

**DECLARATION OF RESTRICTIONS AND PROTECTIVE
COVENANTS IMPOSED UPON THAT PARCEL OF LAND
OWNED BY VIAL FARM LLC AND DESIGNATED AS
ASSESSOR'S PLAT 13, LOT 25 IN THE TOWN OF
REHOBOTH, COUNTY OF BRISTOL AND RECORDED AT
BOOK 10192, PAGE 239 IN THE BRISTOL COUNTY
NORTHERN DISTRICT REGISTRY OF DEEDS.**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, VIAL FARM LLC (hereinafter referred to as "Developer") is the owner of a certain tract or parcel of land situated in the town of Rehoboth, County of Bristol, Commonwealth of Massachusetts ("the Land") and conveyed to Developer by Deed recorded at Book 10192, Page 239 in the Bristol County Northern District Registry of Deeds and more particularly described in Exhibit A attached hereto and made a part hereof.

NOW THEREFORE, the Developer, for itself, its successors and assigns, does hereby declare the following restrictions and protective covenants to which the Land, and each and every lot presently or hereafter created by subdivision of the Land, shall be subject for the benefit of all of the Land and shall be construed as covenants running with the land, and may be enforced by each or any owner of one or more lots or parcels of land constituting or created by subdivision for the Land.

These restrictions are intended to conform with and include any restrictions imposed by any Zoning Bylaw of the Town of Rehoboth. If there is a conflict between these restrictions and the said Zoning Bylaw, the more restrictive shall apply.

Specific covenants and restrictions are as follows:

- 1. All lots shall be used exclusively for residential purposes only, but this provision shall not exclude the office of a physician or other Professional person who shall reside on the premises.**

2. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, and other waste shall not be kept except in sanitary containers which shall be stored inside the structure on the premises.
3. No trailer, basement, tent, shack, garage, barn, or other out building on any lot shall be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. All out buildings must match main dwelling.
4. No boats, trailers, campers, or similar vehicles shall be placed, erected, or stored or allowed to stand in the street or on any lot in front of the dwelling or garage. All said boats, trailers, campers, or other recreation vehicles may be stored in the garage, behind the house or garage, out of plain view, or behind areas of shrubbery or trees in the rear yard with the shrubbery or trees designed to block the view from the street.
5. No commercial vehicles over one ton shall be allowed to be parked or stored overnight on any lot unless garaged, nor shall any inoperable or unlicensed vehicle of any kind be parked continuously on any of the streets, lots or on any lot. The parking of such vehicle for more than six (6) hours in a twenty-four hour period shall be considered as continuous parking.
6. No rubbish container or containers of any type shall be visible from the street. All rubbish shall be stored in an enclosure and properly prepared for removal.
7. The living area of any dwelling constructed on any lot shall be not less than 2,000 square feet for a single story dwelling and the first floor area of multiple story dwelling shall be no less than 1,000 square feet. Living area shall mean the finished, heated, habitable floor area, exclusive of open porches, decks, breezeways, garages and cellar areas. All homes shall be constructed in the styles known as Colonial, Raised Cape, or Contemporary. No Raised Ranches or Log Homes will be permitted.
8. Each residence shall have a garage for at least 2 vehicles, either attached or unattached, having minimum dimensions of twenty-four feet by twenty-four feet, and not located under the house.
9. No residence shall be occupied until the residence has been substantially completed and the Town of Rehoboth as issued a certificate of occupancy. All construction and landscaping on each lot must be completed within twelve (12) months after commencement, provided, however, that such period may be extended by the developer within its sole and exclusive discretion.
10. No animals, livestock, or poultry of any kind or description shall be kept, maintained or boarded on any premises with the exception of household pets. However, Pit bulls, Rotweillers, Great Danes, dogs of a vicious nature, and commercial kennels are expressly prohibited and no dog of any kind shall be left outside overnight.

11. No dwelling or garage shall be erected, constructed or placed on a lot unless the plans and specifications of the dwelling or garage, together with the grading plans of the lot showing grade elevation of the structure and its location upon said lot, have been approved in writing by Viall Farm LLC. No plans for standard raised ranches or log homes shall be approved. All house plans and specifications shall be filed at the office of Viall Farm LLC. Approval or denial of those plans and specifications will be issued in writing within seven days of receipt. In any event, if no suit to enjoin the erection of such building has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. The rights under this clause shall not pass with conveyance of the real estate but shall remain with Viall Farm LLC until the rights are specifically assigned by Viall Farm LLC by a document recorded at the Bristol County Northern District Registry of Deeds. If Viall Farm LLC dissolves or ceases to exist for any reason without making said specific assignment, then the rights under this clause shall pass to the lot owners of the subdivision to be exercised by the owners constituting a majority of the lots of the subdivision at the time of any request pursuant to this clause.
12. Fences and hedging. No "boundary" fence or hedge shall be constructed, erected, placed or planted closer than 2' to any side or rear lot line. Continuous hedging of a maximum height of 4' along the front line is acceptable. No side fencing or hedging within the confines of the front yard shall exceed 8' in height. Boundary fencing shall be defined as a fence or hedge constructed, erected, placed or planted within 25' of any side or rear lot line. Hedging shall mean any plant or bush such as privet, yew, arborvitae, rose or forsythia planted in a continuous fashion. Chain link fencing is not acceptable except on a rear boundary, or as a pool or play area boundary.
13. Landscaping on any lot is to be completed during the spring or fall planting season immediately following the date of issuance of the occupancy permit. Landscaping to include finished drive. All driveways must be of asphalt or concrete construction.
14. All chimneys must be masonry.
15. No outside clothes lines.
16. Each lot owner shall maintain and not alter the drainage system which may be located on the property lines of their lot.
17. The foregoing restrictions and covenants shall cease to be valid and operative upon the expiration of thirty (30) years.
18. The developer, its successors, and assigns, shall not make, execute or deliver any deeds for any lots on said plots to any person or persons without imposing these restrictions and protective covenants upon the lots sold and conveyed by such deeds, either by specifically setting forth said restrictions and protective covenants therein, or by reference to this instrument.

19. Developer reserves the right to further develop the land contained in the entire parcel which may not be developed at the time of the recording of these restrictions, provided such development is consistent with the terms of these restrictions.

VIALI FARM LLC

By *L.M.M., O.M.*

Leonard Mills, Jr., Operating Manager

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In ~~and presence~~ on the 19th day of February 2002, before me personally appeared LEONARD MILLS, Jr. the authorized partner of Viall Farm LLC, to me known and known by me to be the person executing the foregoing instrument by him executed to be his free act and deed individually and in said capacity and the free act and deed of Viall Farm LLC.

Jeanne C. Ryan
Notary Public

My Commission Expires: 11/14/04