

The Homeowners' Association documents, restrictions, covenants and easements for now-combined Areas 2 and 3 of the Village at Tiogue (now known as Area 2) shall contain the following provisions:

1. As to those aspects of the covenants which are required to be imposed pursuant to the Subdivision and Land Development Regulations of the Town of Coventry, or the decision approving the Comprehensive Permit Project by which the units were approved, the Town of Coventry shall be entitled to enforce such covenants, and changes to such covenants shall not be made without the approval of the Planning Commission of said Town of Coventry.
2. The Homeowner's Association shall not be dissolved without prior notice to and approval of the Town Council of the Town of Coventry.
3. No lot shall be used except for residential purposes. No profession, trade, business or commercial enterprise may be conducted or operated on the Real Estate with the exception the Customary Home Occupation as defined in Article 2, Section 31 and as set forth in Section 9307 "Customary Home Occupation" of the Coventry Zoning Ordinance. No building shall be erected, altered, placed or permitted to remain on any lot other than as contemplated on the approved final plan except for accessory structures issued a building permit from the Town.
4. No lot or driveway shall be used for the temporary or permanent storage of automobiles under repair, trailers, campers, boats or a truck weighing more than Ten Thousand Five Hundred (10,500) gross vehicle weight (GVWR).
5. Pursuant to the subdivision regulations of the Town of Coventry, street trees shall be planted by the Declarant in accordance with the approved final plan for the development along the rights of way conveyed to the Town of Coventry, subject to an easement in favor of the Town of Coventry and Declarant for maintenance purposes. The Town must be allowed access to said trees (and said trees will be required to remain in place) whether or not they happen to be situated entirely within the right of way or on that portion of individual lots immediately adjacent to the right of way.
6. Each owner shall comply with all land use laws and regulations of the Town of Coventry and the State of Rhode Island.
7. Except for construction purposes or sales and marketing of homes in the subdivision which shall include a construction office, no structure of a temporary character, mobile house, trailer, tractor, tent, shack, garage or other building shall be used, placed, erected or constructed on any lot at any time, either temporarily or permanently.
8. The Homeowners' Association shall contract with professionals as required and shall collect and maintain sufficient funds to complete the relevant portions governing Area 2 of the Village at Tiogue operations and maintenance of the drainage system in accordance with the "Stormwater System Operation & Maintenance 232 Tiogue Avenue & 0 Tiffany Rd, Coventry, RI Assessor's Plat 32, Lots 149, 150, 151, 153" dated December 10, 2024 and prepared by DiPrete Engineering at Two Stafford Court, Cranston, RI 02920 ("SSOM").

9. For good and adequate non-monetary consideration, Declarant grants to the Town of Coventry, Rhode Island, easements in and to the Real Estate as follows in the event the Homeowners' Association fails to complete the required maintenance as set forth in the SSOM:

All drainage areas without limitation an easement to enter upon the "Open Space" areas as shown on said plan for all drainage related purposes relating to the Real Estate in Area 2 of the Village at Tiogue.

Such easement shall come with the ability for the Town to lien all real estate in Area 2 of the Village at Tiogue for all expenses related to the failure of the Homeowners' Association to complete the requirements of the SSOM.