

DECLARATION OF RESTRICTIVE, PROTECTIVE AND GENERAL COVENANTS

IMPOSED UPON THE SUBDIVISION OF LAND ENTITLED

"HIGHLAND WOODS"

Owned by G S A Properties, LLC
East Greenwich, Rhode Island

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, G S A PROPERTIES, LLC a Rhode Island Limited Liability Company (hereinafter referred to as "Grantor") is the owner of a certain tract or parcel of land situated in the Town of East Greenwich, County of Kent, State of Rhode Island; and

WHEREAS, the said Grantor desires to impose certain covenants and restrictions said property for the benefit of the present and future owners of the same;

NOW, THEREFORE, G S A PROPERTIES, LLC, the Grantor, for itself, its successors and assigns, does hereby declare and make the following limitations of uses, restrictions and covenants to which the lots of land designated on the hereinafter mentioned plats shall be subject, and the uses to which the same may be put, and it hereby specifies that these declared limitations, restrictions, covenants and uses shall be construed as covenants running with the land designated on said hereinafter identified plats now owned by G S A PROPERTIES, LLC, and shall be binding on said Grantor, and all persons, firms or corporations claiming under it and they shall be for the benefit of and limitation on all future owners of lots of land as shown on said hereinafter mentioned plats and all sales, leases and use of lots in said subdivision shall be expressly made subject to said limitations, restrictions and covenants.

These limitations, covenants, and restrictions shall hereinafter be referred to as covenants and restrictions.

In case of any violation or attempt to violate any of the covenants or restrictions herein set forth, it shall be lawful for any person or persons, firm or corporation owning or otherwise having an interest in any real property situated in said development, hereinafter identified, to institute and prosecute any proceedings at law or in equity against the person or persons, firms or corporation violating or attempting to violate any such covenant or restrictions, and either to prevent him, them and/ or it from doing so, or to recover monetary damages for such violation. Nothing herein shall be deemed to constitute any right of reverter or any reversionary interest.

Invalidation of any of the provisions of this declaration of covenants and restrictions by court decision or decree or decree shall in no way affect any of the other provisions, which shall remain in full force and effect.

These covenants and restrictions shall apply to all lots on the following described parcel of land:

That certain lot or parcel of land located in the Town of East Greenwich, County of Kent, State of Rhode Island more particularly described as Record Lots 1 through 25 inclusive, on that certain plan of land entitled "Record Plans Highland Woods, East Greenwich, RI Assessor's Map 7 Plat 19, lots 12 and 156 owner GSA Properties, LLC by Diprete Engineering, Robert G. Babcock, PLS, dated 5/3/2021 pages 1-5 inclusive" Recorded in the Town of East Greenwich Land Evidence Records as, Map _____ on the _____ day of _____, 2021 at _____ m.

SPECIFIC COVENANTS AND RESTRICTIONS ARE AS FOLLOWS:

1. All lots shall be known and described as single family residential lots.
2. All plans, specifications and blue prints of single family structures shall be submitted to Grantor for prior approval; and no construction shall commence unless and until such approval of plans and specifications is granted in writing and unless and until Grantor has approved the lot lay out, the location of the dwelling house and other buildings upon the lot, the exterior style and the design of said dwelling and said other buildings. No vinyl siding shall be permitted. A site plan shall be prepared showing elevations, house location, edge of manicured lawn, out buildings, exterior building materials and location of driveway, all in accordance with the record plan, located in the Town of East Greenwich Land Evidence Records. Grantor approving said layout and single-family structure shall be the Grantor, G S A PROPERTIES, LLC. Grantor reserves the right to decline approval should the home not meet standards of the neighborhood.
3. No structures shall be erected, except herein mentioned, altered, placed or permitted to remain on any lot other than a residential single family home, together with a private attached garage for not less than two cars. All construction, including landscaping, shall be completed within one year of commencement of construction. Only attached garages shall be permitted. Fences erected on the property shall not extend beyond the front line of any home existing on any lot. *No Raised Ranches are permitted. In-law Facilities are permitted provided they meet the standards of the East Greenwich Zoning Regulations.*
4. All structures shall be located not less that the required zoning setback for the Town of East Greenwich in existence at the time of the recording of these restrictions.
5. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on this lot shall be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
6. Except as may be otherwise herein expressly permitted, no outbuilding shall be constructed unless of wood or masonry or Walpole type construction. The building may contain a maximum area of 1,000 square feet. Lot 13, 14, 15, 16, 17, and 18 are exempt from the outbuilding

maximum area. Said Lots may contain larger outbuildings at the discretion of the Grantors. No metal garage or other metal structure shall be erected or placed on any lot.

7. No commercial vehicles shall be garaged on the lot, except a small "Panel Body" or small "Pickup Truck" which is used by the occupant of the house located on the lot on which the vehicle must be garaged.

8. Any swimming pool located on the lots shall comply with the Rules and Regulations of the Rhode Island Department of Environmental Management and/or Department of Health, and all local rules, regulations and ordinances of the Town of East Greenwich pertaining thereto and shall be located only to the rear of a dwelling constructed on said lot.

9. No animals, livestock or poultry of any kind shall be raised, bred or kept on this lot except that dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purposes.

10. Each lot granted by Grantor shall not thereafter be subdivided, but such lot shall be held by the Grantee(s), and any successor Grantee(s), as one entire parcel, excepting that one lot may be divided only where such lot is being used to add onto an adjoining lot to increase the adjoining lots size. Only a single family home may be placed on such merged lot.

