple of a parcel of land containing approximately 80 acres located on Shippee Road in the Town of East Greenwich, Rhode Island comprising all of the premises which were conveyed to them by those certain deeds from Peter J. Searles, Inc., dated January 11, 1988 and recorded in the Records of Land Evidence in the Town of East Greenwich in Deed Book 126 at Page 302 and from Future Development Corporation dated January 11, 1988 recorded in Records of Land Evidence in the Town of East Greenwich in Book 126 Page 313, and as successor in title, herein Developer desires to amend those certain restrictions imposed by its predecessors in title and by assignments, duly recorded, has the right to do so; and

WHEREAS, the Developer has divided out certain lots that front on Shippee Road and the Developer further intends to subdivide the remaining acreage into separate residential house lots (hereinafter the aforesaid subdivision is referred to as the "Subdivision" and the frontage lots and the lots in the Subdivision are collectively referred to as the "Lots" and individually as a "Lot"); and

WHEREAS, it is the desire and intention of the Developer to impose certain protective covenants and restrictions on the Subdivision, and each of the Lots in order to provide for and insure the orderly development of the Subdivision in accordance with the desired objectives of the Developer.

NOW THEREFORE, the Developer does hereby declare and covenant that the covenants and restrictions hereinafter set forth shall be deemed and considered to be covenants running with the Lots and that said covenants and restrictions shall be binding upon all persons and corporations holding title under deeds from the Developer to any Lot and the Developer shall be entitled to enforce said covenants and restrictions by resort to legal process if such action becomes necessary.

COVENANTS AND RESTRICTIONS

1. Single Family Residence Only. Each Lot shall be used for the purpose of constructing a single family residence thereon and for no other purpose. Except as herein otherwise provided, **no structure shall be erected, altered, or permitted to remain on any Lot other than one single family residence.**
2. Set Back for all Structures. All structures shall comply with the setback and yard requirements provided in the Town of East Greenwich, Rhode Island Zoning Ordinance.

3. Resubdividing or Platting. No Lot shall be subdivided at any time and each Lot shall be held by the owner thereof as one entire parcel and shall not be sold or conveyed except as one whole and undivided parcel.

4. No dwelling house shall be constructed having less than Twenty Six Hundred (2,600) square feet of finished living space, exclusive of garages, basements and cellars. No building shall be erected or reconstructed upon said premises unless or until the plat plan showing the proposed location of said building and structure shall have been approved in writing by the Developer, its agent or nominee, and a true copy of said plans, specifications and details, shall have been lodged permanently with the Developer, its agent or nominee. No plan shall be approved that does not provide for a minimum two (2) car garage. The Architectural features and exterior installations and materials of the buildings must be approved by the Developer, its agent or nominee.

5. No Parking of Vehicles, Boats, Etc. **No parking of vehicles, boats, trailers on any Lot except in an enclosed garage.**

6. No animals, livestock, or poultry of any kind or description shall be kept, maintained, raised, or boarded on the granted premises (excepting any household pets of the usual type, such as cats and dogs, but **no more than (2) cats and two (2) dogs.**

7. Air Conditioners. The installation and use of **window-type air conditioning units is prohibited.**

8. Storage of Fuel Tanks, Garbage, and Trash Receptacles. All tanks, cylinder, or containers for the storage of liquefied petroleum, gas, or other fuel, garbage, or trash, shall be underground or in closed receptacles or garages, [except according to RIDEM restrictions regarding underground fuel tanks], said receptacles to be consistent with the architecture of the house and character of the neighborhood.

9. Invalidity of Part. The invalidation of any one of the terms of provisions of these Covenants and Restrictions by judgment or court order shall in no way effect any other provisions, which provisions shall remain in full force and effect. In the event any term or provision of these Covenants and Restrictions is adjudged invalid, then in lieu thereof shall be substituted a term or provisions which is valid and enforceable and is as similar as possible to the one adjudged valid.

10. Headings. The paragraph headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions or interpretation or construction.

