

DECLARATION OF COVENANTS AND RESTRICTIONS

**HIGHLAND II CORPORATE PARK
CUMBERLAND, RHODE ISLAND**

DECLARANT:

**THE BLACKSTONE VALLEY DEVELOPMENT FOUNDATION, INC.
AND
WOONSOCKET INDUSTRIAL DEVELOPMENT CORPORATION**

DECLARATION OF COVENANTS AND RESTRICTIONS

HIGHLAND II CORPORATE PARK CUMBERLAND, RHODE ISLAND

WITNESSETH

This Declaration is made this ____ day of January, 1998, by The Blackstone Valley Development Foundation, Inc., a Rhode Island nonprofit corporation, and Woonsocket Industrial Development Corporation, a Rhode Island corporation (hereinafter jointly referred to as the "Declarant"):

The Declarant is the owner of that certain real property situated in the Town of Cumberland, State of Rhode Island, described on Exhibit A attached hereto and made a part hereof, and known as the Highland II Corporate Park.

The Highland II Corporate Park is being developed as a planned business/industrial park. It is the Declarant's desire and intention to subject the real property comprising said business/industrial park to covenants and restrictions for the benefit of the property, the Declarant, and the purchasers of lots in the Highland II Corporate Park. It is intended that said covenants and restrictions shall run with the land comprising the Highland II Corporate Park and bind and benefit not only said purchasers and the Declarant but also their respective heirs, executors, administrators, successors, and assigns, and that all lots in Highland II Corporate Park shall be held, used, leased, sold, transferred and conveyed subject to the covenants, conditions, and restrictions set forth in this Declaration.

It is the intention of the Declarant to further the plan of subdivision of such real property by means of the covenants and restrictions set forth in this Declaration. Said covenants and restrictions are intended to be common to all of the lots in the Highland II Corporate Park which are to be developed for business and/or industrial purposes and to enhance and protect the value, desirability, and attractiveness of all such lots to their mutual benefit.

ARTICLE I

DEFINITIONS

Unless the context otherwise specifies or requires the terms defined in this Article I shall, as used in this Declaration, have the meanings herein set forth:

1.1 ARCHITECT. The term "Architect" shall mean a person holding a certificate of registration to practice architecture in the State of Rhode Island.

1.2 BENEFICIARY. The term "Beneficiary" shall mean a mortgagee of a Lot.

1.3 DECLARANT. The term “Declarant” shall mean The Blackstone Valley Development Foundation, Inc. and the Woonsocket Industrial Development Corporation to the extent provided in Article VIII of this Declaration, their successors, and assigns.

1.4 DECLARATION. The term “Declaration” shall mean this Declaration of Covenants and Restrictions for Highland II Corporate Park, as it may from time to time, be amended or supplemented.

1.5 DESIGN GUIDELINES. The term “Design Guidelines” shall mean the standards and requirements established from time to time by Declarant with respect to property which may cover, without limitation, such subjects as building and site design, layout, parking, landscaping, signs, construction, and other matters referred to in this Declaration, a copy of which is attached hereto as Exhibit B, as the same may be amended from time to time.

1.6 DESIGN PROFESSIONAL. The term “Design Professional” shall mean a person holding a valid certificate of registration to practice architecture, landscape architecture, engineering, and/or surveying in the State of Rhode Island.

1.7 HIGHLAND II CORPORATE PARK. The term “Highland II Corporate Park” shall be synonymous with the term “Subject Property” and shall mean all of the real property now or hereafter made subject to this Declaration.

1.8 IMPROVEMENT-IMPROVEMENTS. The term “Improvement” or “Improvements” shall include structures, buildings, outbuildings, roads, driveways, parking areas, fences, screening walls and barriers, retaining walls, stairs, decks, water lines, sewers, electrical and gas distribution facilities, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, loading areas, and all other structures, installations, and landscaping of every type and kinds, whether above or below the land surface.

1.9 LOT. The term “Lot” shall mean the fractional portions of the Subject Property as subdivided on subdivision maps recorded from time to time in the Records of Land Evidence in the Town of Cumberland, Rhode Island entitled: Subdivision Plan of Highland II Corporate Park Plan No. 4 and 5 Plat 51, Lots 1, 2, 5 & 6 and Plat 52, Lots 15 & 336 Cumberland Rhode Island Owner/Subdivider Blackstone Valley Development Foundation and Woonsocket Industrial Development Corporation Project 379.00 Date: February 25, 1994 Scale: 1”=80’ Sheets 5 & 6 Crossman Engineering, Inc. Warwick, Rhode Island Recorded in the Cumberland, Rhode Island Records of Land Evidence as Plat Card 986 through 991 on slides 918 through 923 (the “Plan”) designated as Lots: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, & 27.

1.10 MORTGAGE. The term “Mortgage” shall mean a mortgage of a Lot.

1.11 MORTGAGEE. The term “Mortgagee” shall mean a mortgagee of a Mortgage.

1.12 OCCUPANT. The term “Occupant” shall mean a lessee or licensee of an Owner or any other person or entity other than an Owner in lawful possession of all or any part of a Lot with permission of the Owner.

1.13 OWNER. The term “Owner” shall mean and refer to any person or entity that is the record holder of fee simple title to any Lot, excluding any entity or person who holds such interest as security for the payment of an obligation, but including any mortgagee or other security holder in actual possession of a Lot.

1.14 RECORD-RECORDED-RECORDATION. The term “record”, “recorded”, or “recordation” shall mean, with respect to any document, Cumberland, Rhode Island Records of Land Evidence.

1.15 SIGN. The term “sign” shall mean any structure, device, or contrivance, electric or non-electric, upon or within which any poster, bill bulletin, printing, lettering, painting, device, or other advertising or announcement of any kind whatsoever is used, placed, posted, tacked, nailed, pasted, or otherwise fastened or affixed.

1.16 STREET-STREETS. The term “street” or “streets” shall mean any street, highway, road, or thoroughfare within or adjacent to the Subject Property and shown on the Plan, whether designated thereon as street, boulevard, place, drive, road, court, terrace, way, lane, circle, or otherwise.

1.17 SUBJECT PROPERTY. The term “Subject Property” shall be synonymous with the term “Highland II Corporate Park” and shall mean all of the real property described on Exhibit A.

1.18 VISIBLE FROM NEIGHBORING PROPERTY. The term “visible from neighboring property” shall mean, with respect to any given object on a Lot, that such object is or would be visible to a person six (6) feet tall, standing on any part of any adjacent Lot or other property at an elevation no greater than the elevation of the base of the object being viewed.

ARTICLE II

SUBJECT PROPERTY

2.1 GENERAL DECLARATION. Declarant hereby declares that all of that real property located in the Town of Cumberland, Rhode Island, and more particularly described on Exhibit A is, and shall be, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved, or transferred in whole or in part, subject to the provisions and terms of this Declaration. All of the covenants and restrictions set forth herein are declared and agreed to be in furtherance of a general plan for the subdivision, improvement, and sale of the Subject Property and are established for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Subject Property and every part thereof. All of said covenants and restrictions shall run with all of the Subject Property for all purposes and shall be binding upon and inure to the benefit of Declarant and all Owners, Occupants, and their heirs, executors, administrators, successors and assigns as set forth in this Declaration.

