

EXHIBIT B

RESTRICTIONS AND PROTECTIVE COVENANTS

WHEREAS, D & N Associates, a Rhode Island partnership, as the owner (hereinafter referred to as the "Owner") of a certain tract of land situated in the City of Warwick and the State of Rhode Island and laid out and described as that plat entitled "SURVEY OF LAND HARBOR VIEW ESTATES WARWICK NECK, WARWICK, R.I. OWNED BY D & N ASSOCIATES 30 MONTICELLO RD., PAWTUCKET, R.I. JANUARY, 1988 GORDON R. ARCHIBALD, INC. PROFESSIONAL ENGINEERS 200 MAIN STREET, PAWTUCKET, R.I." which plat is recorded in the office of the Warwick City Clerk on Plat Card 807 hereby imposes the following restrictions, reservations and covenants applicable to said premises:

1. The following restrictions and protective covenants are designed and intended to optimize the views from each lot and to optimize and preserve the value of all lots.

2. The property covered by these Restrictions and Protective Covenants consists of Lots 1 through 31, as the same are shown and covered on "Survey of Land Harbor View Estates Warwick Neck, Warwick, R.I. Owned by D & N Associates 30 Monticello Rd., Pawtucket, R.I. July, 1988 Gordon R. Archibald, Inc. Professional Engineers 200 Main Street, Pawtucket, R.I." which plat is recorded in the office of the Warwick City Clerk on Plat Card 807.

3. An integral part of these Restrictions and Protective Covenants is that document entitled, "HARBOR VIEW ESTATES, WARWICK NECK, RI, DEVELOPMENT GUIDELINES FOR SINGLE FAMILY LOTS, LOT #1-#31, Gates, Leighton & Associate, E. Providence, Rhode Island, date 9.23.88," which is attached hereto as Exhibit A and which is incorporated herein in its entirety by reference (hereinafter referred to as "Development Guidelines").

4. The undersigned declares that the aforesaid lots numbered 1 through 31, which are shown on the above-referenced

Plat, are held and shall be subject to the reservations, restrictions and covenants herein set forth.

5. CONTROL COMMITTEE. Initially, the enforcement of these Restrictions and Protective Covenants and all architectural approvals shall be the responsibility of a Control Committee consisting of the President of Ferland Corporation, 30 Monticello Road, Pawtucket, Rhode Island and Philip W. Noel, 21 Kirby Avenue, Warwick, Rhode Island, or their designees (hereinafter referred to as, the "Committee"). In the event of the inability of any member to serve, the remaining member shall have full power to handle all responsibilities of the Committee until the Committee is brought back to full membership.

Upon the sale by D & N Associates of 28 or more lots, the Committee shall be reorganized to consist of three (3) resident lot owners who shall be elected annually by all lot owners. Governance of the Committee shall be based upon one (1) vote for each lot ownership (31 votes in total).

The powers and duties of the Committee shall cease on and after December 31, 1998. Thereafter, the approvals required by these Restrictions and Protective Covenants shall not be required unless, prior to said date and-effective thereon a written instrument shall have been executed by the then record owners of a majority of the lots in the Subdivision and fully recorded in the Records of Land Evidence for the City of Warwick, designating a representative or representatives who shall thereafter exercise the same powers previously exercised by the Committee. *[Note: see the addendum at the end of this document]*

Neither the members of the Committee nor their designated Representatives shall be entitled to any compensation for services performed pursuant to these Restrictions and Protective Covenants.

6. That no lot in this Subdivision can be subdivided or either reduced or enlarged in size.

7. That the owners of unimproved lots shall be responsible for the maintenance and cleanliness of such lots. The front one hundred (100) feet of each unimproved lot shall be mowed and kept in a condition that will not detract from the overall appearance of the Subdivision.

8. That no dwelling house and/or appurtenant structures shall be erected or constructed upon said lots until plans, specifications and details including grade plan, landscaping plan, driveway, grade elevations and plot plan showing location and elevations of structures shall have been filed with and approved in writing by the Committee. The Committee shall have ninety (90) days from the date of submission to either approve or disapprove said plans. If the Committee takes no action within ninety (90) days from the date of submission, the plans shall be deemed to have been approved in their entirety.

