



128

2.71,

CITY OF PROVIDENCE - RHODE ISLAND - Walter H. Reynolds, Mayor

DEPARTMENT OF HEALTH

Joseph Smith, M. D.
Superintendent of Health

Ex-officio
City Registrar
Inspector of Milk

161 FOUNTAIN ST.,
PROVIDENCE 3, R. I.

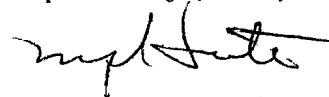
Mayor Walter H. Reynolds
City Hall
Providence 3, Rhode Island

Dear Mr. Mayor:

In accordance with the recent change in the City Ordinance, I hereby appoint Edward D. Greer, Administrative Assistant and Deputy City Registrar.

As my Deputy Health Officer, he will head the Division of Vital Statistics and will also be in charge of all Personnel matters pertaining to the Health Department.

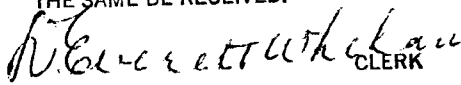
Respectfully yours,


Joseph Smith, M. D.,
Superintendent of Health

JANUARY
twenty
1961

IN CITY COUNCIL
FEB 2 - 1961

READ:
WHEREUPON IT IS ORDERED THAT
THE SAME BE RECEIVED.


CLERK

State of Rhode Island and Providence Plantations

THE CITY OF



PROVIDENCE

I, EDWARD D. GREER, do

*solemnly swear that I will support the Constitution of the United States
and of the State of Rhode Island and that I will faithfully discharge
the duties of the office of*

Administrative Assistant and Deputy Registrar
of Vital Statistics

to the best of my ability.

Edward D. Greer

~

I, Walter H. Reynolds, Mayor

do hereby certify that on the 26th *day of* January, A. D. 19 61,

I did administer unto EDWARD D. GREER

duly appointed to the office of

Administrative Assistant and Deputy Registrar
of Vital Statistics

the above subscribed oath.

Walter H. Reynolds



CITY OF PROVIDENCE - RHODE ISLAND - Walter H. Reynolds, Mayor

RECORDER OF DEEDS

CITY HALL

Edward M. Flanagan
Recorder

Walter A. Lough
Deputy Recorder

January 30, 1961

Honorable Walter H. Reynolds
Mayor,
City of Providence
Executive Chamber
City Hall
Providence, R.I.

Dear Mayor:

During the fiscal year 1959-1960 the Office of the Recorder of Deeds received for record 20,694 documents, including 1794 Violation Notices issued by the Department of Minimum Housing Standards for which no fee was charged. Fees received by this office for 19,100 documents amounted to sixty thousand, one hundred eighty-five dollars and sixty cents (\$60,185.60)

Total operating expenses for the same period amounted to Seventy-two thousand, five hundred twenty-five thousand dollars and ninety-three cents (\$72,525.93).

During the past fiscal year this office has embarked on a new and modern recording system. In the past, documents were copied manually, then by typewriter, and more recently by photostat. Progressively, each system proved to be advantageous over its predecessor. However, the most advanced of all is our present Hall & McChesney Projection Recording System.

Actually, this system gives us a two-fold advantage over those used in the past. When documents are prepared for copying, they are then microfilmed, and then shipped to the Hall & McChesney Company to be electrostatically reproduced on a white linen paper and returned to us for comparison with



CITY OF PROVIDENCE - RHODE ISLAND - Walter H. Reynolds, Mayor

RECORDER OF DEEDS

CITY HALL

Walter A. Lough
Deputy Recorder

Edward M. Flanagan
Recorder

the original before being inserted in our Record Book.

The resulting record sheet is a black image on a white background which is a marked improvement over a white on a black negative photostat.

We also obtain a permanent microfilm copy of the record, which is invaluable in case of mutilation or destruction of the original record.

A saving is also effected inasmuch as the office pays only for the completed record sheet and not the microfilm. Human or mechanical error, which in the past has been an annoying and continuing expense, has now been eliminated.

Inasmuch as a single record sheet can now be readily replaced, we have been able to use a lighter and thinner paper than in the past. This latter feature results in a considerable space saving--space that is our most imperative need.

I would consider it to be redundant of me to paint a lengthy word picture of our space crisis. My annual reports for the past twenty years are filled with pleas for an adequate remedy to this need. I can only hope that the near future will bring at least some alleviation of the Problem.

