

DECLARATION

THIS DECLARATION made this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by True North Land Company, LLC, a Rhode Island limited liability company, authorized to do business in Rhode Island (hereinafter together with any other person or entity to which it may assign its rights hereunder called the "Declarant").

WITNESSETH:

WHEREAS, the Declarant owns a certain parcel of land located at Curtis Corner Road in the Town of South Kingstown, County of Washington, and State of Rhode Island, which parcel is more particularly described and which shall be hereinafter called the "Property", as follows:

"NORTH WOODS SUBDIVISION PLAN  
AP 47-2, Lot 120  
607 Curtis Corner Road  
South Kingstown, Rhode Island"

WHEREAS, in order to accomplish said objectives, the Declarant desires to subject the Property to restrictions, easements, rights of approval, provisions for a maintenance association and other matters set forth herein; and

WHEREAS, the Declarant deems it desirable to create an association having the power of administering and enforcing the provisions of this Declaration of maintaining, administering and improving the Open Space (as hereinafter defined) and other common easements of providing utilities and other services and establishing, collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Declarant shall create the **NORTH WOODS HOMEOWNERS ASSOCIATION** for the purpose of exercising the functions aforesaid;

NOW THEREFORE, Declarant hereby declares that all of the Property previously described and any additional property as may, by subsequent amendment, be added to and subjected to this Declaration shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions, affirmative obligations, charges and liens which are for the purpose of protecting the value and desirability of and which shall run with the real property submitted to this Declaration and which shall be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, successors-in-title and assigns and shall inure to the benefit of each owner thereof, and the Declarant hereby declares that each owner will be conveyed in addition to a recorded lot on the plan, a one-fifteenth (1/15) undivided interest in and to the Open Space as is designated within the Plan.

#### ARTICLE ONE

#### DEFINITIONS

The following words when used in this Declaration or any amendment thereto shall (unless the context plainly indicated otherwise) have the following meanings:

SECTION 1.01 "Declaration" means this document, as the same may be from time to time amended as provided hereinafter.

SECTION 1.02 The "Property" means that parcel of land, with all buildings and other improvements from time to time thereon, now owned by the Declarant and located at 607 Curtis Corner Road, in the Town of South Kingstown, County of Washington, and State of Rhode Island, bounded and described as follows:

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And shall further refer to such additional property and parcels as shown on said Plan, as may hereafter be included by amendment to this Declaration.

SECTION 1.03 The "Plan" means the plan by Michael A. Fontaine, PLS dated November 6, 2020 entitled, laid out and designated as a certain tract or parcel of land located in the Town of South Kingstown, County of Washington, State of Rhode Island, and laid out and delineated as

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SECTION 1.04 "Parcel" or "Parcels" means fifteen lots designated on the plan or such additional lots as may be included by amendment to this Declaration.

SECTION 1.05 The "Association" means the NORTH WOODS HOMEOWNERS ASSOCIATION, a non-profit corporation created to maintain the open space and assess and pay operative expenses related thereto.

SECTION 1.06 "Open Space" means that land, as is designated within the Plan on that plat recorded in the Town of South Kingstown, to be used for the common uses, enjoyment and maintenance and to be deeded to the Owners or Association by the Declarant.

SECTION 1.07 "Common Roads" means collectively any road created by the plan or after the approval of the final Plan.

SECTION 1.08 "Owner" means the record Owner, whether one or more persons or entities, of the fee simple title to a Parcel at any particular time, including the Declarant, "Owner" shall not mean a mortgagee of any Parcel unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in

lieu of foreclosure and any such or more persons or entities shall cease being an "Owner" when he or they cease to own such title.

## ARTICLE II

### RESTRICTIONS AND PROTECTIVE COVENANTS ENFORCEABLE BY OWNERS AND THE ASSOCIATION

WHEREAS, it is the desire and intention of said NORTH WOODS HOMEOWNERS ASSOCIATION, a Rhode Island non-profit organization or its assigns to impose certain restrictions and protective covenants upon all lots and common area contained in the above described.

NOW THEREFORE, said NORTH WOODS HOMEOWNERS ASSOCIATION for itself and 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 NORTH WOODS HOMEOWNERS ASSOCIATION and its successors and assigns and all persons claiming through or under it and upon all owners of any lots on said plat and the heirs and assigns of any such owner.

