


PHEASANT RIDGE

DECLARATION OF COVENANTS AND RESTRICTIONS

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CONSENT

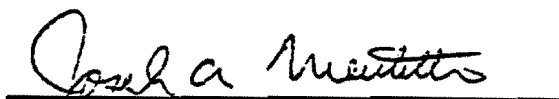
I, Dennis H. Psilopoulos, President of Downing Associates, being duly authorized to act on behalf of said Downing Associates, do hereby consent to the recordation of the record of survey map of Pheasant Ridge Condominium. The record owner of the subject parcel of land and the improvements (if any) thereof is the said Downing Associates.


DENNIS H. PSILOPOULOS, President
DOWNING ASSOCIATES

State of Rhode Island:
County of Providence :

~~January~~ ^{MARCH} 11, 1982.

On the date hereinabove inscribed, in Providence, Rhode Island, there appeared before me JOSEPH A. MONTALBANO, duly authorized to take oaths, Dennis H. Psilopoulos, known to me and known by me to be the person signing the above consent on behalf of Downing Associates.


Notary Public

My commission expires: 6/30/86

JOSEPH A. MONTALBANO

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY
STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT
REPRESENTATIONS REFERENCE SHOULD BE MADE TO ALL DOCUMENTS
APPLICABLE TO PHEASANT RIDGE FURNISHED BY THE DEVELOPER

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PHEASANT RIDGE

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PHEASANT RIDGE

DECLARATION OF COVENANTS AND RESTRICTIONS

DECLARATIONS made this 11th day of March, 1982, by DOWNING ASSOCIATES, INC., a Rhode Island corporation (hereinafter called the "Declarant").

WHEREAS, the Declarant is the owner of certain real property (defined hereinafter as the "Existing Property") located in the Town of Smithfield, County of Providence and State of Rhode Island; and

WHEREAS, the Declarant intends to develop the Existing Property as a residential compound and to this end will build a real estate condominium project on the Property;

WHEREAS, the Declarant desires to submit the Existing Property to the provisions of Chapter 36 of Title 34 of the General Laws of Rhode Island, 1956, as amended, (1969 Re-enactment) entitled "Condominium Ownership Act;"

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in said residential compound; and to this end desires to subject the Existing Property to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which are for the benefit of said property and each owner thereof.

NOW THEREFORE, the Declarant declares that the Existing Property shall be subject to the provisions of Chapter 36 of Title 34 of the General Laws of Rhode Island, 1956, as amended, (1969 Re-enactment) and that said Existing Property, together with all buildings and improvements thereon, described in Schedule I hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes hereinafter collectively referred to as "covenants and restrictions") set forth, as follows:

I. Name of Property.

The name by which the Existing Property shall be known is "Pheasant Ridge."

II. Definitions.

The following words shall have the following meanings as used in this Declaration unless otherwise provided herein or unless otherwise required by the context:

2.1 "Act" shall mean Chapter 36 of Title 34 of the General Laws of Rhode Island, 1956, as amended, (1969 Re-enactment) entitled the "Condominium Ownership Act," as the same may be amended from time to time.

2.2 "Annual Assessment" shall mean the assessment made by the Management Committee with respect to each Unit for the payment of Common Expenses as hereinafter described.

2.3 "Approval of the Unit Owners" shall mean the approval of persons owning sixty-six and two thirds percent (66-2/3%) of all Units given at a Special Meeting of Unit Owners held in the manner described in the By-laws.

2.4 "Association" shall mean the Unit Owners, collectively as they are or may be organized for purposes of operating, managing and maintaining the Property for the benefit of the Unit Owners.

2.5 "Management Committee" shall mean those persons elected from time to time as members of the Management Committee of the Association pursuant to this Declaration.

2.6 "Building" shall mean any residential, service or recreational structure, tennis court(s), jogging path or other improvement now or hereafter constructed on the Property.

2.7 "By-Laws" shall mean the By-laws of the Association set forth in Schedule II attached hereto, as the same may be amended from time to time pursuant to the terms thereof.

2.8 "Common Area" shall mean and include all of the Property (including the Limited Common Area) except the Units and the glass windows and doors of the Units including, without limitation, roofs, foundations, pipes, ducts, conduits, wires and other utility installations to the outlets, perimeter walls to the interior unfinished surfaces thereof, regardless of locations; balconies, courtyards, parking spaces, walkways, gardens, recreational areas and facilities which are now or hereafter contained within the Common Area; all installations of power, lights, gas, hot and cold

water, storm and sanitary plumbing, existing for common use; and all other parts of the Common Area necessary or convenient to its existence, maintenance and safety or normally in common use, and all areas and facilities designated as "common areas and facilities" in the Act.