2.2 ADDITION OF OTHER REALTY. Declarant may at any time during the pendency of this Declaration add all or a portion of any real property now or hereinafter owned by Declarant to the Subject Property, and upon recording of a notice of addition of real property containing at

least the provisions set forth in Section 2.3, the provisions of this Declaration specified in said notice shall apply to such added real property in the same manner as if it were originally covered by this Declaration. Thereafter, to the extent that this Declaration is made applicable thereto, the rights, powers, and responsibilities of Declarant and the Owners and Occupants of Lots within such added real property shall be the same as in the case of the real property described in Exhibit A.

2.3 NOTICE OF ADDITION TO LAND. The notice of addition of real property referred to in Section 2.2 shall contain at least the following provisions:

(a) A reference to this Declaration stating the date of recording and the book or books of the Cumberland, Rhode Island Records of Land Evidence, and the page numbers where this Declaration is recorded,

(b) A statement that the provisions of this Declaration, or some specified part thereof, shall apply to such added real property,

(c) A legal description of such added real property, and

(d) Such other or different covenants and restrictions as Declarant shall, in its discretion, specify to regulate and control the use, occupancy, and Improvements of such added real property.

2.4 RESALE OF LOTS. No Lot or part thereof originally conveyed by the Declarant which is not improved with a building thereon which has been constructed with the approval of the Declarant (as subsequently provided for herein) as provided in the provisions hereof may be leased, resold or otherwise disposed of without first being offered in writing for sale to the Declarant at the same price per square foot at which it was originally sold by the Declarant and upon terms no less favorable to the buyer than those upon which such Lot was originally sold by the Declarant. Nothing herein shall prevent the Owner of a Lot on which has been constructed a building built in accordance with the approval of the Declarant (as subsequently provided for herein) as provided in the provisions hereof from selling the Lot, so improved, to a purchaser of its choice at whatever price the Owner chooses. In the event a right to repurchase by the Declarant accrues hereunder, the Declarant shall have thirty (30) days after receiving written notice of the Owner's intention to sell to elect whether or not the Declarant wishes to exercise its right to purchase. If the Declarant elects to purchase, it shall do so by a written notice to the Owner stating a date for closing the sale which date shall be no earlier than twenty (20) and no later than forty (40) days from the date the Owner is given notice of said election to purchase. Unless the parties mutually agree otherwise, the closing will take place at the Declarant's office. A good and clear record and marketable title, free of all encumbrances, will be transferred to the Declarant, by the Owner of the Lot.

ARTICLE III

CONSTRUCTION OF IMPROVEMENTS

3.1 APPROVAL OF PLANS REQUIRED. No site alterations or Improvements shall be erected, placed, altered, maintained, or permitted to remain on any Lot by any Owner until final

plans and specifications shall have been submitted to and approved in writing by the Declarant. Such final plans and specifications shall be dated and submitted in duplicate over the signature of the Owner, the signature of an authorized officer, member, manager or partner of the Owner or the authorized agent of the Owner. Such plans and specifications shall be in such form and shall contain such information as may be required by the Declarant but shall in any event include the following:

(a) A site development plan of the Lot showing the nature, grading scheme, kind, shape, composition, and location of all structures, buildings, and outbuildings and other Improvements on or proposed to be constructed on a Lot (including proposed front, rear, and side setback lines), and all structures, buildings and outbuildings existing on adjoining Lots, and the number and location of all parking spaces and driveways on the Lot,

(b) A landscaping plan for the particular Lot,

(c) A plan for the location of signs and lighting,

(d) A plan for the extension of utility services to the development,

(e) A building elevation plan showing dimensions, materials, and exterior color scheme in no less detail than required by the appropriate governmental authority for the issuance of a building permit. Material changes in approved plans must be similarly submitted to and approved by Declarant,

(f) Drainage plan and soil erosion control plan, and

(g) In the case of additions or alterations to any existing structure, building, or outbuilding the site development plan shall clearly show the proposed additions or alterations.

3.2 BASIS FOR APPROVAL. Plans for site alterations and/or Improvements will be approved only if such plans are prepared by a design professional. Owners are encouraged to utilize the services of a landscape architect. Approval of plans shall be based, among other things, upon compliance with the Design Guidelines prepared for the Subject Property by Declarant, including adequacy of site dimensions, adequacy of structural design, conformity and harmony of external design with neighboring structures, effect of location and use of proposed Improvements upon neighboring Lots, proper facing of main elevation with respect to nearby streets, adequacy of screening of mechanical, air-conditioning, or other roof-top installation, and conformity of the plans and specifications to the purpose and general plan and intent of this Declaration. The Declarant, at its discretion, reserves the right to vary or waive the application of the Design Guidelines upon such terms and conditions as it deems appropriate. All plans shall provide for the underground installation of power, electrical, telephone, and other utility lines from the property line to buildings.

ALL plans for a proposed building shall be prepared by an Architect. The Declarant shall not arbitrarily or unreasonably withhold its approval of any plans provided, except as otherwise provided in this Declaration. The Declarant shall have the right to disapprove any plans and specifications submitted hereunder on any reasonable grounds including, but not limited to, the following:

- (a) Failure to comply with any of the restrictions set forth in this Declaration,
- (b) Failure to include information in such plans and specifications as may have been reasonably requested by Declarant,
- (c) Objection to the exterior design, the appearance of materials, or materials employed in any proposed structure, building, outbuildings or other Improvements,
- (d) Objection on the ground of incompatibility of any proposed structure, building or outbuilding or other Improvement or use with existing structures, building or outbuilding or other Improvement or uses upon other Lots or other property in the vicinity of the Subject Property,
- (e) Objection to the location of any proposed structure, building or outbuilding or other Improvement with reference to other Lots or property in the vicinity,
- (f) Objection to the grading or landscaping plan for any Lot,
- (g) Objection to the color scheme, finish, proportions, style of architecture, height, bulk, or appropriateness of any structure,
- (h) Objection to the number or size of parking spaces or to the design of the parking area, and
- (i) Any other matter that, in the judgment of the Declarant, would render the proposed Improvements or use inharmonious with the general plan for improvement of the Subject Property or with Improvements located upon other Lots or other property in the vicinity of the Subject Property.

3.3 RESULT OF INACTION. If Declarant fails either to approve or disapprove plans submitted to it for approval within forty-five (45) days after the same have been submitted, it shall be conclusively presumed that Declarant has disapproved said plans, provided, however, that if within the forty-five (45) day period Declarant gives written notice of the fact that more time is required for the review of such plans, there shall be no presumption that the same are disapproved until the expiration of such reasonable period of time as is set forth in the notice.

3.4 APPROVAL. Declarant may approve plans as submitted, or as altered or amended, or it may grant its approval to the same subject to specific conditions. Upon approval or conditional approval by Declarant of any plans submitted, a copy of such plans, together with any conditions, shall be deposited for permanent record with Declarant, and a copy of such plans, bearing such approval together with any conditions, shall be returned to the applicant submitting the same.

3.5 PROCEEDING WITH WORK. Upon receipt of approval from Declarant pursuant to Section 3.4, the Owner, or Occupant, or both, to whom the same is given, shall, as soon as practicable, satisfy any and all conditions of such approval and shall diligently proceed with the commencement of all approved excavation, construction, refinishing, and alterations. In all cases, work shall commence within six (6) months from the date of approval, and if work is not

so commenced, approval shall be deemed revoked unless Declarant, pursuant to written request made and received prior to the expiration of said six (6) month period, extends the period of time within which work must be commenced.

