

**WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that we, **PARAKRAMA M. ANANTA AND MADHAVI S. PRASAD**, of Portsmouth, Rhode Island, for consideration paid, hereby grant to **BARRY R. McGOFF**, of Portsmouth, Rhode Island, his heirs and assigns forever, with **WARRANTY COVENANTS**, all that certain lot or parcel of land, together with the buildings and improvements thereon, located in the Town of Portsmouth, County of Newport, State of Rhode Island, designated as Lot No. 36 on that plat entitled "NORTH SECTION LAWRENCE FARM LAND OF JOHN LAWRENCE ET AL. PORTSMOUTH, RHODE ISLAND ALBERT E. CAIGER DEVELOPER SCALE 1" = 100' DATE: 20 FEBRUARY 1961 DRAWING NO. S-3-107," which said plan is on record in the Land Evidence Records of the Town of Portsmouth, and bounded and described as follows:

012954 Portsmouth, R.I.  
Received for record 7-3-01  
at 9:07 o'clock A.M.  
and Recorded in Book No. 205  
Page 153  
Carol J. Miller  
Town Clerk

854.00  
7-3-01  
28

000870

**MILLER  
SCOTT  
HOLBROOK**  
112 TOWN STREET  
NEWPORT RI 02840  
TEL 401-847-7500  
FAX 401-848-5854  
cousal@miller-scott.com

- SOUTHERLY:** on Hargraves Drive, a road or way as designated on the above mentioned plat, one hundred fifty and twenty-seven one-hundredths (150.27) feet;
- WESTERLY:** by land now or formerly of Herbert S. McCormick and Carole M. McCormick, two hundred ten (210) feet;
- NORTHERLY:** by land now or formerly of David A. Platt and Suzanne W. Platt, one hundred seventy-five (175) feet;
- EASTERLY:** on land designated as "Future Road" on said plat, one hundred eighty-four and seventy-seven one-hundredths (184.77) feet, and
- SOUTHEASTERLY:** on a curved line formed by and arc which has a radius of thirty (30) feet, being a portion of said "Future Road", forty-one and thirty-six one-hundredths (41.36) feet, and containing 36,500 square feet of land.

**CONTAINING 36,500 square feet of land, more or less.**  
**BE ALL** said measurements more or less or however otherwise the same may be bounded or described.  
**BEING** designated as Lot No. 25 on Portsmouth Tax Assessor's Plat 36, as the same is presently constituted for reference purposes only.  
**BEING** the same premises conveyed to these grantors by deed Niels T. Nielsen and

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Eleanor R. Nielsen dated June 24, 1999 and recorded June 26, 1999 in Book 598 at Page 185 of the Portsmouth Land Evidence Records.

**TOGETHER** with the right to use all roads or ways as shown on said plat in common with the other lot owners, and subject to the right of the Town of Portsmouth as successor in title of said roads or ways, and also subject to the rights of the said ways, and also subject to the rights of the said John Lawrence as mentioned in the deed to Warren W. Anthony, Jr. ex ux dated May 18, 1961, and further subject to all the rights, duties and obligations as mentioned in said deed of the said John Lawrence to the said Warren W. Anthony, Jr., et ux

**TOGETHER** with the right to use the beach and the way to the same as shown on the recorded plat, in common with other lot owners on said plat, for boating and bathing but without the right to maintain any structures thereon or use the same for other purposes.

**SUBJECT** to the covenants and conditions and restrictions set forth in an instrument entitled "Declaration of restrictions for Lawrence Farm Subdivision, North Section," dated March 20, 1961 and recorded in Book 51 at Page 46 of the Land Evidence Records of the Town of Portsmouth.

**SUBJECT** to real estate taxes assessed as of December 31, 2000 by the Tax Assessor for the Town of Portsmouth.

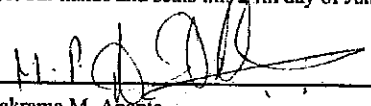
THIS TRANSFER IS SUCH THAT NO R.I.G.L. 44-30-71.3 WITHHOLDING IS REQUIRED AS THE SELLERS ARE RESIDENTS OF RHODE ISLAND AS EVIDENCED BY AFFIDAVIT.