2.9 "Common Expenses" shall mean all costs, expenses and other liabilities (a) in connection with the administration, management, maintenance and repair of the Common Area, (b) incurred by the Management Committee in connection with the exercise of its rights or the performance of its duties and obligations hereunder, (c) determined by the Unit Owners to be common expenses or (d) declared to be common expenses by the provisions of this Declaration or the By-laws.

2.10 "Common Profits" means the excess of all receipts of assessments and other payments to the Management Committee including insurance proceeds and condemnation awards after the deduction of all Common Expenses and amounts reserved for payment of Common Expenses.

2.11 "Declarant" shall mean Downing Associates, Inc., a Rhode Island corporation, and its successors and assigns.

2.12 "Declaration" shall mean this Declaration as the same may be amended from time to time.

2.13 "Existing Property" shall mean that certain parcel of real property, together with all buildings and improvements now or hereafter located thereon, situated in the Town of Smithfield, County of Providence and State of Rhode Island and more fully described in Schedule I attached hereto and made a part hereof, all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith. The Existing Property shall constitute a condominium project under the Act.

2.14 "Limited Common Area" shall mean that portion of the Common Area, including all balconies, special corridors, stairways and enclosed gardens, courtyards, storage areas and Parking Spaces adjacent to or associated with one or more particular Units, intended for the exclusive use of such Units and more particularly identified on the Survey. All areas of the Property which do not

fall within the above definition of Limited Common Area or of the Unit itself, shall be deemed to be Common Area which is not Limited Common Area.

2.15 "Parking Space" shall mean indoor or outdoor parking area(s), adjacent to or associated with one particular Unit and intended for the exclusive use of such Unit and more particularly identified on the Survey. A Parking Space shall be Limited Common Area.

2.16 "Person" shall mean any individual, partnership, joint venture, corporation or other entity.

2.17 "Plans" shall mean the plans and specifications of the improvements constructed or to be constructed on the Property, a true and correct copy of which shall be kept on the Property by the Management Committee.

2.18 "Property" shall mean the Property and all of the subsequent improvements thereto, made subject to this Declaration, and constituting a condominium project under the Act.

2.19 "Record" with respect to any document shall mean the recordation thereof in the Records of Land Evidence of the Town of Smithfield, Rhode Island.

2.20 "Rules and Regulations" shall mean the Rules and Regulations set forth in Schedule III attached hereto, as the same may be amended from time to time pursuant to the provisions hereof.

2.21 "Special Assessment" shall mean the assessment made by the Management Committee with respect to each Unit for the payment of Common Expenses as hereinafter described.

2.22 "Survey" shall mean that certain plan entitled "A Condominium Plat of Pheasant Ridge Condominium" dated and recorded in Condominium Book _____, at page _____, on March 16, 1982 ²⁻³⁸.

2.23 "Town" shall mean the Town of Smithfield, Rhode Island.

2.24 "Unit" shall mean those parts of the Property intended for any type of independent residential use, including one or more rooms or spaces located in one or more floors (or part or parts of floors) in a Building.

2.25 "Unit Owner" shall mean the owner or owners of (a) the fee simple interest in and to a Unit, and (b) an undivided interest in the fee simple estate of all or part of the Common Area.

III. Descriptions.

3.1 Existing Property. The Existing Property is described in Schedule I attached hereto and is also shown on the Survey.

3.2 Buildings. Said condominium project (Pheasant Ridge) on the Existing Property consists or will consist of thirty-one Buildings. The principal material to be used in each such Building shall be wood frame. The height of each such Building shall vary, but shall not exceed thirty (30) feet in height. The number of Units in each such Building is mixed, as shown on the Survey. The proposed location of the building(s) shall be substantially as shown on the Survey.

3.3 Units. The unit number of each Unit, the Building in which it is located, its approximate area and the number of rooms contained therein are set forth in Schedule IV attached hereto and made a part hereof. Each Unit has immediate access to the sidewalks adjacent thereto.

3.4 Common Area. The Common Areas are described herein (see Section 2.8 hereof, supra) and are shown on the Survey.

3.5 Limited Common Area. The Limited Common Areas are described herein (see Section 2.14 hereof, supra) and are shown on the Survey.