SECTION 2.01 All lots on said plat shall be used exclusively for residential purposes but this provision and no structure or building shall be erected or constructed on any lot on said plat other than a one-family dwelling of no more than five (5) bedrooms, a private garage, a playhouse, a greenhouse, or other building of similar utility design for use in connection with such dwelling with the exception of accessory apartments and the gifted lot 16 low to moderate income (LMI) duplex.

SECTION 2.02 Until all parcels are sold, no building shall be erected unless the plans have been submitted to Declarant in duplicate and approved by it or its successors in writing. Developers will maintain design approval.

SECTION 2.03 The area between the street and the building set-back line as delineated on the plat shall be developed as a lawn and may be beautified by shrubbery, flower pots, walks, trees, ornamental statuary, fountains or similar ornamentations. 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 owner.

SECTION 2.04 The premises hereby conveyed shall be used and occupied as a single family, including their family servants, and no more than one dwelling and an accessory apartment, as permitted by the Town of South Kingstown, shall be erected or suffered to remain upon any lot.

SECTION 2.05 No nuisance, advertising sign, billboard or other advertising device erected shall be placed or suffered to remain upon said premises, nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of any holder of adjoining land on said plat. No privy or outside chemical toilet shall be maintained, placed or suffered to remain upon the premises except during the process of construction of dwelling, for not more than four (4) months. The construction or location of any septic tank shall be in accordance with the requirements of local and/or state health authorities. No trade 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.

SECTION 2.06 All owners shall comply with all Town of South Kingston housing requirements and regulations.

SECTION 2.07 The cost of maintenance of open space including but not limited to buffers, drainage, signage, bus-stop seating, garden shed, snow removal and periodic landscaping, designated on said plan as "Open Spaces" shall be borne by the NORTH WOODS HOMEOWNERS ASSOCIATION and the

Owners(s) of Parcels shall by virtue of their lot ownership be a member of NORTH WOODS HOMEOWNERS ASSOCIATION and shall be governed by the By-Laws of NORTH WOODS HOMEOWNERS ASSOCIATION, a copy of which is recorded herewith and made a part hereof.

SECTION 2.08 Those areas designated as "Open Spaces" on that plat entitled:

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Shall be assessed for maintenance in accordance with By-Laws of the NORTH WOODS HOMEOWNERS ASSOCIATION as the same are recorded in the Land Evidence Records of the Town of South Kingstown 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 in the common open space and approval of the South Kingstown Planning Board.

SECTION 2.09 Each Owner shall have the right to ingress and egress over, upon and across the Open Space Area necessary for access to his or her Parcel and shall have the right to lateral support for his or her Parcel and such rights shall be appurtenant to and pass with the title to each Parcel.

SECTION 2.10 Notwithstanding any other provision or covenant, the ultimate legal liability and responsibility for the use and maintenance of the Open Space shall rest with the individual lot owners and any legal notices concerning the Open Space, which are sent by the Town of South Kingstown, may be directed to the individual lot owners of the Association.

As to the open space directly adjacent to each lot, plantings and watering will commence as mandated. The designated plantings shall be placed upon that lot by the Declarant after the building permit is obtained for that lot and

if possible, shall be completed by the issuance of the Certificate of Occupancy. Provided, however, that if the weather or season of the year does not allow plantings, prior to the application for the Certificate of Occupancy, the funds for said plantings shall be held in escrow by the Declarant to ensure compliance in a timely fashion. Until such time as all plantings are established, Declarant shall have access to water for plantings and maintain the upkeep of the space. After the plantings are established, maintenance of the plantings and the area shall be the responsibility of the Association.

As to the drainage system on the Plan, until 75% of the lots on the Plan have been sold, the responsibility to inspect and maintain the drainage system shall be the Declarant's. After 75% of the lots are sold, the responsibility to inspect and maintain the drainage system shall be the responsibility of the Association, as shown on the DEM approved maintenance plan.

To facilitate the inspection and maintenance of the drainage system a portion of the \$500.00 homeowner's fee shall be designated for that purpose in the first year and reevaluated by the Association on an annual basis.

SECTION 2.11 The above restrictions and protective covenants shall run with the land and all provisions of this Declaration shall benefit all portions of the Property and shall be, without limitation, for the benefit of and enforceable by each owner of a Parcel and its heirs, executors, administrators, successors and assigns and for the benefit of and enforceable by the Association and any successors or assigns of the Association to whom its benefits and enforcement by rights are specifically assigned by recorded instrument.