IN CITY COUNCIL

FEB 2 - 1961

READ:
WHEREUPON IT IS ORDERED THAT
THE SAME BE RECEIVED.

Everett Wilson
CLERK

Respectfully submitted,

Edward M. Flanagan

Edward M. Flanagan,
Recorder of Deeds.

130
REPORT OF THE CITY MESSENGER

For the month of AUGUST, 1960

To the Honorable the City Council of the City of Providence:

Complying with the provisions of the City Ordinances the undersigned reports to your honorable body the following statement of "the expenditures and liabilities incurred in the care and superintendence of the City Hall and adjacent sidewalks," for the months of

For lighting City Hall,.....	\$ 874.48
" power,.....	237.71
" fuel,.....	37.36
" pay-roll of clerks, engineer, fireman, janitors, elevator men, watchman, etc.,.....	7404.01
" supplies,	443.78
" salary of City Sergeant and Deputy,	1096.20
" new furniture,.....	
" furnishings and repairs,.....	
" telephone service, excess calls.....	2497.80
Rental - 112 Union Street	900.00

IN CITY COUNCIL

FEB 2 - 1961

READ:
WHEREUPON IT IS ORDERED THAT
THE SAME BE RECEIVED.

L. Everett Whitman
CLERK

Respectfully submitted,

J. A. Crowley

City Sergeant
Acting as City Messenger.

REPORT OF THE CITY MESSENGER

For the month of SEPTEMBER, 1960

To the Honorable the City Council of the City of Providence:

Complying with the provisions of the City Ordinances the undersigned reports to your honorable body the following statement of "the expenditures and liabilities incurred in the care and superintendence of the City Hall and adjacent sidewalks," for the months of

For lighting City Hall,.....	\$ 899.13
" power,.....	237.71
" fuel,.....	-
" pay-roll of clerks, engineer, fireman, janitors, elevator men, watchman, etc.,.....	12203.67
" supplies,	474.99
" salary of City Sergeant and Deputy,	1644.30
" new furniture,.....	
" furnishings and repairs,.....	
" telephone service, excess calls.....	2630.58
Rental - 112 Union Street	900.00

IN CITY COUNCIL

FEB 2 - 1961

READ:

WHEREUPON IT IS ORDERED THAT
THE SAME BE RECEIVED.

R. E.
CLERK

Respectfully submitted,

H. A. Crowley

City Sergeant
Acting as City Messenger.

REPORT OF THE CITY MESSENGER

For the month of OCTOBER, 1960

To the Honorable the City Council of the City of Providence:

Complying with the provisions of the City Ordinances the undersigned reports to your honorable body the following statement of "the expenditures and liabilities incurred in the care and superintendence of the City Hall and adjacent sidewalks," for the months of

For lighting City Hall,.....	\$ 948.30
" power,.....	243.93
" fuel,.....	37.61
" pay-roll of clerks, engineer, fireman, janitors, elevator men, watchman, etc.,.....	6030.93
" supplies,	586.91
" salary of City Sergeant and Deputy,	822.15
" new furniture,.....	
" furnishings and repairs,.....	
" telephone service, excess calls.....	2662.37
" Rental - 112 Union Street	1000.00

IN CITY COUNCIL

FEB 2 - 1961

READ:

WHEREUPON IT IS ORDERED THAT
THE SAME BE RECEIVED.

W. H. H. H. H. H.
CLERK

Respectfully submitted,

H. G. Rowley

City Sergeant
Acting as City Messenger.

REPORT OF THE CITY MESSENGER

For the month of NOVEMBER, 1960

To the Honorable the City Council of the City of Providence:

Complying with the provisions of the City Ordinances the undersigned reports to your honorable body the following statement of "the expenditures and liabilities incurred in the care and superintendence of the City Hall and adjacent sidewalks," for the months of

For lighting City Hall,.....	\$ 923.47
" power,.....	243.93
" fuel,.....	601.02
" pay-roll of clerks, engineer, fireman, janitors, elevator men, watchman, etc.,.....	8754.01
" supplies,	82.95
" salary of City Sergeant and Deputy,	1096.20
" new furniture,.....	
" furnishings and repairs,.....	
" telephone service, excess calls.....	2609.20
" Rental - 112 Union Street	1000.00

IN CITY COUNCIL

FEB 2 - 1961

READ:

WHEREUPON IT IS ORDERED THAT
THE SAME BE RECEIVED.

