

EXHIBIT C

**ANGLESEA**

**DECLARATION OF COVENANTS AND RESTRICTIONS**

**FOR**

**ANGLESEA HOMEOWNERS ASSOCIATION**

THIS DECLARATION made this 6th day of April, 1993, by D & N Associates, a Rhode Island Limited Partnership composed of Philip W. Noel and Ferland Corporation, (hereinafter called "Developer").

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Exhibit A of this Declaration and desires to create thereon a planned community with residential living units and other community facilities for the benefit of the said community; and

WHEREAS, Developer desires to provide for the preservation and enhancement of the property values, amenities and opportunities in said community and for the maintenance of the Properties and improvements thereon, and to this end desires to subject the real property described in Exhibit A together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of owning, maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting

and disbursing the assessments and charges hereinafter created, and promoting the recreation, health safety and welfare of the residents; and

WHEREAS, Developer has incorporated under the laws of the State of Rhode Island the Anglesea Homeowners Association as a non-profit corporation for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property described in Exhibit A, and such additions thereto as may hereafter be made pursuant to Article II hereof, has been, is and shall be held, transferred, sold conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

## **ARTICLE I**

### **DEFINITIONS**

Section 1. "Declaration" shall mean the covenants, conditions and restrictions and all other provisions herein set forth in this entire Document, as may from time to time be amended.

Section 2. "Corporation" shall mean and refer to Anglesea Homeowners Association, its successors and assigns.

Section 3. "Developer" shall mean and refer to D & N Associates, a Rhode Island limited partnership, its successors or assigns, or with any successor or assign to all or substantially all of its interests in the development of said Properties.

Section 4. "General Plan of Development" shall mean that plan as publicly distributed and as approved by appropriate governmental agencies which shall represent the

total general scheme and general uses of land in the Properties, as such may be amended from time to time subject to at least thirty (30) days notice to the Corporation and approval of the government agencies involved.

Section 5. "The Properties" shall mean and refer to all real property which becomes subject to this Declaration, together with such other real property as may from time to time be annexed thereto under the provisions of Article II hereof.

Section 6. "Common Area" shall mean and refer to those areas of land shown on any recorded subdivision plat of the Properties and improvements thereto, which are intended to be devoted to the common use and enjoyment of the Members (as such term is described in the Corporation's By-Laws).

Section 7. "Living Unit" shall mean and refer to any portion of a structure situated upon the Properties designed and intended for use and occupancy as a residence by a single family.

Section 8. "Lot" shall mean and refer to any plot of land shown upon and recorded subdivision map of the Properties with the exception of Common Area as heretofore defined. The term shall include a Condominium Living Unit which is a part of the Anglesea Condominium.

Section 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation. "Lot" shall include each Condominium Unit of Anglesea Condominium. Owner and/or Member shall be the same in this Declaration.

Section 10. "Occupant" shall mean and refer to the occupant of a Living Unit or commercial space who shall be either the Owner or a lessee who holds a written lease having an initial term of at least twelve (12) months.

Section 11. "Parcel" shall mean and refer to all platted subdivisions of one or more Lots which are subject to the same Supplementary Declaration.

Section 12. "Supplementary Declaration" shall mean any declaration of covenants, conditions and restrictions which may be recorded by the Developer, which extends the provisions of this Declaration to a Parcel and contains such complementary provisions for such Parcel as are herein required by this Declaration.

## **ARTICLE II**

### **PROPERTY SUBJECT TO THIS DECLARATION**

#### **ADDITIONS THERETO**

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the City of Warwick, County of Kent, State of Rhode Island and more particularly described/shown in Exhibit A.

Section 2. Additions to Existing Property. There shall be no further additions to the Property except that the Anglesea Condominium may, at the option of the Developer, be developed in Phases and the various Phases, if developed, shall automatically become a part of the Property.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS

The members of the Corporation and their voting rights shall be as described in the Corporation's By-Laws.

## ARTICLE IV

### COMMON AREA

Section 1.           Obligations of the Association. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of (a) the sewer lift station on the Property, and (b) the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

Section 2.           Members' Easement of Enjoyment. Subject to the provisions herein, every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, and every Member shall have a right of enjoyment in the Common Area.

Section 3.           Extent of Members' Easement. The Members' easements of enjoyment created hereby shall be subject to reasonable rules and regulations established by the Corporation.

