

WHEN RECORDED RETURN TO:

[NAME]

[ADDRESS]

DECLARATION OF OPEN SPACE RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenant (“**Declaration**”) is executed as of this _____ day of _____, 2026 (the “**Effective Date**”), by 232 Realty Associates, LLC (“**Owner**”).

RECITALS

- A. Whereas, Owner is the owner of that certain parcel of land located in the County of Kent, State of Rhode Island (the “State”), known as the Town of Coventry Tax Assessor’s Plat 32, Lots 149-151, and 153, which is more fully described on **Exhibit A** hereto (“Property”).
- B. Whereas, the Property is part of a comprehensive permit approved by the Town of Coventry to allow for 162 residential units and several areas dedicated to open space (“Project”); and
- C. Whereas, as part of the Project, portions of the Property which is described and/or depicted on **Exhibit B** hereto shown as the “Open Space Lots” contains open space areas which shall be restricted into perpetuity, as set forth in this Covenant and pursuant to the Town of Coventry Zoning Ordinance and Land Development and Subdivision Regulations;

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein and in consideration of the issuance of final plan approval for the Project, Owner hereby declares as follows:

- 1. Purpose. It is the purpose of this Covenant to ensure that the Open Space Lots specifically noted on the plan will never be further developed or built upon except as set forth herein and/or shown on **Exhibit B.**, in perpetuity, enforceable by the Town of Coventry or by any owner of the Property.
- 2. Prohibited Uses by Owner within the open space area. The following activities and uses are expressly prohibited upon the Property:
 - a. The further subdivision or development of the Property, or the disturbance or change in the natural habitat of the Open Space Lot in any manner except as permitted pursuant to Paragraph 3 herein;
 - b. The placement or construction of any buildings, structures, or other improvements of any kind including, without limitation, camping accommodations or mobile homes, fences, signs, billboards or other advertising material, roads, parking lots, towers, or other structures, other than those

structures currently on the Property and as may be permitted pursuant to Paragraph 3 herein;

- c. Any ditching, filling, excavating, dredging, mining or drilling of sand, gravel, rock, minerals or other materials, or change in the topography of the land in any manner, except for those activities permitted for the Covenant of the Project as shown on **Exhibit B** and provided in Paragraph 3 herein;
- d. Any removal, destruction or cutting of trees or plants or planting of trees or plants (except as necessary to maintain the Property in a manner consistent with the purpose of this Covenant), use of fertilizers, spraying with biocides, introduction of non-native animals and/or invasive plant species, except for those activities permitted pursuant to Paragraph 3 herein;
- e. No activity shall occur in any protected wetland or buffer areas over which the State of Rhode Island Department of Environmental Management and/or the Coastal Resources Management Commission has jurisdiction that is outside the scope of any permit issued for the Property; and,
- f. The dumping or storing of trash, garbage, waste, refuse, debris, or any other material, and the changing of the topography through the placing of soil or other substance or material such as landfill or dredging spoils, nor shall any activities be conducted directly on the Property, which could cause erosion or siltation on the Property, except for those activities permitted pursuant to Paragraph 3 herein.

3. **Reserved Rights of Owner.** Notwithstanding anything else set forth in this Covenant, and without limiting the generality of the other rights granted herein, Owner hereby reserves and is granted the right to do and perform the following activities on the Open Space Lot in accordance with applicable laws and permits of the State of Rhode Island, the Town of North Kingstown and this Covenant:

- a. To excavate, grade, construct, install, keep, upgrade, maintain, repair and replace detention and/or retention basins, or any stormwater facilities, for purposes of storm water management and water quality, subject to permitting requirements, underground utility easements and piping;
- b. For the purpose of installing utilities in these areas to service this or adjacent properties.
- c. The maintenance of a 5' access path to the historic cemetery located on one of the Open Space Lots as shown on **Exhibit B**.

4. **Remedies.** If the owners of lots within the conservation development, violate these covenants for the Open Space Lot, the Town of Coventry may perform any necessary actions and enforce the payment for such costs, including reasonable attorneys' fees, by

an action at law or in equity against the owners or their successors or assigns. Nothing contained in this Covenant shall be construed to entitle the Town of Coventry or any person or entity to bring any action against Owner for any injury to or change in the Property resulting from any causes beyond Owner's control, including, without limitation, fire, flood, storm or earth movement.

5. Subsequent Transfers. Owner agrees to incorporate the terms of this Covenant by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest.
6. Successors. The covenants, terms, conditions and restrictions of this Covenant shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns, and shall continue as a servitude running in perpetuity with the Property.
7. Rhode Island Law. This Covenant shall be construed and given effect in accordance with the laws of the State of Rhode Island and not otherwise.
8. Notices. Any notices shall be mailed to the addresses listed after each party in the execution and tax assessor records.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

232 Realty Associates, LLC

By: _____
Its:

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In the _____, in said County, on the ____ day of _____, 20____, before me personally appeared the above-named _____, to me known and known by me to be the party executing the foregoing instrument and he acknowledged said instrument by him so executed to be the free act and deed of 232 Realty Associates, LLC.

Notary Public
Print Name:
My Commission Expires:

EXHIBIT "A"

EXHIBIT "B"

4914-7190-5669, v. 2