THE UNDERSIGNED GRANTORS DO HEREBY CERTIFY THAT THEY HAVE COMPLIED WITH THE PROVISIONS OF THE SMOKE DETECTOR LAW, R.I.G.L. 23-28.35.1, ET SEQ.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this <sup>29</sup>th day of June, 1999.

**MILLER  
SCOTT  
- & -  
HOLBROOK**

122 TOWN STREET  
NEWPORT RI 02840  
TEL 401-847-7500  
FAX 401-848-5844  
counsel@millerscott.com

  
\_\_\_\_\_  
Parakrama M. Anantha

*Madhavi Prasad, S.V.*

\_\_\_\_\_  
Madhavi S. Prasad

STATE OF RHODE ISLAND  
COUNTY OF NEWPORT

In Newport in said County, on the <sup>June</sup> day of ~~July~~, 2001 before me personally appeared Madhavi S. Prasad, to me known and known by me to be the person executing the foregoing instrument, and she acknowledged said instrument, by her executed, to be her free act and deed.

*Jacqueline A. DeVine*  
NOTARY PUBLIC: *Jacqueline A. DeVine*  
My Commission Expires: *8/24/01*

STATE OF RHODE ISLAND  
COUNTY OF NEWPORT

In Newport in said County, on the day of July, 2001 before me personally appeared Paradrana M. Ananta, to me known and known by me to be the person executing the foregoing instrument, and he acknowledged said instrument, by him executed, to be his free act and deed.

*Richard P. D'Addario*  
NOTARY PUBLIC: *Richard P. D'Addario*  
My Commission Expires: *6/19/05*

Grantees Mailing Address:  
70 Hargraves Drive  
Portsmouth, Rhode Island 02878

Anatadec5829-2jc

MILLER  
SCOTT  
- & -  
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END DOCUMENT

5/46

**DECLARATION OF RESTRICTIONS  
for  
LAWRENCE FARM  
SUBDIVISION, NORTH SECTION**

KNOW ALL MEN BY THESE PRESENTS THAT WHEREAS I, John W. Lawrence, of the Town of Portsmouth, County of Newport, State of Rhode Island, am the owner of a certain tract or parcel of land with buildings and improvements thereon, situated in said Town of Portsmouth, and designated on a plat entitled, "North Section, Lawrence Farm, Land of John Lawrence, et al., Portsmouth, Rhode Island, Albert E. Caiger, Developer, Scale: 1" = 100' Date: 20 Feb. 1961, Drawing No. S-3-107." Drawn by Harold E. St. John, R.L.S. on file in the Town Clerk's Office of said Town of Portsmouth; and WHEREAS I desire and intend to impose certain covenants and restrictions upon all of the various lots on said plat that are still owned by me for the benefit of the present and future owners of said lots:

NOW, THEREFORE, I, said John W. Lawrence, for myself, my heirs and assigns hereby declare and make the following limitations and restrictions to which the lots of land designated on the aforementioned plat shall be subject and the uses to which the same may be put, hereby specifying that these declared limitations, restrictions and uses shall be construed as covenants running with the land designated on said plat and now owned by me, and shall be binding on me and all persons claiming under me, and be for the benefit of and limitation on all future owners of lots of land as shown on said plat until the first day of January, A.D. 1988, and all sales and leases of lots in said subdivision shall be expressly made subject to said limitations and restrictions. During said period, said limitations and restrictions may be modified or terminated as to the whole tract of land or as to any portion thereof by a vote of at least eighty (80%) percent of the owners of said lots of land when said vote is taken.

Said covenants and restrictions shall at the expiration of said

period ending the first day of January, A.D. 1926 be automatically extended for successive periods of ten years each, unless by vote of a majority of the owners of the lots when the vote is taken, it is agreed to change or terminate said covenants and restrictions in whole or in part.

In case of any violation or attempt to violate any of the covenants or restrictions herein set forth, it shall be lawful for any person or persons owning or otherwise having an interest in any real property situated in said development or subdivision to institute and prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, and either to prevent him or them from so doing, or to recover monetary damages for such violation.

Invalidation of any one of the provisions of this declaration or any of the covenants and restrictions by court decision or decree shall in no wise affect any of the other provisions which shall remain in full force and effect.