In any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with.

9. That no dwelling house and/or garage shall be located outside of the "buildable zone" outlined on the site plan for each lot contained in Exhibit A (Development Guidelines).

10. That no dwelling house shall be more than thirty-two (32) feet in height measured from existing grade at the foundation to the roof peak.

11. That no dwelling house of two (2) floors, excluding basement and attic, shall have a living space floor area of less than two thousand two hundred (2,200) square feet.

That no dwelling house of one (1) floor, excluding basement and attic, shall have a living space floor area of less than one thousand five hundred (1,500) square feet.

12. That no dwelling house shall have a flat roof, single pitched roof nor a roof built at such a steep angle so as to

resemble a shape commonly known as an "A Frame". No exterior surface shall be finished in cinder block, artificial brick or artificial stone siding or have all exterior surfaces finished in stucco.

The style of house commonly referred to as a "Raised Ranch" is not allowed and in any event, the basement level shall not be included when calculating square footage of living space for the purposes of paragraph number 11.

Each dwelling house shall have a garage with a minimum size to house 2 standard sized automobiles and a maximum size to house 4 standard sized automobiles.

13. That no tree, shrub or planting whether existing or subsequently planted shall be allowed to grow to a height exceeding the height restrictions set forth on the Development Guidelines attached hereto as Exhibit A. All planting heights shall be measured within a vertical plane drawn from the perimeter of the restricted height zone.

14. No living trees four (4) inches in diameter or larger shall be cut or removed except as required for compliance with height restrictions and except as required for foundations, driveways, walkways and wires pertinent to any dwelling house and/or appurtenant structures. This is not to be construed as limiting necessary cutting or removing of trees for the proper growth of lawns pertaining to a dwelling house after completion. The natural contour of the land shall be preserved except for alteration required for any dwelling house and/or appurtenant structures and driveways.

15. Work must commence within one hundred twenty (120) days of receipt of approval letter for final plans or the approval shall be void and a new application submitted to the Committee.

16. All exterior features of any dwelling house and/or appurtenant structures must be completed within twelve (12) months of the first day of excavation and all landscaping

pertinent to the construction of any dwelling house and/or appurtenant structures must be completed after one growing season has elapsed upon completion of any dwelling house and/or appurtenant structures.

17. Lot owners are responsible for debris during construction. The construction site must be kept in a neat and orderly manner and all debris removed on a weekly basis during construction.

18. Upon completion of the construction of the dwelling house on said premises it shall be conclusively presumed insofar as any bona fide purchaser or mortgage from the Grantee is concerned, that the location and style of said dwelling house and/or appurtenant structures thereon has been approved by the Committee or its successors or assigns, unless there shall have been recorded with the land records a notice calling attention to the fact that such approval has been withheld.

19. No part of the property is to be used for any purpose prohibited by the Zoning laws and/or the Ordinances of the City of Warwick.

20. No tent, trailer, mobile home or temporary structure can be placed or maintained or occupied on the property previous to construction. An appropriate temporary facility for storage only, other than a tent, or mobile home may be placed on the property during construction of a dwelling house for not longer than six (6) months.

21. No commercial business shall be allowed within the property.

22. No animals, livestock or poultry of any kind shall be raised, bred or kept in any part of the property except that dogs, cats, or other household pets may be kept on the property in such manner and number as will not in any way constitute a nuisance to other owners of the property or create a health hazard or become destructive to property and provided such

household pets are not kept, bred or maintained for commercial purposes.

23. No tank for storage of fuel, other than a tank used to store fuel for an outdoor grille, may be maintained on any portion of the property unless buried or contained in a structure. In no event shall any automobile or truck fuel be stored or dispensed from the property.

24. No garbage, refuse, rubbish or cuttings shall be deposited on any portion of the property unless placed in a suitable container or enclosure suitably located.

25. No fence is to be erected without prior permission from the Committee, its successors or assigns, but this is not to be construed as meaning a fence required by law for a swimming pool.