A. Everett Whelan
CLERK

Respectfully submitted,

J. G. Bowley

City Sergeant
Acting as City Messenger.

REPORT OF THE CITY MESSENGER

For the month of DECEMBER, 1960

To the Honorable the City Council of the City of Providence:

Complying with the provisions of the City Ordinances the undersigned reports to your honorable body the following statement of "the expenditures and liabilities incurred in the care and superintendence of the City Hall and adjacent sidewalks," for the months of

For lighting City Hall,.....	\$ 1043.15
" power,.....	243.93
" fuel,.....	337.55
" pay-roll of clerks, engineer, fireman, janitors, elevator men, watchman, etc.,.....	10794.64
" supplies,	166.15
" salary of City Sergeant and Deputy,	1370.25
" new furniture,.....	
" furnishings and repairs,.....	
" telephone service, excess calls.....	2710.50
" Rental - 112 Union Street	1000.00

IN CITY COUNCIL
FEB 2 - 1961

READ:

WHEREUPON IT IS ORDERED THAT
THE SAME BE RECEIVED.

R. Everett Whelan
CLERK

Respectfully Submitted,

J. B. Rowley

City Sergeant
Acting as City Messenger.

131

GRACE M. SHERWOOD
LIBRARIAN



MABEL G. JOHNSON
LEGISLATIVE REFERENCE LIBRARIAN

RHODE ISLAND STATE LIBRARY
STATE HOUSE
PROVIDENCE

January 26, 1961

Honorable Walter H. Reynolds
Mayor of the city of Providence
Providence, Rhode Island

Dear Mayor Reynolds:

Please extend to the City Council and all concerned the wholehearted appreciation of the State Librarian for the contribution of \$500.00 from the City of Providence for the Book Pool for the Armed Forces.

This is most generous and we are indeed happy in your respect and belief in this highly specialized Book Program for the Armed Forces at home and around the World.

When the 1961 Report of the Book Pool is available, copy will be sent to you. This Report is made annually to the General Assembly and it contains substantiating letters expressing appreciation for the value of this particular endeavor.

Most cordially,

State Librarian

GMS:AML

IN CITY COUNCIL

FEB 2 - 1961

READ:

WHEREUPON IT IS ORDERED THAT
THE SAME BE RECEIVED.

N. E. ...
ERK

CHESTER R. MARTIN
Chairman
MORRIS S. WALDMAN
Vice Chairman
TIMOTHY A. PURCELL
Secretary
ALBERT HARKNESS
EDMUND M. MAURO

PROVIDENCE REDEVELOPMENT AGENCY

410 HOWARD BUILDING • PROVIDENCE 3, RHODE ISLAND • GASPEE 1- 5126

JAMES F. REYNOLDS
Executive Director

January 26, 1961

REPORT TO THE CITY COUNCIL

The Honorable City Council
City of Providence
City Hall
Providence 3, Rhode Island

Gentlemen:

The Providence Redevelopment Agency, in accordance with the provisions of Paragraph 12 of Chapter 1044 of the Ordinances of the City of Providence, approved July 12, 1956, and Title 45, Chapter 32, Section 5 of the General Laws of Rhode Island, 1956, hereby reports concerning the proposed sale of real property within the West River Project No. UR R.I. 1-6.

This Agency proposes to sell to Westinghouse Electric Corporation of the City of Providence the parcel of land which is described in the attached agreement. This Agreement states the terms and conditions of the transaction. It is believed that the agreement complies with all the provisions of the Official Redevelopment Plan, as amended, for the project area.

Westinghouse Electric Corporation, a company with nation-wide facilities, will erect a building of approximately 14,000 square feet for warehousing and distribution of electrical equipment and supplies in the Providence area.

The proposed sale is for 51,130 square feet of land at the corner of Charles and Corliss Streets at a sale price of 93¢ per square foot and a total price of \$47,550.90.

Respectfully yours,

IN CITY COUNCIL

FEB 2 - 1961

READ:

WHEREUPON IT IS ORDERED THAT
THE SAME BE RECEIVED.