IV. Percentage Ownership of Common

Area within Condominium Property

and Voting Rights of Condominium Unit Owners.

4.1 Percentage Ownership. The percentage of undivided interest of each Owner of a Unit within the Property in and to the Common Area is set forth in the aforescribed Schedule IV attached hereto and made a part hereof.

4.2 Voting. Notwithstanding anything to the contrary contained in this Declaration, the owner or owners of each such Unit shall be entitled to cast one (1) vote per Unit on any matter on which a Unit Owner is entitled to vote pursuant to this Declaration or the By-laws.

V. Use of Buildings and Units.

5.1 Residential Only. The Building(s) containing Units and the Units are to be used solely for living purposes as residences.

5.2 Limited Common Areas. The Limited Common Areas are to be used, to the extent of each such Limited Common Area, by the Unit Owner to whose Unit such Limited Common Areas relate, for the furnishing of services and facilities to the Unit(s) for which the same are reasonably intended.

VI. Association; Management.

6.1 Membership. Every person who is a record owner of a fee or undivided fee interest in any Unit which is a part of the Property shall be a member of the Association; provided, however, no person who holds an interest in a Unit merely as security for the performance of an obligation shall be deemed to be a member of the Association; and provided, further, that no Unit shall have more than one certificate of beneficial interest associated with it, whether or not it shall be owned by one or more persons. Ownership of a Unit shall be the sole qualification for being a member of the Association, and membership shall be pertinent to and may not be separated from ownership of a Unit.

6.2 Certificates. Upon the purchase of a Unit, the Unit Owner thereof, whether one or more, shall be issued one certificate of beneficial interest by the Association. Contemporaneously with the receipt of such certificate, the Unit Owner shall execute a power in blank which shall empower the Association to transfer the certificate to any subsequent Unit Owner. In accordance therewith, upon the sale of any part of the fee of any Unit, the Association shall cancel or cause to be cancelled the certificate outstanding in connection with such Unit and shall issue a new certificate to the new Unit Owner. All certificates shall be held by the Association in trust for the Unit Owners.

6.3 Irrevocable Proxy. Contemporaneously with the receipt of such certificate, the Unit Owner shall execute also an irrevocable proxy appointing the Declarant or its nominee(s) as attorney and proxy to vote the certificate standing in the Unit Owner's

name in the transaction of any and all business that shall come before any meeting of the Association or any adjournments thereof, with all the powers the Unit Owner would possess if personally present; provided, however, the Declarant shall cancel and return the proxy upon the completion and sale or lease of all Units or on December 31, 1985, whichever shall be later (or at such earlier time as Declarant in its sole discretion may elect); and provided, further, that the execution of such a proxy shall not effect the right of a Unit Owner to vote on such matters on which he is entitled to vote as a Unit Owner (as opposed to a holder of a certificate of beneficial interest of the Association) pursuant to this Declaration.

6.4 Voting Rights. Subject to Section 6.3, supra, each certificate shall entitle the owner or owners thereof to one vote. When more than one person is the owner of a certificate, all of the owners of such certificate shall notify the Association in writing who of such owners shall exercise the right to vote; provided, however, in no event shall more than one vote be cast with respect to any Unit. The owner or owners of any certificate may delegate his or their right to vote to any tenant of the Unit owned by such owner or owners by notifying the Association in writing that such delegation has been made.

6.5 Administration. The responsibility for the administration, maintenance, repair, replacement, improvement and operation of the Property shall be exercised by the Association in accordance with the provisions of this Declaration and the related documents.

6.6 Duties of Management Committee. The Management Committee (if the Unit Owners, acting as an Association, choose to elect one) shall have all powers, rights, duties and obligations necessary for the administration of the Association, including, without limitation, all powers, rights, duties and obligations set forth in this Declaration. The Management Committee shall keep accurate records (financial and otherwise) of the affairs of the Association; shall borrow such amounts as they deem necessary to carry out their duties, provided, however, without the Approval of the Unit Owners the total debts of the Association, including the amounts of such borrowing, outstanding at any time shall not exceed the amount of

the projected aggregate Annual Assessment for the current year; shall authorize the execution of such leases, contracts and other agreements as may be necessary for the administration of the Property and any residential community thereon; shall authorize the purchase of such supplies, materials, equipment and furniture as they deem necessary; shall have the right to pay, compromise or adjust any or all taxes and assessments levied against any property belonging to the Association; shall direct all expenditures, and select, appoint, remove and establish the salaries (if any) of such employees as they may determine; shall maintain the Common Area as specified herein; and shall otherwise do all things which may be necessary or desirable in connection therewith. The Association may, but shall not be required to, employ such managers, contractors, attorneys, accountants, architects and other experts as it may deem necessary in connection with its actions hereunder.