3.6 COMPLETION OF WORK. Within two (2) years after the delivery by the Declarant of a deed to a Lot, construction of a structure or building approved by the Declarant (as previously provided) must be begun and thereafter if construction is not so begun and completed within such two (2) year period, and the Declarant does not (in writing) extend the time for the initiation and/or completion of the structure or building, the Declarant shall have the right to repurchase the Lot with any Improvements thereon for a price equal to the price for which the Lot was originally sold by the Declarant. The Declarant must exercise its right by a notice in writing to the Owner of the Lot. Said notice shall state a date for closing the sale which date shall be no earlier than twenty (20) and no later than forty (40) days from the date the Owner is given notice of the Declarant's election to purchase. Unless the parties agree otherwise, the closing will take place at the Declarant's office. A good and clear record and marketable title, free of all encumbrances, will be transferred by the Owner of the Lot purchased.

3.7 DECLARANT NOT LIABLE. Declarant shall not be liable for any damage, loss, or prejudice suffered or claimed by any person on account of:

- (a) The approval or disapproval of any plans, drawings, and specifications, whether or not in any way defective,
- (b) The construction of any Improvement or performance of any work, whether or not pursuant to approved plans, drawings, and specifications, or
- (c) The development of any Lot within Highland II Corporate Park.

3.8 CONSTRUCTION WITHOUT APPROVAL. If any Improvement shall be built, constructed, erected, placed, or maintained upon any Lot, or any new use commenced upon any Lot, or any changes made after the commencement of construction, other than in accordance with the approval by the Declarant pursuant to the provisions of this Article III, such construction, alteration, erection, placement, maintenance, or use shall be deemed to have been undertaken in violation of this Declaration, and upon written notice from Declarant, any such Improvement so built, constructed, altered, erected, placed, maintained, or used upon any Lot in violation of this Declaration shall be removed or altered by the Owner or Occupant so as to conform to this Declaration, and any such use shall cease or be amended by the Owner or Occupant so as to conform to this Declaration. Should such removal for alteration or cessation or amendment or use not be accomplished within thirty (30) days after receipt of such notice, then the Owner or Occupant of this Declaration shall be subject to the enforcement procedures set forth in Article VII.

ARTICLE IV

DEVELOPMENT STANDARDS

4.1 MINIMUM SETBACK. No Improvement, and no part thereof, shall be placed

closer than permitted by Declarant to an interior property line of a Lot, except as otherwise provided in Section 4.2. "Interior property line" shall mean the boundary between any Lot within the Subject Property and all other property or Lots bordering upon the Lot. No Improvements, and no part thereof, shall be placed closer than fifty (50) feet from the front property line and forty (40) feet from the side and rear property lines of a Lot.

4.2 EXCEPTIONS TO SETBACK REQUIREMENTS. The following Improvements, or parts of Improvements, are specifically excluded from the setback requirements set forth in Section 4.1:

- (a) Steps and walkways,
- (b) Access or service roadways,
- (c) Fences, subject to the requirements set forth in Section 4.5,
- (d) Landscaping and irrigation systems,
- (e) Planters, not to exceed three (3) feet in height, except that planters of greater height may be built within the setback area with the prior written approval of Declarant,
- (g) Lighting fixtures, subject to the prior written approval of Declarant,
- (h) Underground utilities and sewers, and
- (i) Parking areas when specifically approved by Declarant in writing.

4.3 SITE COVERAGE. No more than forty percent (40%) of the surface area of any Lot shall be improved with structures, unless specifically approved in writing by Declarant. A structure shall include all buildings, outbuildings or structures and other Improvements having a self-supported roof and/or sidewalks.

4.4 LANDSCAPING. Within ninety (90) days following completion of construction, or by the date any such structure is occupied, whichever shall occur first, each Lot shall be landscaped in accordance with the plans and specifications prepared by the Design Professional. Declarant reserves the right to grant extensions of said period to conform to the planting season. The area of each Lot between any street and any minimum setback line as set forth in Section 4.1 shall be landscaped with an attractive combination of trees, shrubs, and other ground cover. All portions of a Lot not fronting a street and not used for parking, storage, or buildings shall be landscaped in a complementary and similar manner. No less than twenty percent (20%) of the surface area of any Lot shall be devoted to landscaping either natural (existing) or planted unless approved otherwise by the Declarant.

The perimeter of parking areas shall be landscaped with solid screen evergreen plant material so as to screen said areas from view from adjacent streets and freeways. Such screening shall extend at least forty-eight (48) inches above the high point of the finished pavement in said parking area. Landscape earth in berms are encouraged and may be used in

combination with the solid screen planting. Berms shall vary in contour and average not more than three (3) feet in height.

If an outdoor parking lot contains fifteen or more parking spaces, not less than six percent of the interior of such parking lot shall be landscaped. The use of landscaped earth berms to accomplish such landscaping is encouraged. Strips between parking bays shall also be landscaped with appropriate ground cover and deciduous trees.

After completion, such landscaping as is herein required shall be maintained in a sightly and well-kept condition. If, in Declarant's reasonable opinion, the required landscaping is not maintained in a sightly and well-kept condition, Declarant shall be entitled to the remedies set forth in Article VII.

4.5 MAXIMUM BUILDING HEIGHT. No structure of any kind constructed on the site shall exceed the height of forty (40) feet above the established grade for the site without the prior written approval of Declarant.

4.6 SIGNS. No sign shall be permitted on any Lot unless approved by Declarant in writing. No sign shall be approved other than business park identification signs, informational and vehicular control signs, signs identifying the building or the business of the Owner or Occupant of a Lot, signs offering the Lot for sale or lease, and temporary development signs. Prohibited signs include billboards, roof signs, A-frame and portable signs, light bulb strings, pennant strings, banners, streamers, spinners, and devices of a similar nature, and all moving, flashing, rotating or blinking signs and flags, other than flags of the United States, State of Rhode Island or a flag identifying the Owner or Occupant. Wall signs shall not exceed an aggregate of one (1) square foot per linear foot of front wall length not to exceed sixty (60) square feet. One free-standing sign structure per business identifying the principal use shall be permitted provided that the total area is not greater than forty-three (43) square feet (see attached sign detail).

4.7 FENCES. No fences shall be permitted on any Lot unless such fence is necessary for security or screening purposes. The Declarant reserves the right to approve the location and design of all fences, and no fence shall be constructed without a letter of approval from the Declarant.

4.8 PARKING AREAS. Off-street parking adequate to accommodate the parking needs of the Owner or Occupant and the employees and visitors thereof shall be provided by the Owner or Occupant of each Lot. The intent of this provision is to prohibit any on-street parking. If parking requirements increase as a result of a change in the use of a Lot or in the number of persons employed by the Owner or Occupant, additional off-street parking shall be provided so as to satisfy the intent of this section. All parking areas shall conform to the following standards:

(a) Required off-street parking shall be provided on same Lot as the building it services, on a contiguous Lot, or within such distance from the Lot as Declarant deems reasonable. Where parking is provided other than upon the same Lot, Declarant shall be provided a certified copy of a recorded instrument, duly executed and acknowledged by the person or persons holding title to the Lot or other property upon which the parking area is located, stipulating to the reservation of the use of the Lot or other property for such parking

area. Such reservation shall be preserved for such term of years as Declarant deems reasonable. Parking areas shall be landscaped in accordance with Paragraph 4.4.