CRM/jc

Robert M. Whelan
CLERK

James F. Reynolds
Chester R. Martin
Chairman

Enclosure

AGREEMENT

AGREEMENT made this day of , 19 , between
the Providence Redevelopment Agency, a public body, corporate and
politic, created by the General Assembly of the State of Rhode Island,
hereinafter called the "Agency", and Washington Electric Corporation,
a Pennsylvania corporation hereinafter called the "Buyer".

1. The Agency agrees to sell and the Buyer agrees to purchase
a certain tract or lot of land as hereinafter described within the
Agency's West River Project No. UR R.I. 1-6, said project area being
described in the Official Redevelopment Plan for West River Project
No. UR R.I. 1-6, approved by Chapter 1044 of the Ordinances of the
City of Providence, July 12, 1956, which said Redevelopment Plan is
incorporated herein by reference and made a part hereof as if more
fully set forth.

(The description of the above lot of land is as set forth in
Appendix A attached hereto and made a part hereof and as shown on
the map attached hereto and made a part hereof and designated as
Appendix B).

2. Said premises are to be conveyed on or before December 31
1960 by a good and sufficient bargain and sale deed of the Agency
conveying title to the same free from all encumbrances, except as to
restrictions and easements hereinafter set forth, and for such deed
and conveyance the Buyer is to pay the sum of Forty Seven Thousand Five
Hundred Fifty and 00/100 (\$47,500.00) Dollars,
of which Four Thousand Seven Hundred Fifty Five and 00/100 (\$4,755.00)
Dollars have been paid this day and Forty Two
Thousand Eight Hundred Fifty Five and 00/100 (\$42,745.00) Dollars
are to be paid in cash upon the delivery of said deed.

3. The aforementioned deed shall contain the following covenants and restrictions which it is expressly agreed are to run with the land:

(a) The restrictions and protective covenants as set forth in the Declaration of Restrictions and Protective Covenants recorded in the Office of the Recorder of Deeds of the City of Providence in Deed Book 1076 at Page 111 as amended by the instrument entitled "Amendment to Declaration of Restrictions and Protective Covenants" recorded in the Office of the Recorder of Deeds of the City of Providence in Deed Book 1077 at Page 5 on March 9, 1959 are hereby incorporated herein by reference and made a part hereof as if more fully set forth, and shall run with the land and shall continue in full force and effect for the time specified therein. (A copy of said Declaration of Restrictions and Protective Covenants, as amended, is attached hereto for information purposes only).

(b) The Buyer, its successors and assigns shall not enter into any contracts or agreements, or execute any deed of trust or mortgage on the land conveyed herein unless said contract, agreement, deed of trust or mortgage is made subject to the terms and conditions herein set forth.

(c) Except for the loading and unloading of freight cars and trucks, the parking of vehicles and open storage, all uses shall be conducted wholly within a building. No open storage shall be permitted except in suitably screened or enclosed locations.

(d) Side yards shall be provided measuring at least 20 feet from interior property line to building line. Wherever a lot abuts upon a railroad lead track easement or right-of-way, sufficient space shall be reserved to permit the construction of a side track approximately parallel to the railroad easement or right-of-way.

(e) The frontage for any lot shall be not less than 150 feet.

(f) No lot shall be less than 25,000 square feet.

All the restrictions and protective covenants set forth in subparagraphs (b) through (f) hereof shall run with the land and shall continue in full force and effect until July 12, 1996 unless sooner modified by the parties in accordance with the said Redevelopment Plan and shall then terminate and cease.

4. The conveyance of the aforescribed premises shall be made subject to the following easements or rights-of-way:

~~and~~

5. Full possession of said premises is to be delivered to the Buyer at the time of delivery of the deed. (Said premises shall be conveyed only after completion of the site improvements for the said premises as required by the Official Redevelopment Plan for West River Project No. UR R.I. 1-6, provided however if the Buyer so desires, the land may be conveyed prior to completion of said site improvements and subject to the Agency completing said site improvements as provided for in the Contract for Site Improvements between the Agency and Campanella & Cardi Construction Co. executed May 14, 1958.

6. Taxes assessed December 31, 19 and water charges shall be apportioned as of the day of delivery of the deed.

7. The deed is to be delivered and consideration paid at the Registry of Deeds at which the deed should by law be recorded on
19 unless some other time and place should be mutually agreed upon.

8. If the Agency shall be unable to give title or make conveyance, as above stipulated, any payments made under this agreement

shall be refunded, and all other obligations of either party hereunto shall cease, but the acceptance of a deed and possession by the Buyer shall be deemed to be a full performance and discharge hereof.