Section 4.           Delegation of Use. Any Member may delegate his right of enjoyment to the Common Area and facilities to the members of his family and to his guests subject to such general regulations as may be established from time to time by the Corporation, and included within the Minute Book of the Corporation.

Section 5.               Damage or Destruction of Common Area by Owner. In the event any Common area is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or member of his family, such Owner does hereby authorize the Corporation to repair said damaged area; the Corporation shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Corporation in the discretion of the Corporation. The amount necessary for such repairs shall become a Special Assessment upon the Lot of said Owner.

Section 6.               Title to Common Area. The Developer may retain the legal title to any portion of the Common Area that may fall within undeclared Phases of the Condominium development.

## **ARTICLE V**

### **COVENANTS FOR MAINTENANCE ASSESSMENTS**

Section 1.               Creation of the Lien and Personal Obligation of Assessments. The Developer hereby covenants, and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Corporation the following: (1) annual general assessments or charges, (2) special assessments for capital improvements, and (3) annual or special lot assessments or charges, such assessments to be established and collected as hereinafter provided.

All such assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment,

together with interest thereon and costs of collection thereof, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Section 2.                   General Assessment.

(a)   Purpose of Assessment. The general assessment levied by the Corporation shall be exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties and in particular for the improvement, maintenance and operation of the sewer lift station and Common Area and facilities.

(b)   Basis for Assessment. The total cost of the operation of the sewer lift station and the Common Areas and facilities shall be divided by the number of Owners to determine the assessment to each Owner.

(c)   Method of Assessment. By a vote of two-thirds (2/3) of the Directors, the Board shall fix the annual assessment upon the basis provided above, provided, however, that the annual assessments shall be sufficient to meet the obligations imposed by the Declaration. The Board shall set the date(s) such assessments shall become due. The Board may provide for collection of assessments annually or in monthly, quarterly, or semi-annual installments; provided, however, that upon default in the payment of any one or more installments, the entire balance of said assessment may be accelerated at the option of the Board and be declared due and payable in full.

Section 3.                   Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Corporation may levy in any assessment year a special assessment applicable to that year and not more than the next two (2) succeeding

years for the propose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement (including, but not limited to, the sewer lift station) upon the Common Area including fixtures and personal property related thereto.

Section 4.           Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence on the later of the day of conveyance of the first Lot in the Parcel to an Owner who is not the Developer or the recording of this Declaration. The initial monthly assessment on any assessable unit shall be collected at the time of purchase closing. In the event purchase closing takes place on or before the fifteenth (15th) day of the month, a full month's assessment shall be collected. In the event purchase closing takes place after the fifteenth (15) day of the month, one-half (1/2) of the monthly assessment shall be collected.

Section 5.           Effect of Nonpayment of Assessments: Remedies of the Corporation. Pursuant to any applicable Rhode Island law, any assessment not paid within thirty (30) days after the due date may upon resolution of the Board bear interest from the due date at a percentage rate herein or in the By-Laws stated or to be set by the Board for each assessment period. The Corporation may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 6.           Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, first

purchase money security deed or security deed representing a first lien on said property. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 7.           Exempt Property.   The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (1) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (2) all Common Areas; (3) all properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemptions; and (4) all properties owned by the Developer. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

Section 8.           Annual Budget.   By a two-thirds (2/3) vote of the Directors, the Board shall adopt an annual budget for the subsequent fiscal year, which shall provide for allocation of expenses in such a manner that the obligations imposed by the Declaration and all Supplementary Declarations will be met.

## **ARTICLE VI**

### **ARCHITECTURAL CONTROL**

The Corporation shall maintain only the degree of architectural control described herein or in other restrictions which are a matter of record.

**ARTICLE VII**  
**USE OF PROPERTY**

Section 1.           Protective Covenants.

(a) Residential Use. All property designated for residential use shall be used, improved and devoted exclusively to residential use. Nothing herein shall be deemed to prevent the Owner from leasing a Living Unit to a single family, subject to all of the provisions of the Declaration.

b) Nuisances. No nuisance shall be permitted to exist or operate upon any property so as to be detrimental to any other property in the vicinity thereof or to its occupants.