(b) Parking areas shall be paved so as to provide dust-free all-weather surfaces. Each parking space provided shall be designated by lines painted upon the paved surface and shall be adequate in area. All parking areas shall provide, in addition to parking spaces, adequate driveways and space for the movement of vehicles and adequate drainage.

4.9 DRIVEWAYS. All entrance and exit driveways should not be permitted closer than fifty (50) feet from a street intersection or fifty (50) feet from another entrance or exit driveway.

4.10 STORAGE AND LOADING AREAS. The location of any outside storage, maintenance, and loading areas must be approved by the Declarant in writing. Such facilities must be constructed, maintained, and used in accordance with the following conditions:

(a) Outside storage of materials, supplies, or equipment, including trucks or other motor vehicles, shall be permitted only if:

- (i) The material, equipment, or objects stored outside are incidental to the activities regularly conducted on the premises.
- (ii) The area devoted to outside storage does not exceed five percent of the gross floor area of the principal structure on the site.
- (iii) The area is screened on sides and top and harmonizes with the architecture, design, and appearance of neighboring structures, landscapes, and other surroundings, and
- (iv) The area is located upon the rear portions of a Lot, unless otherwise approved in writing by Declarant.

(b) Provision shall be made on each site for any necessary vehicle loading, and no on-street vehicle loading shall be permitted.

(c) Loading dock areas shall be set back, recessed, or screened so as not to be visible from neighboring property or streets, and in no event shall a loading dock be closer than seventy-five (75) feet from a property line fronting upon a street unless otherwise approved in writing by Declarant.

4.11 CLEARING, GRUBBING, TREE-CUTTING. No clearing and grubbing or cutting of trees shall be permitted without the expressed permission of the Declarant except in connection with construction of an Improvement that has (a) been approved in accordance with this Declaration, (b) has been properly surveyed and staked, and (c) has been field certified by Declarant.

4.12 LIGHTING. All lighting shall be designed so that the lighting sources are not visible from neighboring properties or streets, so called “wall pack” lights mounted on buildings are not acceptable without specific approval of the Declarant, for extenuating circumstances.

4.13 REFUSE COLLECTION AREA. All outdoor refuse collection areas shall be enclosed and solidly screened so as not to be visible from neighboring property or streets. No refuse collection area will be permitted between a street and a building.

4.14 FLAGPOLES. Flagpoles for display of the American flag, State and other flags such as corporate logo flags are encouraged. All flagpoles in Highland II Corporate Park are to be no less than thirty (30) feet, nor more than forty (40) feet above the ground. Flagpole etiquette as prescribed by Congress shall be observed. Flagpole location(s) must be indicated on the site plan and shall be placed to present a complimentary relationship with adjacent sites. Flags shall be approximately three (3) feet high by seven (7) feet long. The location(s) shall be subject to the approval of the Declarant. If flagpoles are present on a site, flags shall be displayed whenever the business is in operation. No flags containing advertisements or reading “For Sale” or “Open” shall be permitted.

ARTICLE V

REGULATION OF OPERATIONS AND USES

5.1 PERMITTED USES. The following uses will be permitted upon a Lot:

- 1) Light industrial (includes light manufacturing, fabricating, processing, converting, altering and assembling and testing of products).
- 2) Office uses relating to but not necessarily limited to scientific, medical and industrial research, product development and testing, engineering development, biotechnical research and development, marketing development and manufacturing.
- 3) Office operations relating to but not necessarily limited to medical, business, and financial services.
- 4) Warehousing and distribution which is incidental to any on-site permitted use.

Such approved uses shall be performed or carried out entirely within a building that is so designed and constructed that the enclosed operations and uses do not cause or produce a nuisance to other Lots or property.

5.2 PERMITTED USES OUTSIDE OF STRUCTURES. Permitted uses that cannot be carried on within a structure may be permitted out of doors, provided Declarant specifically consents to such activity in writing and further provided such activity is screened so as not to be visible from neighboring property and streets.

5.3 USES ONLY WITH PERMISSION. Child care facilities, business support services, and other incidental uses insofar as such uses are authorized by local governmental agencies or commissions.

5.4 PROHIBITED USES. The following operations and uses shall not be permitted on any property subject to this Declaration:

- (a) Residential use of any type,
- (b) Trailer courts or recreation vehicle campgrounds,
- (c) Junk yards, wrecking yards, or recycling facilities,
- (d) Mining, drilling for, or removing oil, gas, or other hydrocarbon substances,
- (e) Refining of petroleum or of its products,
- (f) Commercial excavation of building or construction materials, provided that this prohibition shall not be construed to prohibit any excavation necessary in the course of approved construction pursuant to Article III,
- (g) Distillation of bones,
- (h) Dumping, disposal, incineration, or reduction of garbage, sewage, offal, dead animals, or other refuse,
- (i) Fat rendering,
- (j) Stockyard or slaughter of animals,
- (k) Smelting of iron, tin, zinc, or any other ore or ores,
- (l) Cemeteries,
- (m) Joint or honor farms, or other agricultural uses,
- (n) Labor or migrant worker camps,
- (o) Truck terminals (incidental truck usage is specifically permitted),
- (p) Automobile, go-cart, motorcycle, or quarter midget race tracks and other vehicle endurance or race tracks,
- (q) New or used car or boat sales lots, sales of parts and accessories, or vehicle maintenance except as incidental to a permitted use with respect to vehicles owned or operated by an Owner or Occupant,
- (r) Commercial parking lots and structures,
- (s) Retail or general warehouse or distribution uses unless specifically approved by Declarant,
- (t) Hazardous waste storage or treatment facilities,
- (u) Uses, activities or operations which violate any governmental building, fire, safety, zoning, health, environmental, or similar standards applicable to or binding upon

Declarant, the Subject Property, or the Owner or the Occupant of any Lot within Subject Property.

5.5 NUISANCES. No nuisance shall be permitted to exist on any Lot and no operations which constitute a nuisance shall be permitted upon any Lot which are offensive or detrimental to any adjacent Lot or property or to its occupants. A “nuisance” shall include, but not be limited to, any of the following conditions:

(a) Any use of a Lot, including careless construction activity, that emits dust, sweepings, dirt, or cinders into the atmosphere, or discharges liquid, solid wastes, or other matter into any stream, river, or other waterway that, in the opinion of Declarant, may adversely affect the health, safety, comfort of, or intended use of the property by persons. No waste, substance or materials of any kind shall be discharged into any public sewer serving the Subject Property or any part thereof in violation of any regulation of any public body having jurisdiction over such public sewer.

(b) The escape or discharge of any fumes, odors, gases, vapors, steam, acids, or other substance into the atmosphere, which discharge, in the opinion of Declarant, may be detrimental to the health, safety, or welfare of any person or may interfere with the comfort of persons or may be harmful to property or vegetation.