This Agreement is subject to the approval of the Administrator of the Housing and Home Finance Agency and shall not be effective until at least ten days after the City Council of the City of Providence has received from the Agency a report concerning said sale. In the event the Administrator of the Housing and Home Finance Agency does not give his approval to this Agreement or in the event the Agency does not submit to the City Council of the City of Providence a report concerning this Agreement, then this Agreement is to be null and void, all sums paid hereunder shall be refunded and the rights and obligations of the parties hereto shall cease.

9. The execution of this Agreement is authorized by Resolution No. _____ of the Agency adopted _____, 19____.

In Witness Whereof the parties have hereunto set their hands and seals this day of 19 .

In the Presence of:

PROVIDENCE REDEVELOPMENT AGENCY

By _____
Title: _____

ITEM 147A

that certain tract of land situated in the City of Providence and State of Rhode Island, bounded and described as follows:

Beginning; at a point on the northeasterly line of Charles Street, said point being one hundred eighty six and 42/100 (186.42) feet from the point of intersection of said northeasterly line of Charles Street and the westerly line of Nichols Street;

thence running along said northeasterly line of Charles Street ninety three and 96/100 (93.96) feet to a point;

thence curving to the right in the arc of a circle with a central angle of eighty five degrees, sixteen minutes and fifty nine seconds ($85^{\circ} - 16' - 59''$) and a radius of forty and 63/100 (40.63) feet sixty nine and 54/100 (69.54) feet to a point;

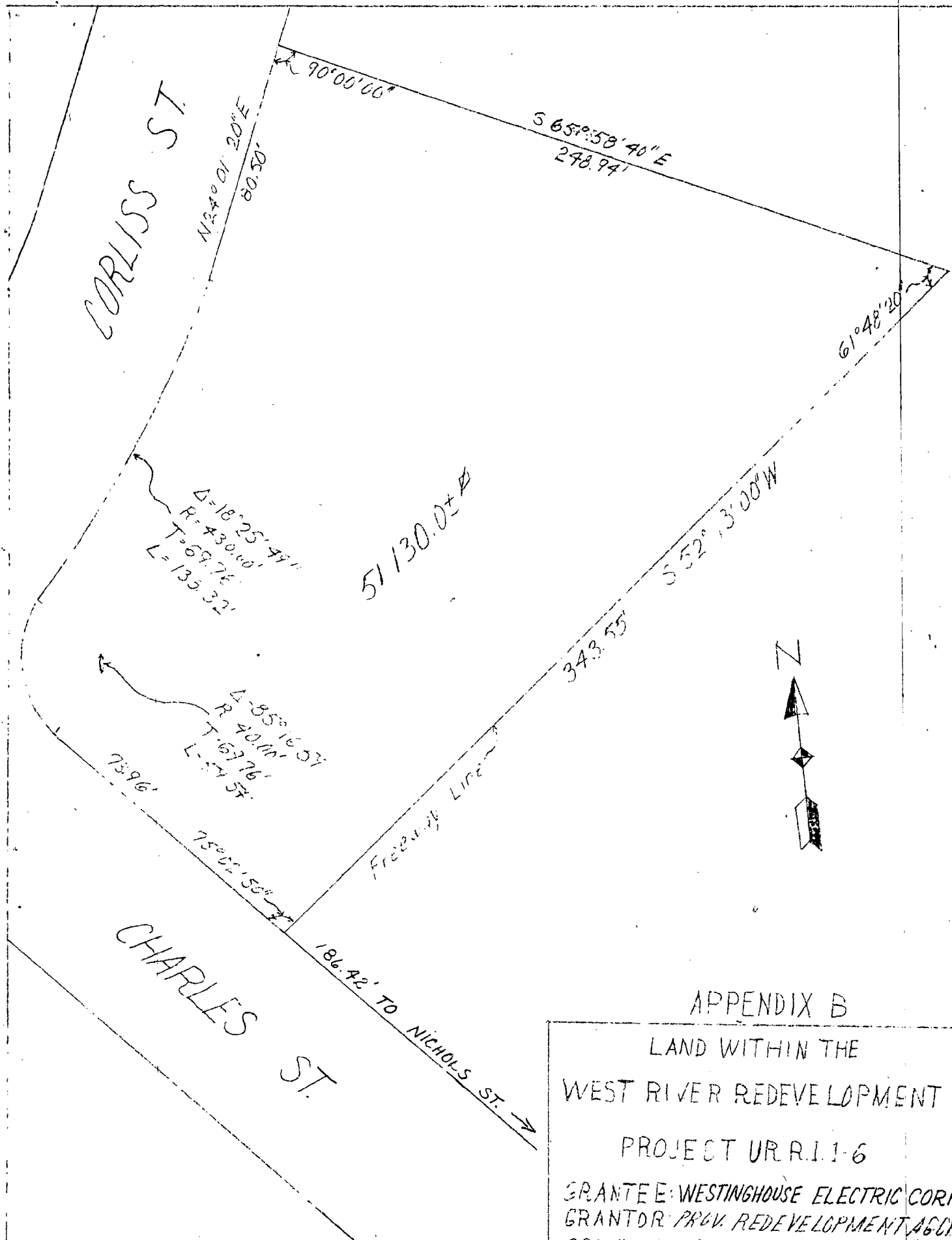
thence curving to the left in the arc of a circle with a central angle of eighteen degrees, twenty five minutes and forty nine seconds ($18^{\circ} - 25' - 49''$) and a radius of four hundred thirty and 49/100 (430.49) feet one hundred thirty eight and 32/100 (138.32) feet to a point;