(c) Restriction on Further Subdivision. No Lot upon which a Living Unit has been constructed shall be further subdivided or separated into smaller Lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest herein, shall be conveyed or transferred by an Owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary disputes, and similar corrective instruments.

Section 2.           Maintenance of Property. To the extent that exterior maintenance is not provided for by Anglesea Condominium, each Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair and free of debris including, but not limited to, the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate

external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon, as provided herein, the Corporation, after notice to the Owner as provided in the By-Laws and approval by two-thirds (2/3) vote of the Board of Directors, shall have the right to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become a Special Assessment upon such Lot.

Section 3.           Utility Easements. There is hereby created a blanket easement upon, across, over, through, and under the above described premises for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems including, but not limited to, water, sewers, gas, telephones, electricity, television, cable or communication lines and systems. By virtue of this easement it shall be expressly permissible for the Developer or the providing utility or service company to install and maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of said residences providing such company restores disturbed areas to the condition in which they were found. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utility services lines or facilities for such utilities may be installed or relocated on said premises except as programmed and approved by the Developer prior to the Conveyance of the first Lot. This easement shall in no way affect

any other recorded easements on said premises. This easement shall be limited to improvements as originally constructed.

Section 4. Developer's Easement to Correct Drainage. For a period of seven (7) years from the date of conveyance of the first Lot, the Developer reserves a blanket easement and right on, over and under the ground within the Property to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which the Developer shall restore the affected property to its original condition as near as practicable. The Developer shall give reasonable notice of intent to take such action to all affected Owners, unless, in the opinion of the Developer, an emergency exists which precludes such notice.

## ARTICLE VIII

### GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 2. Amendment. This Declaration may be amended at any time by an instrument signed by the Developer and by not less than seventy-five percent (75%) of the Owners. Any amendment must be recorded. Provided, however, after selling all Lots and Condominium Units, the Developer's signature shall not be required.

Section 3.           Enforcement. The Corporation, any Owner or the Developer shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and of Supplementary Declarations. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4.           Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5.           Limitations. As long as the Developer owns Lots, the Corporation may not use its resources or take a public position in opposition to the General Plan of Development or to changes thereto proposed by the Developer. Nothing in this section shall be construed to limit the rights of the members acting as individuals or in affiliation with other members or groups.

**IN WITNESS WHEREOF,** D & N Associates has caused this Declaration to be executed in its name by its officer duly authorized with the corporate seal affixed on the day and year first above written.

D & N Associates  
By its Partners:

\_\_\_\_\_  
Philip W. Noel

Ferland Corporation

By: \_\_\_\_\_  
William R. Thornley  
Its: \_\_\_\_\_  
Vice President

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In Providence on the 6th day of April, 1993, before me personally appeared William Thornley, Vice President of Ferland Corporation, a General Partner of D & N Associates, a Rhode Island limited partnership, to me known and known by me to be the party executing this Declaration of Covenants, and he acknowledged the said instrument by him executed to be his free act and deed in his said capacity and the free act and deed of D & N Associates and the free act and deed of Ferland Corporation.

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Notary Public  
Printed Name: Vera T. Crenca  
My Commission Expires: 6/17/93

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In Providence on the 6th day of April, 1993, before me personally appeared Philip W. Noel, a General Partner of D & N Associates, a Rhode Island limited partnership, to me known and known by me to be the party executing this Declaration of Covenants, and he acknowledged the said instrument by him executed to be his free act and deed in his said capacity and the free act and deed of D & N Associates.

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Notary Public  
Printed Name: Vera T. Crenca  
My Commission Expires: 6/17/93

## **EXHIBIT A**

### **TO DECLARATION OF COVENANTS OF ANGLESEA HOMEOWNERS ASSOCIATION**

Those certain lots or parcels of land situated in the City of Warwick, County of Kent, State of Rhode Island, shown on that plat entitled "Survey of Land, Harbor View Estates, Warwick Neck, Warwick, Rhode Island. Owned by D & N Associates, 30 Monticello Road, Pawtucket, Rhode Island July, 1988 Gordon R. Archibald, Inc. Professional Engineers 200 Main Street, Pawtucket, R.I." which plat is recorded in office of the City of Warwick City Clerk P.C. 807.

Recorded APR 6 1993 at 1:48 P.M.

Witness: \_\_\_\_\_  
Marie T. Bennett  
Warwick City Clerk