(c) The radiation or discharge of glare or heat, or atomic, electromagnetic, microwave, ultrasonic, laser, or other radiation, unless the operations producing the same are performed within an enclosed or screened area in such manner that the glare, heat, or radiation emitted is not discernible from any point exterior to the site or Lot upon which the operation is conducted.

(d) No outside speaker or public address system shall be permitted without the written consent of the Declarant. The sound pressure level present at any Lot boundary line of any machine, device, or any combination of same, from any individual plant or operation, shall not exceed the decibel levels in the following designated octave bands:

OCTAVE BAND CENTER FREQUENCY (Hz)	MAXIMUM SOUND PRESSURE LEVELS (dB) AT BOUNDARY LINE OF LOTS
31.5	78
62	72
125	65
250	59
500	55
1,000	52
2,000	50
4,000	48
8,000	47

A-scale levels for monitoring purposes are equivalent to 60 dB(A). The maximum permissible noise levels for the octave bands shown above are equal to an NC-50 Noise Criterion curve when plotted on the preferred frequency scale.

Reasonable noise from motor vehicles and other transportation facilities shall not be considered, so long as the vehicles or other transportation facilities are not continuously operated on the subject Lot.

The operation of signaling devices and other equipment having impulsive or noncontinuous sound characteristics shall have the following corrections applied.

Corrections	
Pure Tone Content	5 db
Impulsive Character	- 5 db
Duration for Noncontinuous Sounds	
in daytime only	
1 min/hr	+ 5 db
10 sec/10 min	+10 db
2 sec/10 min	+15 db

The reference for the db values listed above is the pressure of 0.0002 microbar or 0.0002 dyne/cm².

(e) Visible emissions of smoke or steam will not be permitted (outside of any structure) that exceed Ringlemann No. 1 on the Ringlemann Chart of the U.S. Bureau of Mines. Visible emissions resulting from the disposal of trash and waste materials shall not exceed such level. Wind-borne dust, sprays, and mists originating from operations on any Lot are prohibited.

(f) Structures shall be constructed and machinery and equipment installed and insulated on each Lot so that the ground vibration inherently and recurrently generated is not perceptible without instruments exterior to any building.

5.7 STORAGE OF HAZARDOUS MATERIALS. No material of a hazardous character, as defined by the Hazardous Substance Act (Rhode Island General Laws § 23-24-2) shall be stored except with the written approval of the Declarant and in strict compliance with requirements of applicable local, state, and Federal agencies governing such storage.

5.8 HIGHLAND CONSERVATION AREA. The Owner or Occupant of any Lot shall at all times conduct its use and activities in a manner that will preserve the integrity of the Highland Conservation Area including the prevention of any degradation of water quality, any reduction or increase in the drainage into the Highland Conservation Area and any damage to the stream bed or banks of waterways situated in the Highland Conservation Area.

The Owner of or Occupant of any Lot shall not conduct or permit the conduct of the following activities:

- (a) The discharge of any liquid, solid, or gas into the Highland Conservation Area,
- (b) The use of any fertilizers or herbicides in a manner that will result in such fertilizers or herbicides or the residue thereof entering Highland Conservation Area,
- (c) Any accumulation of litter or debris.

5.9 CONDITION OF PROPERTY. The Owners and Occupants of all Lots shall at all times keep the Lots and the structures, buildings, Improvements, and appurtenances thereon, in a safe, clean, and wholesome condition and comply, at their own expense, in all aspects with all applicable governmental, health, fire and safety ordinances, regulations, requirements, and directives, and all Owners and Occupants shall at regular and frequent intervals remove at their own expense any rubbish of any character whatsoever that may accumulate upon Lot.

5.10 MAINTENANCE OF GROUNDS.

(a) Each Owner shall be responsible for the maintenance and repair of all parking areas, driveways, walkways, and landscaping of the Owner's Lot. Such maintenance and repair shall include, without limitation:

(1) Maintenance of all parking areas, driveways, and walkways in a clean and safe condition, including the paving and repairing or resurfacing of such areas when necessary with the type of material originally installed thereon or such substitute therefore as shall, in all respects, be equal thereto in quality, appearance, and durability; the removal of debris and waste material and the washing and sweeping of paved areas; the painting and repainting of striping markers and directional signals as required; and the removal of snow and ice on the public sidewalk from property line to property line;

(2) Cleaning, maintenance, repair, replacement and relamping of any external lighting fixtures, as may be the property of any public utility or government body; and

(3) Performance of all necessary maintenance of all landscaping, including the trimming, watering, and fertilization of all grass, groundcover, shrubs, or trees; the removal of dead or waste materials; the replacement of any dead or diseased grass, groundcover, shrubs, or trees.

(b) Each Owner shall be assessed a charge (the "Maintenance Assessment") for the maintenance of the open space and common areas on the Subject Property, landscape easements, signage, and upkeep of the shoulder areas along the public rights-of-way.

Such charge shall be paid to the Declarant and shall equal an amount that represents that proportion of the total cost of such maintenance as the area of the Lot owned by the Owner is proportion to the total area of all developable Lots comprising the Subject Property. The Maintenance Assessment shall be assessed as follows:

(1) Authority. Declarant shall have the power to levy, subject to any mortgage now or hereafter, a lien against any Lot, general and special assessments upon and against the Owners of the Lots for the purpose of carrying out the obligations, duties, and powers herein set forth, including any legal and other costs incurred in enforcing this Declaration in accordance with the terms hereof. All assessments shall be on a calendar year basis. All general assessments for any year shall be levied on or before July 1 of that year. Maintenance assessments may be prorated for amount of ownership with respect to the year in which the closing on a Lot occurs. Maintenance assessments may be prorated with respect to the year in which the closing of the Lot occurs.

(2) Procedures. All assessments shall be made in the manner and shall be subject to the following procedures and notations:

- (i) On or about March 1 of each year, Declarant shall submit a proposed budget with a notice of the date for a general meeting to discuss the budget with all Owners.
- (ii) After such meeting, Declarant shall adopt a budget for the calendar year and shall assess each Owner for a pro rata share of the costs. The share payable of each Owner shall be a fraction, the denominator of which shall be the number of square feet in Lots in Highland II Corporate Park and the numerator of which shall be the number of square feet of the Owner's Lot times the costs set forth in such budget provided, however, that the maximum general assessment for each Owner for the 1996 calendar year shall be a charge of no more than \$250 per acre and the maximum general assessment for any year thereafter shall be no more than that amount equal to the assessment for the prior calendar year multiplied by one hundred percent (100%) of the increase in the Consumer Price Index for the preceding calendar year. The Consumer Price Index referred to herein shall be taken to mean the "Consumer Price Index – U.S. City Average for Wage Earners and Clerical Workers" (Revised Series) 1967 = 100 published by the United States Department of Labor, Bureau of Labor Statistics. The statistical methods and localities used in computing the Consumer Price Index shall be such as are chosen by the United States Department of Labor for that purpose, irrespective of whether the methods and localities are changed from time to time. If the United States Department of Labor discontinues publishing the Consumer Price Index at regular periods, then any similar reports released by any other bureau, department, or agency of the United States government, at regular periods, for substantially similar purposes shall be used. If no such reports are released by any such bureau, department, or agency, the change, if any, in consumer prices of all commodities throughout the United States of America over the Consumer Price Index published immediately prior to the commencement date shall be determined by arbitration in accordance with the procedures, rules and regulations of the American Arbitration Association then in effect. The general assessment may be increased beyond the foregoing maximum limits only with the written consent of the Owners of Lots consisting sixty-five percent (65%) of the area of all developable Lots in Highland II Corporate Park subject to such assessment. In addition, Declarant may levy special assessments in the manner herein set forth, but the total of such special assessments in any year shall not exceed an amount equal to the then maximum annual general assessment.

