

DECLARATION OF RESTRICTIONS AND
PROTECTIVE COVENANTS IMPOSED UPON

“TIPPING ROCK SUBDIVISION No. 1A, in East Greenwich, RI owned by WINGS FINANCIAL MARKETING, INC., 1485 South County Trail, East Greenwich, RI; S.F.M. Engineering Associates, 410 Tiogue Avenue, Coventry, RI; Scale 1” – 100’; Date: September 20, 1994; Drawing No. SFM 172 F1.”

WINGS FINANCIAL MARKETING, INC., a Rhode Island corporation with offices at 1485 South County Trail, East Greenwich, RI, (the “Owner”) is the owner of a certain tract or parcel of land located in the Town of East Greenwich, County of Kent, State of Rhode Island, and laid out and delineated as “TIPPING ROCK SUBDIVISION No. 1A, in East Greenwich, RI OWNED BY WINGS FINANCIAL MARKETING, INC., 1485 South County Trail, East Greenwich, RI; S.F.M. Engineering Associates, 410 Tiogue Avenue, Coventry, RI; Scale 1” – 100’; Date: September 20, 1994; Drawing No. SFM 172 F1.” Which plan is recorded in the Land Evidence Records of the Town of East Greenwich as Plat #576. [note: there are other recordings of this precise document for the plats related to the other subdivisions of Tipping Rock.]

WHEREAS, it is the desire and intention of said WINGS FINANCIAL MARKETING, INC. or its assigns, to impose certain restrictions and protective covenants upon all lots and common areas contained in the above described subdivision.

NOW, THEREFORE, said WINGS FINANCIAL MARKETING, INC. for itself, its successors and assigns, does hereby impose the following restrictions and protective covenants on said plat, and each and every lot delineated thereon, and said restrictions and protective covenants shall be binding upon said WINGS FINANCIAL MARKETING, INC. and its successors and assigns, and all persons claiming by, through or under it, and upon all owners of any lots on said plat and the heirs and assigns of any such owner:

- (1) All lots on said plat shall be used exclusively for residential purposes, and no structure or building shall be erected or constructed on any lot on said plat other than a one-family dwelling, containing not less than Two Thousand Eight Hundred (2,800) square feet of living area and an attached private garage for no less than two cars, or other building of similar utility designed for use in connection with such dwelling. For the purpose of calculating the square feet of living area, basement and garage square fee shall not be included.

- (2) For twenty (20) years from the date hereof, no building shall be erected upon said plat unless the plans have been submitted to Owner in duplicate and approved by it or its successors in writing.
- (3) The area between the street or property lines and the building may be developed as a lawn and may be beautified by shrubbery, flower pots, walks, trees; provided that areas of disturbance for lawn and landscaping shall be limited to 20,000 square feet per any such lot. Such area shall be maintained as such, provided, however, that the same shall in no way become unsightly or present an objectionable appearance or cause undue hardships to any owners. Any irrigation system which is installed underground upon the lot shall utilize moisture sensors for turn-on and shut-off to enhance water conservation.
- (4) The lots conveyed shall be used and occupied solely and exclusively by a single family, including their family servants and no more than one dwelling shall be erected upon any one lot. All such development shall conform to all applicable ordinances of the Town of East Greenwich.
- (5) No fowl or livestock of any kind shall be kept or harbored on said plat, excluding family pets such as dogs or cats. No commercial kennel activity shall be permitted.
- (6) No privy or outside chemical toilet shall be maintained, placed or suffered to remain upon said premises, except during the process of construction of dwelling, and for not more than four (4) months. The construction or location of any cesspool or septic tank shall be in accordance with the requirements of local and/or state health authorities, and when public sewers are available, all dwellings already erected or to be erected shall be connected therewith. No trade, other than permitted professional activity, shall be carried on upon any of said lots, or any portion thereof, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- (7) All outdoor garbage containers shall be placed so as not to be viewed from the road and shall be properly maintained to prevent being a nuisance.
- (8) No trailer, basement, tent, shack, garage, barn or other outbuilding erected on this tract shall be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
- (9) No commercial vehicles shall be garaged on this plat except a small "panel body" or small "pick-up" truck, which is used by the occupant of the house, located on the lot on which the vehicle may be garaged.
- (10) The cost of maintenance of detention areas designated on said plan as "detention areas" shall be borne by the "Tipping Rock Homeowners Association", and the owner or residents of all lots by virtue of their lot