11. Grantor reserves the right to grant easements and rights-of-way in, over and across such parts of the premises upon which no structure may be erected pursuant to the terms hereof, for the installation and maintenance of telephone, power lines, septic systems, storm drains, water lines and all other easements and/or rights-of-way as requires by Grantor.

12. No noxious or offensive trade, or activity, shall be carried on upon the said lot, nor any portion thereof, nor shall anything be done thereupon which may be or become an annoyance or nuisance to the neighborhood.

13. All construction performed on each dwelling house and lot shall hereafter be maintained so that the general suburban character of the land and the existing ecology shall, insofar as possible, be preserved and enhanced. The Grantee(s) shall utilize best efforts, including taking of desirable affirmative action and forbearance from acting where desirable, to insure that the particular lot and the surrounding environs shall be and remain free from air pollution, water pollution, noise pollution and other like environmental hazards.

14. All sewage shall be disposed of by means of a septic tank or tanks providing adequate facilities for the disposal of all waste matter; each such septic tank or drain shall be constructed and maintained so that no waste materials of any description shall flow upon or contaminate the land of any abutting property owners; and each conform to the strictest engineering and construction standards of efficiency and sanitation, and shall conform to applicable state and local laws and ordinances, and shall at all times be maintained in

proper sanitary conditions.

15. There may be up to two (2) recreational vehicles including recreational vessels with related boat trailers on a building lot provided that such vehicle or vessels are for personal or family recreational uses of a person who primarily resides of the building lot, and further provided that such vehicles or vessels are placed and kept to the rear of the dwelling on the building lot.

16. All driveways are to be constructed of a bituminous or concrete material and constructed so as to maintain the safest ingress and egress to the main road.

17. All residential dwellings shall be a minimum of three thousand (3,300) square feet in size exclusive of garage and decks with a minimum of a two car attached garage.

18. The Grantee or his agent shall be responsible for cleanup of any soil erosion onto the respective roads due to the removal or vegetation from said lots. Any removal of vegetation is to be replaced by grass, shrubs, other mulch or other finished landscaping within one (1) year to insure the soil erosion is kept to a minimum. A continuous line of hay bales shall be placed along the front lot line of each respective lot during construction. During the period of excavation, construction and landscaping the lot shall be kept clean by the use of trash receptacles or by the daily removal of all debris from the lot. No track vehicles are to be unloaded, kept or used on the paved roadways. All utility boxes located on any respective lot are to be left exposed on each lot that they appear. All landscaping shall be extended to the street (i.e. lawn).

19. Amendments or Additional Restrictions: The grantor reserves and shall have the sole right to amend these covenants and restrictions as the grantor deems appropriate in its sole discretion. *The grantor may* amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between these provisions, and to release any lot from any part of these covenants and restrictions which have been violated if the grantor in its sole judgement determines such violation to be a minor or insubstantial violation. Under no circumstances shall the minimum house size under Paragraph 17 be reduced by the developer or future developers of the property. This amendment provision shall become of no force and effect three (3) years after the sale of the last lot in the aforementioned subdivision.

20. The original purchaser of any lot within the Highland Woods Subdivision shall be responsible for a payment of Five Hundred (\$500.00) Dollars toward the capital account of the homeowner's association. This "initial contribution" shall be accounted for through the Highland Woods Homeowners Association. Once the last lot is sold within the subdivision from the original grantor, a meeting will be held at which officers will be elected and an annual assessment will be made for the maintenance of the amenities and private roadways in the subdivision.

21. The Homeowner's Association shall be required to preserve and maintain the existing graveyard in perpetuity as it exists within the Open Space. That maintenance shall include, the cutting and mowing of grass, as necessary, tree and brush trimming, with in general, common

respects due to a historic cemetery.

22. The above restrictions and protective covenants shall run with the land and shall continue in full force and effect until January 1, 2100, when they shall forthwith terminate.

23. On the record plan there is a no-cut buffer between lots 1, 2, 3, 4, 15, 16, 17, 18 and 25 and the adjoining subdivision at a width of 45'. This Covenant runs with the land and does not expire by the terms of these Restrictions that is a condition of the East Greenwich Planning Commission.

24. Acceptance of a deed to a building lot shall constitute an agreement by the Grantee(s) to fully comply with all applicable terms and conditions set forth in this declaration.

25. Severability: If any provision of these Restrictions is held invalid or unenforceable, by any court of competent jurisdiction, the other provisions of the Restrictions shall remain in full force and effect. Any provision of the Restrictions held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable.

G S A PROPERTIES, LLC

BY: _____
GLENN M. AMORE, MEMBER

BY: _____
SCOTT S. AMORE, MEMBER

STATE OF RHODE ISLAND
COUNTY OF WASHINGTON

In North Kingstown on the day of January 2022 before me personally appeared GLENN M. AMORE and SCOTT M. AMORE, individually and in their capacities as Authorized Members of G S A PROPERTIES, LLC, to me known and known by me personally to be the parties executing the foregoing instrument, and they acknowledged said instrument by them executed, to be their free act and deed, individually and in their capacities as Authorized Members of G S A PROPERTIES, LLC and the free act and deed of G S A PROPERTIES, LLC.

John J. Kupa, Jr.
Notary Public #21950
My Commission Expires: 6-18-25