6.7 Indemnification. Notwithstanding the duty of the Association to maintain, repair and replace the Common Area, neither the Association nor any member of the Management Committee nor any employee or agent of the Association shall be liable for injury or damage caused by any latent condition of the Common Area or for injury caused by acts of God, Unit Owners or other persons. Without limiting the foregoing provisions, each person who at any time is or shall have been a member of the Management Committee, officer, manager, agent or employee of the Association, or is or shall have served at the request of the Association in any capacity other than as a third-party independent contractor or vendor, shall be indemnified by the Association to the extent provided in the By-laws.

6.8 Books and Records. The Association shall keep and maintain two copies of the Plans, this Declaration, the By-laws, the rules and regulations adopted pursuant to the By-laws, all records of receipts of disbursements arising from the operation of the Property, all records of meetings of the Association or its Management Committee, an assessment roll more fully hereinafter set forth, and such other books and records as may be necessary in the efficient administration of its duties. Such books and records shall be maintained at the office of the Association and

shall be available for inspection during reasonable business hours by any Unit Owner. A written report summarizing the receipts and disbursements of the Association shall be given by the Association to all Unit Owners at least once annually.

VIII. Ownership of Units and Common Area.

7.1 Ownership. Each Unit, together with its undivided interest in the Common Area, shall for all purposes constitute real property which may be owned in fee simple which may be conveyed, transferred and encumbered in the same manner as any other real property, subject to the provisions of this Declaration. Subject to Section 3.6, supra, the undivided interest of each Unit Owner in the Common Area and his exclusive right to use the Limited Common Area associated with his Unit are deemed to be permanent in character and shall not be separated from the Unit to which it appertains without the consent of all Unit Owners and all mortgagees affected, and such interest shall be deemed to be conveyed or encumbered or released from liens together with such Unit even though such interest is not expressly mentioned or described in such conveyance or other instrument. Nothing contained in this Section shall be deemed to prohibit a Unit Owner from leasing his Unit, subject to the prior approval of the Management Committee as more fully detailed in Section 10.2, subparagraph (b) hereof, infra. Each Unit Owner shall be entitled to the exclusive ownership and possession of his Unit, subject to the provisions of the Act and this Declaration. Each Unit shall include all the space within the boundaries thereof as shown in the Plans.

7.2 No Partition. No portion of the Common Areas shall be divided, and no right to partition thereof shall exist, except as hereinafter expressly provided.

7.3 Use of Common Areas by Unit Owners. Each Unit Owner may use the Common Area in accordance with the purpose for which it is intended without hindering or encroaching upon the lawful rights of the other Unit Owners and subject to the terms of this Declaration and the Rules and Regulations.

7.4 Use of Limited Common Area. The Limited Common Area shall be used only by the owner of a Unit to which such Limited Common Area is appurtenant and his assigns as permitted hereby, in accordance with the terms of this Declaration and the Rules and Regulations.

7.5 Delegation of Rights. Any Unit Owner may delegate his rights of enjoyment in the Common Area to members of his family who reside within his Unit or to any tenants who reside therein under a lease of the entire Unit having a term of six months or more (such family members and tenants being hereinafter collectively called "Delegates"); provided, however, the Unit Owner and his family shall have no right to use the Common Area during any period that such tenants shall enjoy such rights. Leases for less than six months or for less than the entire Unit shall not be permitted. The rights and privileges of each Delegate are subject to suspension as hereinafter provided to the same extent as those of the Unit Owner.

7.6 Right of Access by Association. The officers, agents and employees of the Association designated for the purpose shall have the irrevocable right to have access to each Unit and any part of the Common Area from time to time during reasonable hours (or at any time in the case of emergency) as may be necessary for the maintenance, repair or replacement of any of the Common Area or for making emergency repairs necessary to prevent damage to the Common Area or to any other Unit or Units.

7.7 Rules and Regulations. The Association shall have the power, from time to time, to amend the Rules and Regulations in a manner not inconsistent with the terms hereof. The Association shall determine the purpose for which any part of the Common Area is intended in the event of any dispute relating thereto, and such determination shall be binding upon all Unit owners.