thence running and running North twenty four degrees, two minutes, and twenty seconds East ($N 24^{\circ} - 02' - 20'' E$) eighty and 59/100 (80.59) feet to a point;

thence turning an interior angle of ninety degrees, no minutes and no seconds ($90^{\circ} - 00' - 00''$) and running South sixty five degrees, fifty eight minutes and forty seconds East ($S 65^{\circ} - 58' - 40'' E$) two hundred forty eight and 94/100 (248.94) feet to a point;

thence turning an interior angle of sixty one degrees, fifty eight minutes and twenty seconds ($61^{\circ} - 58' - 20''$) and running South fifty two degrees, thirteen minutes and no seconds West ($S 52^{\circ} - 13' - 00'' W$) three hundred sixty three and 55/100 (363.55) feet to the point and place of beginning.

Said tract herein described contains fifty one thousand one hundred and thirty (51,133) square feet of land more or less.



APPENDIX B

LAND WITHIN THE
WEST RIVER REDEVELOPMENT

PROJECT URR.I.1-6

GRANTEE: WESTINGHOUSE ELECTRIC CORP.

GRANTOR: PKGV REDEVELOPMENT AGCY

SCALE: 1" = 40'

NOV. 14, 1960

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

WHEREAS, the Providence Redevelopment Agency, a corporation existing under and by virtue of an Act of the General Assembly of the State of Rhode Island is owner of certain tracts or parcels of land located in the City and County of Providence, in the State of Rhode Island, and laid out, delineated and shown on a plat entitled "Plat Showing Land in the City of Providence, R.I. Condemned for the Redevelopment of West River Project No. UR R.I. 1-6" which said plat is filed in the Office of the Recorder of Deeds of City of Providence in Plat Book 40 at page 50 and which said tracts or parcels of land are described and designated as "Area A", "Area B", "Area C", "Area D" and "Area E" by Resolution No. 286 of the Providence Redevelopment Agency, dated November 20, 1956 and by Declaration of the Taking of Certain Real Property by the Providence Redevelopment Agency dated December 13, 1956 and filed in the Office of the Recorder of Deeds of the City of Providence in Book No. 1031 at pages 403 to 418 respectively, which said plat, resolution, declaration and description are hereby incorporated herein by reference and made a part hereof as if more fully set forth.

WHEREAS, it is the desire and intention of said Providence Redevelopment Agency to impose certain restrictions and protective covenants upon all of the above described areas located within said Agency's West River Project No. UR R.I. 1-6.

NOW, THEREFORE, said Providence Redevelopment Agency, for itself and its successors and assigns, does hereby impose the following restrictions and protective covenants upon each and every area hereinbefore described and said restrictions and protective covenants shall be binding upon said Providence Redevelopment Agency and its successors and assigns, and all persons claiming by, through or under it, and upon all owners of any land or real property within said areas, and the heirs, successors and assigns of any such owner:

1. That only the uses permitted and in the manner permitted in the M-1 General Industrial Zone by the Zoning Ordinance of the City of Providence approved September 21, 1951 and as amended to July 12, 1956 shall be permitted on any or all of the lots of land hereinbefore described; that none of the uses allowable in any of the Commercial Zones of said Zoning Ordinance shall be permitted; that

there shall be no residential uses or structures permitted on any of said land and further that no building or structure shall be erected for any use other than that which is solely and specifically permitted in said M-1 General Industrial Zone as above defined and limited nor shall any building structure or land be used for any other use than is so permitted therein.