(3) Use of Funds. All assessment funds received by Declarant shall be used to provide for, maintain, and improve the environmental qualities of Highland II Corporate Park. Specifically, such funds may be expended to:

- (i) Provide for, maintain, and operate Common Facilities, including without limitation; entrances, street rights-of-way, front landscape buffer areas, directional and informational signs, public area lighting, parks and recreational facilities (including plazas, fountains, sculptures, transportation stops, and shelters), street medians, drainage systems, and any other Improvements relating to the enhancement of the overall quality of Highland II Corporate Park.
- (ii) Provide for the administration and enforcement of this Declaration, including administrative staff requirements and expenses.
- (iii) Fulfill any of the obligations of Declarant hereunder.

(4) Notice of Assessment. Notice of each assessment shall be given by sending a written notice by postage prepaid certified mail addressed to the last known or usual post office address of the Owner of any Lot or by posting a brief notice of the assessment upon the Lot itself.

(5) Nonpayment of Assessment. Every assessment shall become due and payable within thirty (30) working days after notice is given as herein above provided, and if unpaid after said thirtieth (30th) day, the assessment shall be deemed delinquent and the Declarant may remedy said delinquency pursuant to Section 5.8 of Article V of this Declaration.

(6) Surpluses. Declarant shall not be obligated to spend in any calendar year all the sums collected in such year by way of assessments, or otherwise, and may carry forward as surplus any balances remaining, provided the total amount of such surplus shall not exceed \$10,000.00 at the end of any year; further, Declarant shall not be obligated to apply any such surpluses to the reduction of the amount of the general or special assessments in the succeeding year but may carry forward from year to year such surplus as Declarant in its absolute discretion may determine to be desirable for the effectuation of the purposes of this Declaration.

(c) Nothing contained herein shall preclude an Owner from recovering from any person liable therefor, damages to which such Owner might be entitled for any act or omission to act requiring an expenditure by the Owner for the maintenance and repair of the parking area, driveway, walkway, and/or landscaping on his Lot.

5.11 REPAIR OF BUILDINGS. No building or structure shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted and otherwise finished.

5.12 REMEDIES FOR FAILURE TO MAINTAIN AND REPAIR.

(a) Remedies. If any Owner shall fail to pay the Maintenance Assessment or to perform the maintenance and repair required by Section 5.8, then Declarant, after fifteen (15) days prior written notice by certified mail to such delinquent Owner, shall have the right, but not the obligation, to pay the Maintenance Assessment or to perform such maintenance and repair and to charge the delinquent Owner with costs of such assessment or such work, together with interest thereon at the rate of twelve percent (12%) per annum from the date of Declarant's advancement of funds for such payment or such work to the date of reimbursement of Declarant by Owner. If the delinquent Owner shall fail to reimburse Declarant for such costs within ten (10) days after demand therefore, Declarant may, at any time within two (2) years after such advance, file for record in the Records of Land Evidence in the Town of Cumberland, Rhode Island, a claim of lien signed by Declarant for the amount of such charge together with interest thereon. The recording of a claim or lien created by this section shall be effective to establish a lien against the Lot in the amount set forth on the claim of lien together with interest at twelve percent (12%) per annum on the amount of such advance or assessment from the date thereof, in addition to the costs of recording such claim and lien and the foreclosure thereof and court costs and reasonable attorneys' fees that may be incurred in the enforcement of such a lien.

(b) Foreclosure of Lien. Subject to the provisions of Article XII, such a lien, when so established against the Lot described in said claim, shall be prior or superior to any right, title, interest, lien, or claim that may be or may have been acquired in or attached to the Lot subsequent to the time of filing such claim for record. Such lien shall be for the benefit of Declarant. The Declarant shall have the power of sale as described in the Rhode Island General Laws to enforce said lien and may foreclose the lien in the same manner as with respect to the power of sale contained in a real estate mortgage in the State of Rhode Island.

(c) Cure. If a default for which a notice of claim of lien was filed is cured, Declarant shall file or record a release of such notice, upon payment by the defaulting Owner of the costs of preparing and filing or recording such release, and other reasonable costs, interest, or fees that have been incurred.

(d) Non-exclusive Remedy. The foregoing lien and the rights to foreclose thereunder shall be in addition to, and not in substitution for, all other rights and remedies that any party may have hereunder and by law, including any suit to recover a money judgment for unpaid assessments.

5.13 PUBLIC UTILITIES. Declarant reserves the sole right to grant easements, licenses and consents for the construction and operation of public utilities, including, but not limited to, interurban or rapid transit, poles or lines for electricity, telephone, cable television or telegraph, above or below ground conduits, and gas pipes in and upon any and all streets now existing or hereafter established upon which any portion of the Subject Property may now or hereafter front or abut. Declarant reserves the exclusive right to grant consents and to petition the proper authorities for any and all street improvements, such as grading, seeding, tree planting, sidewalks, paving, and sewer and water installation, whether it be on the surface or subsurface, which in the opinion of Declarant are necessary on or to the Subject Property. Notwithstanding the provisions of Section 3.2, Declarant reserves the exclusive right to approve above or below

ground utility lines across the Subject Property or any portion thereof on a temporary basis for the purpose of construction, and such lines shall be permitted when required by a government agency. Notwithstanding the provisions of this Section, the construction and operation of public utilities in rights-of-way dedicated to the public must be approved by the appropriate governmental authority.

5.14 UTILITY LINES AND ANTENNAS. No sewer, drainage, or utility lines, antennas or wires or other devices for the communication or transmission of electric current, power, or signals, including telephone, television, microwave, or radio signals, shall be constructed, placed, or maintained anywhere in or upon any Lot on the Subject Property other than upon or within buildings or structures, unless the same shall be contained in conduits or cables constructed, placed, or maintained underground or concealed in or under buildings or other structures. No antenna for the transmission or reception of telephone, television, microwave, or radio signals shall be placed on any Lot within the Subject Property unless (a) such antenna shall be so located that it cannot be seen from five (5) feet zero (0) inches above the ground or ground-floor level at a distance of two hundred (200) feet in any direction, and (b) the written consent of Declarant shall first be obtained. Nothing contained herein shall be deemed to forbid the erection or use of temporary power or telephone facilities incidental to the construction or repair of buildings on the Subject Property.

5.15 MECHANICAL EQUIPMENT. All mechanical equipment, utility meters, storage tanks, air-conditioning equipment, and similar items shall be screened with landscaping or attractive architectural features integrated into the structure.

5.16 MINERAL EXPLORATION. No portion of the Subject Property shall be used in any manner to explore for or to remove any steam, heat, oil or other hydrocarbons, gravel, earth, or any earth substances or other minerals of any kind, provided, however, that this shall not prevent the excavation of earth in connection with the grading or construction of Improvements within the Subject Property.

