

Book 0628
Pg 297-299
Sept 20 1989

AMENDED RESTRICTIVE COVENANTS

MOUNTAIN LAUREL ESTATES
in
The Town of North Kingstown
State of Rhode Island

As recorded by: Ralph L. Campanelli, President of WAQUOIT LANDING, INC.
in the town of North Kingstown on September 19, 1989.

1. This lot shall be known and described as a single family residential lot.

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, and the exterior style and the design of said dwelling and said other buildings. The Grantee or his Agent shall be responsible for clean up of any soil erosion on to the respective roads due to the removal of vegetation from said lots. Any removal of vegetation is to be replaced by grass, shrubs, other mulch or other finished landscaping within one year to ensure that soil erosion is kept to a minimum.

3. No structures shall be erected, except hereafter-mentioned, altered, placed or permitted to remain on any residential building plot other than one single-family dwelling not to exceed two and one-half stories in height, together with a private attached garage for not less than two cars and not more than three (3) cars. All construction, including landscaping, shall be completed within one year of commencement of construction.

4. No building shall be located less than twenty-five (25) feet to any street line, and not less than ten (10) feet to any side lot line.

5. Only attached garages shall be permitted and may be placed not closer than ten (10) feet to any side lot line.

6. 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.

7. No metal garage or other structure shall be erected or placed on any lot.

8. No commercial vehicles shall be garaged on this lot, excepting a small "Panel Body" or "Pick-up" truck which is used by the occupant of the house located on the lot on which the vehicle may be garaged.

9. Any swimming pool located on this lot shall comply with all the statutes of the State of Rhode Island, rules and regulations of the Rhode Island Department of Environmental Management or Health Department, and all local rules, regulations, and ordinances of the Town of North Kingstown pertaining thereto and shall be located only to the rear of a dwelling constructed on said lot.

10. 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.

11. 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, and shall not be sold or conveyed except as one undivided parcel.

12. 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, waterlines and all other easements and/or rights of way as required by Grantor.

13. 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.

14. All construction shall be performed, and each dwelling house, other buildings and lot shall thereafter be maintained, so that the general suburban character of the land and the existing ecology shall, insofar as possible, be preserved and enhanced.

15. 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.

16. 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 owner; and each shall 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 condition.

17. There may be up to three (3) 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 use of a person who primarily resides on 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.

18. No trees shall be destroyed or cut down in substantial part within five (5) feet of the side and/or rear lot lines (except where necessary for the construction of driveways and or residential septic systems). No brush shall be destroyed or cut down in substantial part within five (5) feet of any lot line whether side or rear. For purposes hereof any growth having a stem or trunk over three (3) inches in diameter shall be considered a "tree".

19. No trees or brush shall be destroyed or cut down in the area known as common land (except as needed to prevent hazardous situations or with consent of the Town of North Kingstown).

20. No shrubs of any nature, including that known as Mountain Laurel (*Kalmia Latifolia*) shall be removed from the common area.

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

22. All residential dwellings shall be a minimum of two thousand (2000) square feet in size exclusive of garage and decks.

23. Except as may be otherwise herein expressly permitted, no out-building shall be constructed unless of wood with a natural finish or of a Walpole-type construction designed for the purpose of storing garden tools, lawn furniture or similar accessories, such out-building to contain maximum area of two hundred (200) square feet.

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. The above restrictions and protective covenants shall run with the land and shall continue in full force and effect until December 31, 2087 when they shall forthwith terminate.

June 1, 1993