2. That no building constructed on the land hereinbefore described shall exceed six stories or 75 feet in height, measured from the average elevation of the finished lot grade at the front of the building to the roof line. Penthouses or roof structures for the housing of elevators, tanks, ventilating fans or similar equipment required to operate and maintain the building, fire or parapet walls, skylights, television or radio antennas, chimneys, smoke stacks, similar structures or permitted signs on top of a parapet may be erected above the height limits herein described, but no penthouse or roof structure or any space above the height limit shall be allowed for the purpose of providing additional floor space for industrial or office use or for sign display other than the permitted signs on top of the parapet.

3. That front yards measuring at least 20 feet from all abutting street lines to building lines shall be provided for all structures. This shall apply to extensions of and additions to existing structures and shall apply to both sides of any project right-of-way to be utilized for street purposes.

4. That coverage by structures shall not exceed 60 percent of the gross area of any lot.

5. That five hundred (500) square feet of off-street parking area shall be reserved for every 1000 square feet of gross floor area of any building constructed. Parking area may be provided anywhere on the lot except in the required minimum front yard.

6. That the minimum requirement for off-street loading facilities shall be one loading space at least 10' x 25' with a 14 foot height clearance, if covered, for every 20,000 square feet or fraction thereof of floor area over 4,000 square feet of any structures constructed on any of the lots hereinbefore described. Loading bays shall be located only on those sides of any building not

facing the street.

7. That required front yards of a building or structure constructed shall be maintained in grass except for walks, drives, planting and flagpoles. Suitable planting shall be provided and maintained in front of the building or incorporated in the architecture of the structure by means of planting boxes. No driveway parallel to the street shall be permitted in the required minimum front yard. A partial foundation planting shall be provided for any side yard.

8. That all areas subject to wheeled traffic shall be paved with bituminous, concrete or equivalent surfacing and shall have appropriate bumper or wheel guards where needed.

9. That wherever a parking area is provided between the front of the building and the required minimum front yard it shall be screened from view from the street. Light standards for illumination of parking areas shall be shielded in such a way that the light source will not be visible from the street or from adjacent properties. Any area not paved shall be maintained in grass and landscaped.

10. That following sign regulations pertain to all buildings constructed unless otherwise specified:

a. Number of Signs Permitted - A maximum of two signs will be permitted for each industry occupying a building, including any sign which is part of the building's architecture, but not including the plaque and directional signs permitted below. In multiple unit buildings the same number of signs will be allowed for each industry, provided that on any such building either wall signs or parapet signs will be permitted, but not both, and no sign fixed to the wall may be extended above the roof or parapet.

b. Subject Matter - Signs shall pertain only to the identification of the business conducted within the building and the products sold or manufactured and to the direction of visitors. No pictures or samples will be permitted on a sign except as part of the trade mark.

c. Types of Signs - Only the following types of signs will be permitted:

(1) Horizontal wall signs otherwise known as belt or face signs

excluding signs painted on the wall itself.

- (2) Parapet signs, including signs on top of canopy or marquee.
- (3) Plaques attached to the face of building in close proximity to the main entrance and bearing the name or trade mark of the industry.
- (4) All necessary directional signs on the lot occupied by the building to which such signs pertain.

d. Sign Dimensions - Wall signs and parapet signs shall have a maximum height of 4 feet; a maximum area of not more than three square feet for each running foot of the face of the building displaying such sign; and a maximum projection of not more than 12 inches from the face of the building.

Plaques shall have a maximum area of 8 square feet.

e. Sign Illumination - Any spotlight or similar illumination shall be so directed or shielded that the light source is not visible from the street or from adjacent properties. No animated signs will be allowed.