5.17 OTHER OPERATIONS AND USES. Operations and uses that are neither specifically prohibited nor specifically authorized by this Declaration may be permitted in a specific case if operational plans and specifications are submitted to and approved in writing by Declarant in accordance with the procedures set forth in Article III of this Declaration. Approval or disapproval of such operational plans and specifications shall be based upon the effect of such operations or uses on other property subject to this Declaration or upon the occupants thereof, but shall be in the sole discretion of Declarant.

ARTICLE VI

MODIFICATION AND REPEAL

6.1 PROCEDURE. Except as otherwise provided in Section 6.2, this Declaration or any provision hereof, or any covenant or restriction contained herein, may be terminated, extended, modified, or otherwise amended, as to the whole of the Subject Property or any portion thereof, with the written consent of the Owners of eighty percent (80%) of the total area of the Lots of the Subject Property, based upon the number of square feet of land owned as compared to the total number of square feet subject to these covenants and restrictions (excluding dedicated streets);

provided, however, that so long as Declarant owns at least twenty percent (20%) of the property subject to these covenants and restrictions, or for a period of fifteen (15) years from the date the first Lot is conveyed by Declarant, whichever period is shorter, no such termination, extension, modification, or other amendment shall be effective without the written approval of Declarant, which approval shall not be unreasonably withheld. No such termination, extension, modification, or other amendment shall be effective if it conflicts with a valid governmental enactment, ordinance, or regulation and until a proper instrument in writing has been executed, acknowledged, and recorded.

6.2 MODIFICATION BY DECLARANT. For so long as Declarant owns any interest (excepting a leasehold interest) in the Subject Property, or any part thereof, or for a period of fifteen (15) years from the date the first Lot is conveyed by Declarant, whichever period is shorter, Declarant acting alone may modify or amend the provisions of Articles III, IV, and V; provided, however, that (i) any such modification or amendment must be within the overall intention of the development as set forth herein; (ii) any modification or amendment shall not provide for any type of improvements or use not presently permitted by this Declaration. No such modification or amendment shall be effective until the Owners have been given thirty (30) days prior written notice of the proposed change and an instrument in writing has been executed, acknowledged, and recorded by Declarant.

6.3 GOVERNMENTAL REGULATION. All valid governmental enactments, ordinances, and regulations are deemed to be a part of this Declaration, and to the extent that they conflict with any provision, covenant, or restriction hereof, said conflicting governmental enactment, ordinance, and regulation shall control and the provision, covenant, or restriction hereof in conflict therewith shall be deemed (i) amended to the extent necessary to bring it into conformity with said enactment, ordinance, or regulation while still preserving the intent of the provision, covenant, or restriction; or (ii) stricken herefrom should no amendment conforming to the governmental enactment, ordinance, or regulation be capable of preserving the intent and spirit of said provision, covenant, or restriction.

ARTICLE VII

ENFORCEMENT

7.1 ABATEMENT AND SUIT. The Owner of each Lot shall be primarily liable and the Occupant, if any, secondarily liable for the violation or breach of any covenant or restriction herein contained. Violation or breach of any covenant or restriction herein contained shall give to Declarant, following thirty (30) days written notice to the Owner or occupant in question except in exigent circumstances, the right, privilege, and license to enter upon the Lot where said violation or breach exists and to summarily abate and remove, or abate or remove, at the expense of the Owner or Occupant thereof, any Improvement, structure, thing, or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof, or to prosecute a proceeding at law or in equity against the persons or persons who have violated or are attempting to violate any of these covenants or restrictions to enjoin or prevent them from doing so, to cause said violation to be remedied, or to recover damages for said violation. No such entry by Declarant or its agents shall be deemed a trespass, and neither Declarant nor its agents shall be subject to liability to the Owner or Occupant of said Lot for such entry and any action taken to

remedy or remove a violation. The cost of any abatement, remedy, or removal hereunder shall be a binding personal obligation on any Owner or Occupant in violation of any provision of this Declaration, as well as a lien (enforceable in the same manner as a mortgage) upon the Lot in question. The lien provided for in this section shall not be valid as against a bona fide purchaser or mortgagee for value of the Lot in question unless a claim of lien shall be recorded in Records of Land Evidence prior to the recordation of the deed or mortgage conveying or encumbering the Lot in question to such purchaser or mortgagee, respectfully.

7.2 RIGHT OF ENTRY. During reasonable hours and upon reasonable notice and subject to reasonable security requirements, Declarant, or its agents, shall have the right to enter upon and inspect any Lot and the Improvements thereon covered by this Declaration have been or are being complied with, and neither Declarant nor its agents shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

7.3 DEEMED TO CONSTITUTE A NUISANCE. The result of every act or omission whereby any covenant or restriction herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or in equity against an Owner or Occupant either public or private shall be applicable against every such result and may be exercised by Declarant.

7.4 ATTORNEYS' FEES. In any legal or equitable proceeding for the enforcement of this Declaration or any provision hereof, whether it be an action for damages, declaratory relief, or injunctive relief, or any other action, the losing party or parties shall pay the attorneys' fees of the prevailing party or parties, in such reasonable amount as shall be fixed by the court in such proceedings or in a separate action brought for that purpose. The prevailing party shall be entitled to said attorneys' fees even though said proceeding is settled prior to judgment. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

7.5 FAILURE TO ENFORCE IS NO WAIVER. The failure of Declarant to enforce any requirement, restriction, or standard herein contained shall in no event be deemed to be a waiver of the right to do so thereafter or in other cases nor of the right to enforce any other restriction.

ARTICLE VIII

ASSIGNMENT

Any and all of the rights, powers, and reservations of Declarant herein contained may be assigned to any person, partnership, corporation, or association that will assume the duties of Declarant pertaining to the particular rights, powers, and reservations assigned, and upon any such person, partnership, corporation, or association evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. If at any time Declarant ceases to exist and has not made such an assignment, a successor to Declarant may be appointed in the same manner as this Declaration may be modified or amended under Section 6.1. Any assignment or appointment made under this article shall be in reasonable form and shall be recorded in the Records of Land Evidence of the Town of Cumberland.

ARTICLE IX

CONSTRUCTIVE NOTICE AND ACCEPTANCE

Every person or entity who now or hereafter owns, occupies, or acquires any right, title, or interest in or to any portion of the Subject Property is and shall be conclusively deemed to have consented and agreed to every covenant and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the Subject Property.

ARTICLE X

WAIVER

Neither Declarant nor its successors or assigns shall be liable to any Owner or Occupant of the Subject Property by reason of any mistake in judgment, negligence, nonfeasance, action, or inaction or for the enforcement or failure to enforce any provision of this Declaration. Every Owner or Occupant of any of said property by acquiring its interest therein agrees that it will not bring any action or suit against Declarant to recover any such damages or to seek equitable relief because of same.

ARTICLE XI

RUNS WITH LAND

All covenants, restrictions, and agreements herein contained are made for the direct, mutual, and reciprocal benefit of each and every Lot of the Subject Property; shall create mutual equitable servitudes upon each Lot in favor of every other Lot; shall create reciprocal rights and obligations between respective Owners and Occupants of all Lots and privity of contract and estate between all grantees of said Lots, their heirs, executors, administrators, successors, and assigns; and shall, as to the Owner and Occupant of each Lot, his heirs, executors, administrators, successors, and assigns, operate as covenants running with the land, for the benefit of all other Lots, except as provided otherwise herein.