26. The construction and maintenance of signs, billboards and advertising structures of any kind on any lot is prohibited, except that one sign advertising the rental or sale of property shown on the recorded plat is permitted, provided it does not exceed three feet by five feet in size and except that signs of a larger size and quantity advertising the subdivision may be erected by the owner.

27. Use of firearms, guns and weapons and all forms of hunting is prohibited.

28. No inoperative vehicles, nor any commercial fishing boats, pleasure boats exceeding twenty (20) feet in length or exceeding seven (7) feet in height when placed upon a trailer, no trailers, campers, buses, nor other like vehicle exceeding seven (7) feet in height shall be placed, parked or stored on any lot except in enclosed garages. No commercial fishing equipment or commercial equipment of any kind including trucks shall be placed, parked, or stored on any lot except in enclosed garages.

29. No provisions of these Restrictions and Protective Covenants shall apply to the Owner in its capacity as the developer of the subdivision; nor shall provisions of these Restrictions and Protective Covenants apply to any successor owner/developer of said subdivision.

30. These Restrictions shall be deemed covenants running with the land and shall be binding on all parties and all persons claiming under them until December 31, 2117, at which time said Restrictions shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of the lots herein described, it is agreed to change said Restrictions in whole or in part.

31. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for any other person, or persons, to prosecute any proceedings at law or in equity against such person or persons, violating or attempting to violate any such covenants or restrictions, and either to prevent him or them from so doing, or to recover damages or other compensation for such violation.

32. The Committee, by appropriate instruments, may assign or convey to any person, organization or corporation any or all the rights, reservations and privileges herein reserved by the Committee, and upon such assignment or conveyance being made, its assigns or grantees may, at their option, exercise, transfer or assign any rights, reservations and privileges, or any one or more of them, at any time or times, in the same way and manner as though directly reserved for them or it in this instrument.

33. Lot Owners will be limited members of the Condominium Owners Association which will have responsibility for the maintenance of the sewer pumping station and the landscape maintenance of the entrance and certain sections of the roadsides including the stone walls at the entrance and along

Warwick Neck Avenue. The Condominium Owners Association and the Lot Owners will vote to establish the budget for these items and Lot Owners will be assessed and will pay their share of said costs.

Lot Owners' participation in the affairs of the Condominium Owners Association shall be limited to include only those matters that are of mutual concern and shall not include any matters that relate to the condominium buildings or condominium common area. The responsibility for the control and maintenance of all land and improvements within the condominium areas shall be vested exclusively in the Condominium Owners Association and shall be outside of the limited participation of Lot Owners.

34. Invalidation of any one of these covenants or restrictions, or any part thereof, by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

EXECUTED this 1st day of June, 1988.

D & N ASSOCIATES

By: _____
Philip W. Noel, Partner

**ADDENDUM
TO
RESTRICTIONS AND PROTECTIVE COVENANTS**

WHEREAS, D&N Associates, a Rhode Island partnership, as the owner of a certain tract of land situated in the City of Warwick and State of Rhode Island, and laid out and described as that plat entitled "Survey of land Harbor View Estates Warwick Neck, Warwick, R.I. Owned by D&N Associates 30 Monticello Rd., Pawtucket, R.I. July, 1988 Gordon R. Archibald, Inc. Professional Engineers 200 Main Street, Pawtucket, R.I." which plat is recorded in the office of the Warwick City Clerk on Plat Card 807, imposed restrictions, reservations and covenants applicable to said premises which were recorded in the City of Warwick records of land evidence on December 23, 1988 at 11:18 A.M. in Book 1230 at pages 156-195; and

WHEREAS, the Restrictions and Protective Covenants contain provisions for the owners of a majority of the lots in the subdivision to designate in writing prior to December 31, 1998, representatives to exercise the powers and duties originally held by the Control Committee;

NOW THEREFORE, as the record owners of lot no. XX on said plat, we designate the President of Ferland Corporation and Philip W. Noel to continue to serve as the Control Committee until such time as the developer, D&N Associates or its successor has sold 28 or more of the 31 house lots in the subdivision.

(Ed Note: This was mailed to each lot owner in December, 1998, to be returned by 12/31/98)