VIII. Maintenance, Repair and Alteration of Units.

8.1 Alterations. No Unit Owner shall do any work or make any alterations or changes with respect to his Unit which would (a) jeopardize the soundness or safety of his Unit or any other part of the Property, (b) reduce the value of his Unit or any

other part of the Property, or (c) impair any easement or hereditament, without, in each case, first obtaining the unanimous written consent of all other Unit Owners. In no event shall any work, alteration or change be undertaken with respect to any Unit unless and until complete plan, specifications, materials, completed cost of improvements for insurance purposes and other matters relating thereto shall have been submitted to and approved by the Association, provided, however, that nothing contained in this Section shall be deemed to prohibit any Unit Owner from changing the color scheme on any painted interior surface or changing carpeting or floor covering in any Unit not affecting any portion of the Common Area. The Unit Owners shall have the responsibility of obtaining casualty insurance to cover any increase in value of his Unit caused by any work, change or alteration undertaken with respect thereto. The Association shall have the absolute right in its sole discretion to approve or disapprove such plans, specifications, materials and other matters.

8.2 Maintenance and Repair of Units. Subject to the provisions herein contained, every Unit Owner shall keep, maintain, and repair in sound condition and replace at his own expense all portions of his Unit, including interior walls, all glass windows and doors, all fixtures and equipment installed therein commencing at a point at which the utility lines, pipes, wires, conduits or systems enter the walls or floors of each Unit, all such work to be done in a workmanlike manner and without causing disturbance or damage to the Common Area or any other Unit. In the event that the Association maintains or repairs any Unit in accordance with the provisions of Section 7.6 hereof, supra, the cost thereof shall constitute a Special Assessment against such Unit. No Unit Owners shall do any work, make any alteration or change or maintain, repair or replace any part of the Property except his Unit.

IX. Maintenance Repair, Alteration
and Reolacement of Common Area.

9.1 Maintenance, Repair and Replacement. It shall be the responsibility of the Association to maintain, repair, and replace the Common Area, including the Buildings thereon, as it may deem

desirable in the best interest of the Unit Owners.

9.2 Alterations. The Association shall make, from time to time, such alterations to such of the Common Area, including the Buildings thereon, as it may deem advisable in the best interest of the Unit Owners; provided, however, that the aggregate cost of such alterations shall be approved by Unit Owners at a special meeting; and provided, further, that if the funds therefor are derived from proceeds of insurance with respect to the Property, such alterations shall be subject to the provisions hereinbelow contained with respect thereto.

X. Restrictions.

10.1 Observation of Declaration. The Property and each Unit shall be subject to the rights, covenants, restrictions, obligations, terms and conditions of this Declaration which shall be binding upon, and inure to the benefit of, the Declarant and each Unit Owner. The Declarant, and each Unit Owner by his acceptance of a deed or other instrument conveying a Unit to him, covenant and agree that they will observe and be bound by the terms and conditions of this Declaration.

10.2 Additional Restrictions. The Unit Owners, the Property, including each Unit, and the use thereof shall be subject to the restrictions and obligations contained in this Declaration, including, without limiting the generality of the foregoing, the following:

(a) No Unit or portion of Common Area shall be used for any purpose or in any manner which is prohibited by the provisions of the Zoning Ordinance of the Town.

(b) No Unit shall be used or occupied, and no Unit Owner shall permit the same or any part thereof to be used or occupied, for any purpose other than as private residence for the Unit Owner and the Unit Owner's family or the Unit Owner's transient guests or family servants, except that any Unit Owner, shall be permitted to lease his Unit to others solely for private residential purposes, subject, however, to the prior approval of the Association, said Association having received notice of the proposed lease forty-five (45) days prior to the proposed date of the beginning of the lease and

having received at the same time an application identical in form with that completed by the Unit Owner when applying to purchase his or her Unit filled out by the proposed lessee, further within the forty-five (45) day period the Association will have the right to lease the subject property on behalf of the Unit Owners under the same terms and conditions as will be offered to the proposed lessee. The foregoing, insofar as it gives a right of first refusal to the Association, does not apply to the holder of a first mortgage who forecloses on a unit or who subsequent to acquiring a unit by foreclosure seeks to lease it.