ownership or resident shall be a member of the "Tipping Rock Homeowners Association" and shall promptly pay their proportionate share of the cost for the maintenance of such detention areas and that each shall be governed by the Bylaws of "tipping Rock Homeowners Association" a copy of which is recorded herewith and made a part hereof. A violation of said Bylaws, or fees owned to the Association shall be secured by a lien upon the lot or lots owned by such breaching or owning lot owner, such lien to be valid, effective, and secured pursuant to the terms of said Bylaws.

- (11) The cost of maintenance of those areas designated as "open spaces" on that plat entitled "TIPPING ROCK SUBDIVISION NO. 1A, IN EAST GREENWICH, RI OWNED BY WINGS FINANCIAL MARKETING, INC., 1485 South County Trail, East Greenwich, RI; S.F.M. Engineering Associates, 410 Tiogue Avenue, Coventry, RI; Scale 1" – 100'; Date: September 20, 1994; Drawing No. SFM 172 F1 shall be assessed in accordance with the Bylaws of the "tipping Rock Homeowners Association" as the same are recorded in the Land Evidence Records of the Town of East Greenwich and such common areas shall not be disposed of by sale or otherwise except to an organization conceived and organized to own and/or maintain the common open space.
- (12) Notwithstanding any other provision or covenant the ultimate legal liability and responsibility for the use and regular maintenance of the open space and detention areas shall rest with the individual lot owners, and any legal notices concerning the open space and detention areas which are sent by the Town of East Greenwich may be directed to the individual lot owners and/or the Tipping Rock Homeowners Association.
- (13) Each lot purchaser shall receive a copy of all documents as required by the Residential Cluster Development regulations of the Town of East Greenwich.
- (14) The above restrictions and protective covenants shall run with the land and shall guarantee that the open spaces shall not be disturbed or used in any manner inconsistent with the aforementioned plan.
- (15) Nothing in these restrictions shall apply to the Owner or any person, firm, or corporation while acting on behalf of it, or any successor in title, during the course of the development. Without restricting the generality of the foregoing the right is reserved to erect sign boards, permanent and temporary structures, including trailers, model homes and offices and do all things which the Owner deems are for the best interest of the development.
- (16) The Owner, its successors or assigns, so long as it shall own a lot in the subdivision, reserves the right to amend, waive, add to or delete from and apply, construe and interpret the foregoing restrictions, and its applications,

construction or interpretation, exercised in good faith, shall be binding upon all property and persons affected by or interested in said restrictions.

WINGS FINANCIAL MARKETING, INC., or its assigns, shall not make, execute or deliver any deeds to any lots on said plat to any person or persons without imposing these restrictions and protective covenants upon the lots sold and conveyed by any such deed, wither by specifically setting forth said restrictions and protective covenants therein or by reference to this instruments.

In the event that there shall be any violation or attempted violation of any of the restrictions or protective covenants herein contained, it shall be lawful for WINGS FINANCIAL MARKETING, INC., or its successors or assigns, or any other person or persons owning any lot or lots on said plat to bring or prosecute any actions or proceedings in law or equity against the person violating said restrictions or protective covenants and to prevent or enjoin him, her, it or them from so doing, and to recover damages for such violation.

Each of said restrictions and protective covenants are to be construed as a separate covenant running with the land, and invalidation of any one of said restrictions or protective covenants, or part thereof, by judgment or court order or decree or otherwise shall in no way affect the validity of any of the other restrictions or protective covenants or parts thereof, which shall remain in full force and effect.

Wherever the term WINGS FINANCIAL MARKETING, INC. is used, it shall apply to its successors or assigns.

Signed WINGS FINANCIAL MARKETING
Executed August 4, 1994 in Providence