The Declarant hereby grants to the Association (and to the extent set forth in this Declaration, its successors and assigns) all rights, powers, remedies and other matters set forth in this Declaration as being granted or reserved to or in any way otherwise possessed or exercisable by the Association,

in each case to be held and exercised solely within others and subject to reservations in the Declarant as stated in the Declaration and otherwise on the terms and conditions set forth in this Declaration.

The Association shall, in addition to any other remedies, have the power in the event of breach of any provisions benefiting it (whether solely or jointly) to enter upon the land upon which such breach has occurred and to take steps to abate, remedy, or correct such breach, the owner of such land being liable forthwith to reimburse the Association for its costs in so abating, remedying or correcting such breach. The Association may assess fines in such reasonable amount as it may be deemed appropriate in the event of a breach of restrictions and protective covenants contained herein. Any such costs of abating, remedying or correcting breaches, including reasonable attorney's fees, and any such fines shall be a charge and lien upon the Parcel, and the Association shall have rights of collection, to the same extent as if such costs and fines were delinquent assessments.

In addition to any other remedies, any person having enforcement rights shall, as to such rights, be entitled to injunctive or other equitable relief.

The burden of all provisions of this Declaration (including without limitation grants, reservations, easements, protective covenants and restrictions) shall run with the land and bind the Declarant (which now owns the entire Property) and its various successors and assigns, including, without limitation, the Association and its successors and assigns as owner of any Open Space and each owner of a Parcel and such owner's successors and assigns.



## ARTICLE III

### EASEMENTS

SECTION 3.01 Each owner shall have the following easements, benefiting his or her parcel, subject to the terms, reservations and conditions set forth in this Declaration:

- a. The right to use the common Road for vehicular and pedestrian passage.
- b. The right to use the Open Space, or such part or parts thereof, as the Association from time to time designate for such purposes consistent with the Restrictions and Protective Covenants contained herein and subject to such uniform rules and regulations, as the Declarant or the Association may from time to time designate. Noting in this subsection (b) shall be deemed to limit the rights set forth in the immediately preceding subsections (a).

The Town of South Kingstown shall be named as Grantee for the purposes of enforcing the covenants of easements.

SECTION 3.02 Each Owner's easements granted in Section 1 of this Article III shall extend to any occupant of the owner's Parcel and to guests of the owner or any such occupant; provided however, that use of Open Space by such guests may be subject to rules adopted from time to time by the Association limiting the number of such guests.

SECTION 3.03 An easement is hereby granted to the Town of South Kingstown over the Open Space as presently designated on "Plan" to ensure its maintenance and conservation, recreation or park land for the enjoyment of present and future residents. This easement shall run with the land.

ARTICLE IV

PROPERTY RIGHTS

SECTION 4.01 Owner's Easement of Enjoyment. Every Owner shall have a right and easement of ingress and egress, use and enjoyment in and to the Open Space, which shall be appurtenant to and shall pass with the title to every Parcel, subject to the following provisions:

a. The right of the Association to suspend an owner's voting right and easement during which any assessment of the Association against that owner's Parcel remains unpaid, and for any infraction by an Owner of the Association's rules and regulations for the duration of the infraction and for an additional period thereafter not to exceed thirty (30) days;

b. the right of the Declarant, with regard to the Properties which may be owned for the purpose of development, to grant easements in and to the Open Space contained within the Property to any public agency, authority or utility for such purposes as benefits only the Properties or portions thereof and Owners of Lots contained therein;

c. the right of the Association to borrow money for the purpose of improving the General Common Area, or any portion thereof, for acquiring additional General Common Area, or for constructing, repairing or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a mortgage conveying all or any portion of the General Common Area, provided two-thirds (2/3) of each Association Member present at a meeting called for such purpose shall approve; provided however, the lien and encumbrance of any such mortgage given by the Association shall be subject and subordinate to any and all rights, interests, options,

easements and privileges reserved or established in this Declaration for the benefit of Declarant or any owner, or the holder of any mortgage, irrespective of when executed, given by the Declarant or any Owner encumbering any Parcel or other property located within NORTH WOODS HOMEOWNERS ASSOCIATION; and

d. the right of the Association to dedicate or transfer all or any portion of the Open Space Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved (i) by at least two-thirds (2/3) of the votes of those members of the Association who are present or represented by proxy and entitled to cast a vote at a meeting duly called for such purpose;

e. the right of Declarant and/or the Association from time to time to install, use, maintain, repair and replace electricity, water, gas, telephone, storm drain and any other utility lines and conduits of any nature and equipment associated therewith and to grant to others from time to time similar rights of installation, use, maintenance, repair and replacement under and over the Open Space;