The limitations and restrictions as to the use of said land are as follows:

1. No structure shall be erected upon the granted premises for any purpose or use other than for one single-family dwelling house and for one private garage as accessory to said dwelling house. No other building of any kind shall be erected upon the granted premises unless accessory to residential use. This provision shall not apply to structures which are in existence at the time of filing of these restrictions.

2. No building or other structure shall be erected, or the erection thereof begun on the granted premises until the plans and specifications thereof and the name of the proposed builder thereof shall have been first presented to the grantor or his heirs or devisees and until the design of the exterior of the building and the materials to be used in the construction of such exterior and the proposed builder are approved in writing by the grantor or his heirs or devisees. If and when the grantor, his heirs or devisees, cease to own any of the land included within the aforementioned plat, said plans and specifications and names of builders shall be submitted to a Committee of three owners of lots of land in said subdivision as shown by said plat, said Committee to be appointed by a majority of said lot owners and shall be subject to the approval of this Committee as to such design, materials and builders..

3. No part of any dwelling house on the granted premises shall be placed within thirty-five (35) feet of the front line of said premises or within ten (10) feet of the other boundary lines thereof, and no detached garage shall be placed within forty-five (45) feet of said front line or within ten (10) feet of the other boundary lines.

4. No trade, business or commercial enterprise of any kind or nature shall be conducted or operated on the granted premises.

5. No trailer, no tent, and no structure designed or intended for temporary occupancy shall be used or permitted to remain on the granted premises.

6. No animals, fowl or livestock of any kind other than household pets such as dogs or cats shall be kept or raised on the granted premises. No kennels of any kind shall be maintained thereon.

7. All sewerage shall be disposed of in a sanitary manner by use of a stone vault, septic tank or by other approved method.

8. No trees on the granted premises that are more than fifteen (15) years of age shall be cut down or destroyed without the consent in writing of the grantor or of his heirs or devisees or of a Committee as provided in Paragraph 2. Each lot shall be kept and maintained free from any rubbish or debris of any kind and the grass thereon shall be kept trimmed in order to avoid the danger of creating a fire hazard. In no event shall the grass be allowed to grow to a height of more than twelve (12) inches.

9. The grantee, his heirs and assigns, shall in the event they decide at any time to sell and convey the granted premises at private sale, give to the grantor, his heirs or devisees, the first opportunity to purchase the same at the price for which the grantee, his heirs or assigns, are willing to sell the same and the grantor, his heirs or devisees, shall have thirty (30) days after receipt of notice in writing of the proposed sale, to exercise the option by accepting in writing said offer, provided, however, that nothing herein contained shall be construed as limiting the right of the grantee, his heirs and assigns, to sell said premises at public auction without first offering the same to the grantor, his heirs or devisees.


10. No automobile-truck, commercial vehicle or boat shall be parked continuously on any of the streets or ways indicated on said plat or on any of the said lots of land except in a garage building. The parking of any such truck or commercial vehicle continuously for more than three (3) hours in a twenty-four (24) hour period shall be considered as continuous parking.

11. If the grantee of any lot, his heirs or assigns, desire boundary fences they shall erect and maintain the same at their own expense until the grantor, his heirs or

devices, shall have sold the adjoining land and there-  
after said fences shall be created and maintained as  
required by law. No fence or hedge on the granted  
premises shall exceed four (4) feet in height.

IN WITNESS WHEREOF I, the said John W. Lawrence, have hereunto  
set my hand and seal this 20th day of March, A.D. 1961.

Signed, sealed and de-  
livered in presence of:

*John W. Lawrence* 

STATE OF RHODE ISLAND  
COUNTY OF NEWPORT

At Newport, in said County, on this 20th day of March, A.D.  
1961, then personally appeared the abovesigned John W. Lawrence,  
to me known and known by me to be the party described in and who  
executed the foregoing instrument, and he acknowledged the same  
to be his free act and deed.

Before me,

*Edward B. Cannon*  
Notary Public.

The above and foregoing is a true copy of the original instrument received  
for record in Portsmouth March 21, 1961 at eleven o'clock twenty-one  
minutes A.M.

Witness

*Arthur P. Sherman*

Town Clerk