11. Approval of Developer. Whenever the approval of the Developer is required by these Covenants and Restrictions, no action requiring such approval shall be commenced or undertaken until after a request in writing has been submitted to the Developer. The request shall be sent to Developer at 1220 Pontiac Avenue, Suite 203, Cranston, Rhode Island 02920 by Registered or Certified Mail with return receipt requested. If the Developer fails to act on any such written request within thirty (30) days after the date of receipt by the Developer, the approval of the Developer to the particular action sought shall be presumed; however, no action shall be taken by or on behalf of the person or persons submitting the written request which violates any of these Covenants and Restrictions.

12. Evidence of Approval. Whenever approval by Developer is required in these Covenants and Restrictions, same shall mean approval of any officer of Developer as evidence by a certificate or other writing signed by an officer of Developer.

13. Developer May Designate a Substitute. The Developer shall have the sole and exclusive right at any time, and from time to time, to transfer and assign to, or to withdraw from, such person, firm, corporation or committee of Lot owners as it shall elect, any or all rights, powers, privileges, authorities, and reservations given to or reserved by the Developer under these provisions, the same shall be vested in and be exercised by a committee to be elected or appointed by the owners of a majority of the Lots. Nothing herein contained, however, shall be construed as conferring any rights, powers, privileges, authorities, or reservations in said committee except in the event aforesaid. The term "Developer" as used herein shall include the person or entity identified on the first page as Developer and its successors or assigns.

14. Amendments or Additional Restrictions. Prior to the conveyance of 75% of the lots referred to herein, the Developer reserves and shall have the sole right (a) to amend these Covenants and Restrictions as the Developer deems appropriate in its sole discretion, (b) to amend these covenants and Restrictions for the purpose of curing any ambiguity in or any inconsistency between these provisions, and (c) to release any Lot from any part of these Covenants and Restrictions which have been violated if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation, and so long as amendments or additional restrictions are consistent with the quality and character of the neighborhood.

15. The name of the development which will incorporate all of the Lots shall be known as "Tipping Rock".

16. There is hereby created a "TIPPING ROCK HOMEOWNERS ASSOCIATION" to which all property owners are members. The purpose of which is the maintaining of the open space areas located on said subdivision, and any amenities thereon, and **for the purpose of developing and promoting a safe, healthful and harmonious community.** Said area is designed so that each lot owner has an interest, and for the general use and benefit of all lot owners; each

and every lot owner in accepting a deed for any lot upon said subdivision, agrees to and shall be a member of and be subject to the obligations and duly enacted by-laws of "TIPPING ROCK HOMEOWNERS ASSOCIATION", hereinafter referred to as the "Associations".

17. The "Association" shall be governed and be for the purpose set forth in its by-laws, a copy of which are attached hereto and incorporated herein.

18. All persons acquiring an interest in said common space shall convey said interest at the time of the conveyance of their respective recorded house lot on said plat and said interest in streets and rights of way shall not be sold, conveyed, mortgaged or in any way alienated from the ownership in said recorded house lot. Any such attempted conveyance of the interest in said streets and rights of way apart from the conveyance of said recorded lot shall be void.

19. Easements. The Developer hereby reserves easement and Rights-of-Way, in, over, under and across such parts of said premises upon which no structures may be erected pursuant to the set back regulations of the Zoning Ordinance of the Town of East Greenwich, for the installation and maintenance of telephone and electrical pole lines or conduits for storm water and sanitary purposes, gas and/or water mains, snow removal or for any similar facility deemed convenient or necessary by the Developer, for the service of the premises hereby conveyed and for adjoining and adjacent property. The Developer further reserves the right to assign the use of said easements and Rights-of-Way to any person, firm or corporation furnishing anyone or more of the aforesaid facilities.

IN WITNESS WEHREOF, Wings Financial Marketing, Inc. has caused these declaration to be executed this 20th day of May 1988.

Signed

WINGS FIANCIAL MARKETING, INC.