f. the right of the Association from time to time to adopt uniform and reasonable written rules and regulations concerning the use of the Open Space consistent with its purpose as hereinbefore set forth;

g. the right of the Association from time to time to take appropriate steps to restrict access to the Open Space consistent with its purpose as hereinbefore set forth; and

h. the right of the Association from time to time to dedicate the Common Roads or any part thereof or easements

therein (together with any sewers, water mains, drains and any other utilities at any time located therein) to public use or to convey the same to the Town of South Kingstown, Rhode Island for public use to petition the Town of South Kingstown to take, lay out and accept the Public Roads, or any part thereof, as public ways. Each owner, by acceptance of his deed, shall be deemed to covenant and agree that he will, on request of the Association, from time to time join in any aid dedication of conveyance of Common Roads or any such petition to the Town of South Kingstown and from time to time execute and deliver to the Association or the Town of South Kingstown appropriate instruments to release said Town from any claims for damages on account of any taking, acceptance and/or laying out the Common Roads as public ways, and any other documents necessary or proper to establish such public ways and that the Association shall have the power to take, in the name of the Owner, any action required of the Owner under this subsection. Notwithstanding anything provided above, the rights and power of the Association and the covenant and agreement of the owners set forth in this subsection shall be exercisable and applicable only if action under this subsection is necessary in order to comply with subdivision, environmental or other land use laws, by-laws, rules and regulations controlling the sale of construction of improvements on or other development of one or more Parcels.

Declarant reserves unto itself and its assigns the right to manage the Association until 75% of the parcels are sold at which time, the management of the Association shall be transferred to the Association to be governed by the By-Laws.

#### ARTICLE V

#### RESTRICTIONS TO ELEVATION MODIFICATIONS

SECTION 5.01 Any alterations, modifications or changes in any manner to the elevation or topography as set forth on the plat in those areas designated Open Space, including those Open Space areas that may overlay on any lot of the plat are expressly prohibited.

SECTION 5.02 Any alterations, modifications or changes in any manner to the drainage swales as depicted on the Plat.

## ARTICLE VI

### AMENDMENTS

SECTION 6.01 Amendments. This Declaration may be amended unilaterally at any time and from time-to-time by Declarant.

- a. if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determine which shall be in conflict therewith;
- b. if such amendment is reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration;
- c. if such amendment is required by an institutional or government lender or purchaser of mortgage loans, including for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots subject to this Declaration; or
- d. if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the property

subject to this Declaration; provided however, any such amendment shall not adversely affect the title on any Owner's Parcel unless any such Owner shall consent thereto in writing. Further, until Declarant no longer owns any Parcels or until three (3) years from the date of recording this Declaration, whichever happens sooner, Declarant may unilaterally amend this Declaration for any other purpose; provided however, any such amendment shall not materially adversely affect the substantive rights of any Owner hereunder, nor shall it adversely affect title to any Parcel without the consent of the affected Owner.

In addition to the above, Declaration may be amended upon the affirmative vote or written consent of the Declarant.

The procedure for amendment by the Association (after the Declarant's rights terminate or with consent of Declarant) shall be as follows: All proposed amendments shall be submitted to a vote of the Members all at duly called meeting of the Association and any such proposed amendment shall be deemed approved if two-thirds (2/3) of the votes cast at such meeting in person or by proxy approve such amendment. Notices shall be given to each Member at least ten (10) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Members as set forth above, the President and Secretary or the Association shall execute an Addendum to this Declaration which shall set forth the amendment, and the date of the meeting of the Association at which such amendment was adopted. Such amendment shall become effective upon recordation in the Land Evidence Records of the Town of South Kingstown and shall relate back to the date of recording of the original Declaration.

IN WITNESS WHEREOF, True North Land Company, LLC has caused these presents to be executed by its duly authorized Member this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

True North Land Company, LLC

BY: \_\_\_\_\_

STATE OF RHODE ISLAND  
COUNTY OF \_\_\_\_\_

In \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2022 personally appeared \_\_\_\_\_ a Member of True North Land Company, LLC, to me known and known by me or proved to me through satisfactory evidence to be party executing the foregoing instrument on behalf of said limited liability company, and acknowledged that he/she executed said instrument with proper authority for the purpose stated therein as his/her free act and deed in said capacity and the free act and deed of said limited liability company.

\_\_\_\_\_  
Notary Public