(c) No commercial business shall be allowed within the Property, except the sale of Units by the Declarant. In the event that any Unit Owner wishes to sell his Unit, the same terms and conditions as to time of notice, right of first refusal to purchase, and submission of an application filled out by the proposed purchaser shall apply as hereinbefore stated in connection with leases of the Unit in Section 10.2 subparagraph (b), supra. The foregoing, insofar as it gives a right of first refusal to the Association, does not apply to the holder of a first mortgage who forecloses on a unit or who subsequent to acquiring a unit by foreclosure seeks to sell it.

(d) Nothing shall be done or kept in any Unit, or the Common Area, which will increase the rate of insurance maintained pursuant to the terms of Article XII hereof, infra, without the prior written consent of the Association. No Unit Owner shall permit anything to be done or kept in any Unit, or the Common Area, which will result in cancellation of insurance of any other Unit or the Common Area, or which would be in violation of any law, ordinance or regulation. No waste will be committed of the Common Area.

(e) No animals, livestock or poultry of any kind shall be raised, bred or kept in any part of the Property, except that with the prior approval of the Association one (1) dog, cat or other domestic household pet (but in no event more than a single pet), and in the case of a dog, no more than two (2) feet in height, and/or forty (40) pounds in weight unless otherwise authorized in writing, may be kept in a Unit by the Unit Owner, subject to rules and regulations adopted by the Association; and provided further that such pet is not kept, bred or maintained for any commercial purpose. In no event shall any domestic pet be allowed to roam at will except within the Limited Common Area of the Unit Owner whose pet it is and it is to be restrained so that it will not go upon and trespass upon the Common Area or the Limited Common Area of any other Unit Owner (s).

(f) No tank for storage of fuel or flammables may be maintained on the Property unless either buried or contained in a structure and approved by the Association. In no event shall any Unit Owner store gasoline or other fuel not necessary for heating or cooking purposes on any part of the Property.

(g) No garbage, refuse, rubbish or cutting shall be deposited on any portion of the Property unless placed in a suitable container suitably located and in the Limited Common Area so designated appurtenant to each particular unit.

(h) No building material of any kind or character shall be placed upon any portion of the Property except in connection with construction by the Declarant or approved as provided in this Declaration. As soon as building materials are placed on any portion of the Property in such connection, construction shall be promptly and diligently commenced and completed.

(i) No exterior lighting shall be installed on any portion of the Property except as approved by the Association. No antennas shall be placed upon the exterior of any of the Buildings, nor in the Limited Common Area appurtenant to any Unit, nor in any location within the Common Area whatsoever. Attic antennas are permissible; citizens band antennas are not allowed.

(j) No tent, trailer, boat trailer, boat, camper, truck (larger than 1/2 ton pick-up truck) off-road vehicle or temporary structure shall be placed or maintained on any portion of the Property without the express written permission in each instance, secured in advance, of the Management Committee.

(k) Except in areas designated by the Association for the purpose from time to time, no portion of the Common Area shall be used for storage.

(l) No fence or detached wall of any kind or for any purpose shall be erected, placed or suffered to remain upon the Property. No clothesline or drying apparatus shall be placed within the Limited Common Area appurtenant to any Unit on any other portion of the Common Area.

(m) The Limited Common Area between the street and the setback line of each Building shall be landscaped and maintained by the Association. The Limited Common Area in the rear of each Unit shall be maintained as such, at the expense of the Unit Owner having the exclusive use thereof; provided, however, that the same shall in no way become unsightly or present an objectional appearance, or cause undue aesthetic hardship to any Unit Owner(s). No vegetables, so-called, nor grains of the ordinary garden or field variety, shall be grown upon the Common Area or cause undue aesthetic hardship to any Unit Owner(s).

(n) No nuisance, advertising sign, "For Sale" or "For Rent" sign (except as erected or maintained by Declarant), billboard or other advertising device shall be placed or suffered to remain upon the Property, nor shall the premises be used in any way or form or for any purpose which may endanger the health, or unreasonably disturb the quiet, of any Unit owner. No spirituous, venous or fermented liquors shall be manufactured or sold, either at wholesale or retail, upon the Property. No privy or outside chemical toilet shall be maintained, except during process of construction of Buildings, and then only for not more than six (6) months. No trade (except the sale of Units by Declarant) shall be carried on in or upon any of said Units, or any portion thereof or of the Property, nor shall anything be done thereon, which may be or become an annoyance or nuisance to the neighborhood.