11. That architectural and landscaping plans and specifications for all improvements and/or alterations as well as such other information relating to structure or topography as may be necessary shall be submitted by all owners to the Agency for its approval to insure their conformance with the provisions of the Re-development Plan for West River Project No. UR R.I. 1-6, approved July 12, 1956, as amended. All final plans and specifications for initial improvements shall be submitted to the Agency for its approval within twelve (12) months of the date of tender of the deed, provided, however, that this Agency upon written request may at its discretion grant in writing a reasonable extension of this time limit. All plans and specifications for all subsequent improvements and/or alterations shall be submitted to the Agency for its approval.

12. That no more than four concerns shall be permitted to occupy any one building.

13. That the construction of buildings shall conform to the regulations set forth in the Building Ordinance of the City of Providence, adopted December 21, 1956 and effective March 31, 1957 as amended or as it in the future may be amended.

14. That the building of such improvements shall be commenced and completed within a period of two (2) years after the date of approval by the Agency of said plans and specifications, provided, however, that the Agency upon written request may at its discretion grant in writing a reasonable extension of this time limit.

15. That sale or other disposition of the land at a profit shall be prohibited until such time as the initial purchaser thereof has completed the construction of such initial improvements, provided, however, that the Agency, when these improvements have been completed, shall forward to said purchaser a certificate to that effect.

16. That the land and all improvements thereon shall be used and devoted only for the purposes and in the manner stated in the Official Redevelopment Plan for West River Project No. UR R.I. 1-6 as approved by Chapter 1044 of the Ordinances of the City of Providence, adopted July 12, 1956, as amended.

17. That said land and any improvements thereon shall be maintained in such a manner as not to cause surrounding properties to be depreciated or impaired in value.

18. That no covenant, agreement or other instrument shall be executed by the Providence Redevelopment Agency, its successors or assigns or by any person claiming by, through or under it or by any future owner of any of the land or improvements thereon within said areas and their heirs, successors or assigns which shall restrict the sale, lease, occupancy or use of the land or any improvements thereon upon the basis of race, creed or color.

That all of the above restrictions and protective covenants shall run with the land and shall continue in full force and effect until July 12, 1996 unless sooner modified by the parties in accordance with the said Redevelopment Plan and shall then terminate and cease except for the covenant pertaining to the prohibition of any covenant, agreement or other instrument restricting the sale, lease, occupancy or other use on the basis of race, creed or color and set forth above, which said covenant shall run for a perpetual length or period of time.

Providence Redevelopment Agency, its successors and assigns, shall not make, execute or deliver any deeds to any of the land on said plat to any person or persons, without imposing all of the restrictions and protective covenants set forth herein upon the land sold and conveyed by such deeds, either by specifically setting forth said restrictions and protective covenants or by reference to this instrument, provided, however, that these restrictions and covenants shall not apply to any land dedicated by the Agency to the public for highway purposes.

In the event that there shall be any violation or attempted violation of any of the restrictions or protective covenants herein contained, it shall be lawful for the Providence Redevelopment Agency, or any other person or persons owning any land in said areas to bring or prosecute any actions or proceedings in law or equity against the person or persons violating said restrictions or protective covenants and to prevent or enjoin him, her, it or them from so doing and to recover damages for such violation.

Each of said restrictions and protective covenants is to be construed as a separate covenant running with the land and invalidation of any one of said restrictions or protective covenants by judgment or court order or decree or otherwise, shall in no wise affect the validity of any of the other restrictions or protective covenants which shall remain in full force and effect.

Dated the day of , 195

PROVIDENCE REDEVELOPMENT AGENCY

By _____
Chairman

STATE OF RHODE ISLAND)
)
COUNTY OF PROVIDENCE)

On the day of , 195__ appeared before me, Chester R.

Notary Public

AMENDMENT TO DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS

1. The following is deleted from the last sentence of paragraph 6 at Page 2 of the Declaration:

"*** Loading bays shall be located only on those sides of any building not facing a street."

2. The following restrictive language is substituted for the language deleted in the foregoing paragraph:

"*** Loading facilities located on those sides of a building facing a street shall be screened from view from the street. Where loading facilities are located facing a street and entirely enclosed within a building, the screening requirements shall not apply.

Whenever screening is required, the type shall be approved by the Agency".

The restriction set forth in paragraph 2 above shall run for the same length or period of time as that set forth in paragraph 1 above which has been deleted.

The above is the change made in the original Declaration of Restrictions and Protective Covenants and recorded in the Office of the Recorder of Deeds of the City of Providence.