ARTICLE XII

TERM OF DECLARATION

All of the covenants and restrictions set out in this Declaration shall remain in effect for fifty (50) years from the date of the recording of this Declaration.

ARTICLE XIII

RIGHTS OF MORTGAGEES

No breach of any covenant or restriction herein contained, or any enforcement thereof, shall defeat or render invalid the lien of any Mortgage now or hereafter executed upon the Subject Property or a portion thereof, provided, however, that if any portion of Subject Property is sold under the power of sale in a mortgage, any purchaser at such sale and its

successors and assigns shall hold any and all property so purchased subject to all of the covenants and restrictions contained in this Declaration.

ARTICLE XIV

NON INDUSTRIAL/BUSINESS LAND

14.1 Lots R-1, R-2 & 30 are residential Lots and shall not be subject to the Declaration.

14.2 Lots 20, 28 & 29 are conservation Lots and shall be subject to such conservation restrictions as recorded in the Town of Cumberland Records of Land Evidence.

ARTICLE XV

CAPTIONS

The captions of articles and sections herein are used for convenience only and are not intended to be a part of this Declaration or in any way to define, limit, or describe the scope and intent of the particular article or section to which they refer.

ARTICLE XV

EFFECT OF INVALIDATION

If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

The Blackstone Valley Development
Foundation, Inc.

By:_____

Woonsocket Industrial Development Corporation

By:_____

STATE OF RHODE ISLAND
COUNTY OF

In, _____ in said County, on this ____ day of _____, 1998, before me personally appeared _____, to me known and known by me to be the _____ of The Blackstone Valley Development Foundation, Inc. and the person executing the foregoing instrument on behalf of The Blackstone Valley Development Foundation, Inc., the party executing this instrument, and he/she acknowledged said instrument

by him/her so executed to be his/her free act and deed in such capacity and the free act and deed of said The Blackstone Valley Development Foundation, Inc.

Notary Public

STATE OF RHODE ISLAND
COUNTY OF

In, _____ in said County, on this ____ day of _____, 1998, before me personally appeared _____, to me known and known by me to be the _____ of Woonsocket Industrial Development Corporation and the person executing the foregoing instrument on behalf of Woonsocket Industrial Development Corporation, the party executing this instrument, and he/she acknowledged said instrument by him/her so executed to be his/her free act and deed in such capacity and the free act and deed of said Woonsocket Industrial Development Corporation.

Notary Public

EXHIBIT B TO DECLARATION OF COVENANTS AND RESTRICTIONS

DESIGN GUIDELINES

HIGHLAND II CORPORATE PARK CUMBERLAND, RHODE ISLAND

I. SITE DESIGN GUIDELINES. The following guidelines shall be used by purchasers of property in Highland Corporate Park, and their agents, in developing site plans and specifications for submittal to the Highland Corporate Park Venture per the “Declaration of Covenants and Restrictions, Highland II Corporate Park, Cumberland, Rhode Island”.

I.1 Site Disturbance. The area of site disturbance shall be limited to the extent feasible for the purpose of minimizing damage to tree growth. Disturbance of tree growth should be limited to areas for proposed roadways, parking, building footprint and drainage areas/basins. Trees shall not be removed for anticipated future expansion (beyond six months) or construction staging areas.

I.2 Irrigation Systems. The use of underground irrigation systems is encouraged. Such irrigation systems should be installed to cover all lawn areas especially along entrance drive. Coverage should be adjusted so that all new plantings and ground cover receive an overspray.

I.3 Ground Cover. No mulch shall be used unless it is in a bed. Mulch shall not be used as a design element. No gravel or crushed stone shall be used as a ground cover.

I.4 Landscaping. Landscaping shall harmonize with the natural environment and be in keeping with indigenous plant materials. All landscaped areas require a well defined and maintained edge.

I.5 Berms. Use of contoured earth berms are required to buffer parking lots and loading areas that are above grade of the roadway. Parking lots and loading areas that are below grade of the roadway must be buffered using large deciduous trees.

1.6 Size Specifications. All newly planted large shade trees must have a minimum caliper size of 3-3.5 inches and shall be staked securely for a period of one year from the date of planting. All newly planted large shrubs must have a minimum height of 2.5-3 feet.

1.7 Meadow Grass. Use of meadow grass between the building and roadway is prohibited except for areas of sever slope.

1.8 Curbs. Use of asphalt berm is prohibited. Cape Cod asphalt berm, concrete or granite curbing shall be required. If Cape Cod berm is used, it must be installed prior to the final course of pavement. Entrance drives must use either a concrete or granite curb.

1.9 Parking Lots. In cases where definition between parking areas are required, heavy timber guard rails are encouraged and tire bumpers are discouraged. Lighting of parking lots shall be with fixtures where the light is directed down (cut-off fixtures). Color of the light source and the light fixture shall be harmonious with the park. Parking lots lit with building mounted lights (wall packs) are prohibited.

1.10 Walkways. Walkways must be of concrete, brick or approved paver. Asphalt walkways are prohibited.

1.11 Snow Storage. Site plans shall allow for snow storage areas.

1.12 Exterior Utilities. Placement of all exterior utilities (poles, air conditioning units, transformers) must be located in a manner not to conflict with main landscape features and must be concealed from view by landscaping or masonry screens.

1.13 Mail Boxes. Use or installation of private mail boxes and receptacles is prohibited.

1.14 Fencing. No security fencing is allowed on front or side of the building. Fencing may be used for security purposes in back of the building and only if buffered from the street.

1.15 Outside Furniture. Benches and picnic benches shall be incorporated into overall landscape features.

1.16 Removal of Fill. No fill can be removed from a site without written permission.

II. BUILDING DESIGN GUIDELINES. The following guidelines shall be used by purchasers of property in the Highland Corporate Park, and their agents, in developing building plans and specifications for submittal to the Highland Corporate Park Venture per the “Declaration of Covenants and Restrictions, Highland II Corporate Park, Cumberland, Rhode Island”.

II.1 Exterior Building Materials. Use of masonry brick for all exterior walls visible from the street(s) is strongly encouraged. All masonry block used must be either scored or accent block. Metal panels on exterior walls are allowed, however, only on rear walls and expansion walls. Full metal panel walls are not allowed and must include a full foundation and at least a 4 foot masonry “kicker wall”. Custom metal panels on the front of the building must be specifically approved. Wood on building exterior is prohibited. Exterior Insulation Finish Systems (EIFS) such as Dryvit or Synergy or other EIFS systems shall not be used as the basic building siding material but may be used in small quantities as accents or soffits under roof overhangs or as the ceiling of canopies and only if such EIFS systems are at least 6 feet above finished grade.

II.2 Windows. Color of glazing on windows must be approved and in all cases must harmonize with the natural environment.

II.3 Advertising/Communication Towers. Leasing of space, whether on the ground or the building, for advertising and/or communication towers is strictly prohibited. This prohibition does not pertain to communication facilities and/or satellite dishes that are necessary to the operations of purchasers of property but said communication facilities and satellite dishes must be approved.

II.4 Steeples, Spires and Towers. Steeples, spires and towers are prohibited.

II.5 Colors. Color samples for all exterior building materials must be provided and approved. The key consideration in reviewing color samples is harmonization with the park's natural surroundings.