(o) Association shall make Rules and Regulations which shall govern the use and the enjoyment of such portions of the Common Area as are developed into, and declared to be, recreational facilities available to all Unit Owners, families of Unit Owners, their guests and family servants and such tenants as from time to time may be approved and occupy the subject Unit.

(p) Guest parking shall be only in those areas designated by the Association or in that portion of the Limited Common Area appurtenant to each Unit for the purpose of parking.

(q) No wood burning stoves or other similar devices shall be allowed unless prior approval of the Association is granted.

XI. Assessments, Charges and Profits.

11.1 Common Expenses and Common Profits. Payment of the Common Expenses shall be paid by each Unit Owner in the manner provided herein in accordance with the percentage set forth in said Schedule VI. Common Profits, if any, and any surplus funds collected by the Association shall be distributed to the Unit Owners in the same manner, at such time or times as the Association shall determine, after first making provision for the payment of Common Expenses and establishing a reserve to meet anticipated future Common Expenses. Whenever a Unit is to be sold there shall be prior to the sale the deposit of one month's estimated Common Expenses with the Association to be held in escrow for

future needs, said deposit to be returned to Unit Owner upon subsequent sale of the Unit to a new Owner.

11.2 Annual Assessments. In order to provide for the payment of Common Expenses, the Association shall in each year levy an Annual Assessment against each Unit in such amount as it may determine to be necessary to meet budgeted Common Expenses subject to the provisions of Section 11.7 hereof, infra. The Annual Assessment shall be delivered to each Unit owner on the fifteenth (15) day of December in each year to meet expected Common Expenses for the next succeeding calendar year. The Annual Assessment shall be payable in twelve (12) equal monthly installments on the tenth (10th) day of each month in the year following the Annual Assessment. The Association shall not be required to give any Unit Owner notice of the date of payment of any Annual Assessment. In the event that any installment of the Annual Assessment is not paid within ten (10) business days of the date when due, interest thereon shall be payable at a rate equal to twelve percent (12%) per annum (or such other rate as the Association shall from time to time determine and set forth in the notices of the Annual Assessment). The amount of such interest shall be deemed to be added to such Annual Assessment not paid. The Association may increase or decrease the Annual Assessment at any time during the year in which it is payable, provided that the Association shall give not less than twenty (20) days prior written notice to each Unit owner of any such increase. In the event of such increase, the amount thereof shall be payable in equal installments on the remaining monthly payment dates during such year.

11.3 Special Assessments. In addition to the Annual Assessment, the Association may from time to time levy Special Assessments against the Units as provided in this Declaration or as may be necessary to meet any non-recurring Common Expenses not reasonably contemplated at the time of notice of the Annual Assessment; provided, however, that no Special Assessment shall be levied in connection with the repair, replacement, construction or reconstruction of any portion of the Common Area unless the aggregate amount of the Special Assessment and manner of payment

thereof shall have received the Approval of the Unit owners. Any Special Assessment or portion thereof not paid within ten (10) days of the date when due shall bear interest at the rate and payable in the manner described in Section 11.2 hereof, supra.

11.4 Liability of Unit Owners and Lien. The amount of Common Expenses assessed against each Unit together with any interest payable thereon shall be a debt of the owner of such Unit at the time such assessment is made, whether by Annual Assessment or Special Assessment, and shall be collectible as such. The Association, on behalf of all Unit Owners shall have the right to maintain suit to recover a money judgment for Common Expenses from any Unit Owner failing to pay the same when due without foreclosing or waiving the lien securing the same. If any Unit Owner shall fail or refuse to make any payment of the Common Expenses when due, the amount thereof together with interest and collection costs shall constitute a lien on the interest of such Unit owner in his Unit, the Common Area and his certificate of beneficial interest, and upon the Recording of notice thereof by or on behalf of the Association shall be a lien upon such Unit Owner's interest in his Unit, the Common Area and his certificate, prior to all other liens and encumbrances, recorded or unrecorded, except (a) tax and special assessment liens on such interest in the Property in favor of any public or municipal taxing authority and (b) liens or encumbrances on such interest in the Property recorded prior to the date of such lien.

11.5 Enforcement. The Association shall have the right to enforce such lien for nonpayment of Common Expense by sale or foreclosure of the Unit Owner's interest in his Unit, the Common Area and his certificate of beneficial interest in accordance with the provisions of law applicable to the exercise of powers of sale or foreclosure in deeds of trust or mortgages or in any manner permitted by law. In any such foreclosure or sale, the Unit Owner shall pay the costs and expenses of such proceedings, including reasonable attorney's fees. In the case of such foreclosure or sale, the Unit Owner shall pay to the Association a reasonable rental for such Unit Owner's Unit, determined by the Association, and the Association in connection with any foreclosure action shall be entitled to the appointment of a receiver to collect such rental

without regard to the value of such Unit Owner's interest in the Common Area. At any such foreclosure or other sale, the Association shall have the power to bid in such interest and to hold, lease, mortgage and convey the same.

11.6 Consent of Unit Owner to Lien. Each Unit owner, by acceptance of a deed to his Unit, shall be deemed to have expressly consented to the creation of the lien and to the foreclosure or sale of his interest in his Unit, the Common Area, and his certificate, as provided in this Article XI.

11.7 Maximum Annual Assessments.

(a) Until January 1, 1984, the Annual Assessment on each Unit (except as provided in Section 17.2 hereof, infra) shall be Fifty-Two (\$52.00) Dollars for common area maintenance and insurance on the structures.

(b) From and after January 1, 1986, the Association shall determine in their sole discretion the aggregate amount of the Annual Assessment, provided, that the Annual Assessment assessed against a particular Unit shall not be more than one hundred ten percent (110%) of the Annual Assessment assessed against such Unit for the previous year without the approval of the Unit Owners.

11.8 Use of Assessments During Construction. Until all Units are completed and either sold or leased by Declarant, or until December 31, 1986, whichever shall be earlier, no part of the Annual Assessment shall be used for the construction of any Building, except as provided in Articles XII and XIII hereof, infra.

11.9 Information Concerning Assessments. The Association shall maintain a complete and accurate record of all Annual Assessments or Special Assessments indicating for each Unit the name and address of each Unit Owner and the amounts of all assessments paid or unpaid. Upon the written request of any Unit Owner, mortgagee or prospective mortgagee of a Unit the Association shall issue a written statement setting forth the unpaid Common Expenses with respect to such Unit.

XII. Insurance and Casualty Loss.

12.1 Maintenance of Insurance by Association. Except title insurance (which may be obtained by each Unit owner for his own

benefit) and except builders risk insurance and other insurance which may be furnished by the Declarant during construction, the Association shall obtain and maintain, to the extent available, insurance on the Property (including the Units but excluding any personal property owned by a Unit Owner or any additional improvements made by a Unit owner within his Unit) and all improvements now or hereafter located thereon and all personal property which may be held and administered by the Association against loss or damage by fire and other hazards, including extended coverage, vandalism and malicious mischief, in an amount equal to the estimated replacement value of such property. The Association shall obtain and maintain public liability insurance with respect to property damage or personal injury caused by the Association, the Management Committee (if any), all officers, managers, employees and agents of the Association, and all Unit Owners in an amount not less than \$300,000.00 as a result of any occurrence or such greater amount as the Association may from time to time determine. The Association shall obtain and maintain from time to time such other forms of insurance in such amounts as it may deem advisable or as required by law. The cost of any such insurance shall be a Common Expense.

12.2 Provisions of Insurance Policies. All insurance policies obtained by the Association shall be written in the name of, and all proceeds payable thereunder shall be paid to, the Declarant and the Association, its successors and assigns, for the benefit of the Declarant, the Association, the Unit Owners and the mortgagees of the Units, as their respective interests may appear; provided, however, that the Declarant shall be deleted as an insured and as a loss payee at such time as Declarant is no longer the owner of any of the Units or December 31, 1985, whichever is earlier. All policies of insurance shall be written with a company or companies authorized to do business in the State of Rhode Island and having a policyholder's rating of "A" or better by Best's Insurance Reports. All policies of insurance shall provide for the issuance of a certificate to each Unit Owner (with mortgagee endorsement, if requested), indicating on its face that such certificate is issued

under a policy obtained pursuant to this Article XII. All original insurance policies and endorsements thereto shall be held by the Association, its successors and assigns, as trustee, which shall acknowledge that such policies and any proceeds therefrom shall be held and disbursed in accordance with the terms of this Article XII. All insurance policies obtained by the Association shall provide, to the extent available:

(a) for a waiver of subrogation by the insurer as to any claim against the Association, the Unit owners and their respective employees, agents and guests, and of any defense based upon the invalidity of acts of the Association, the Unit Owners, and their respective employees and agents;

(b) that such policies shall not be cancelled, invalidated or suspended on account of the conduct of the Association or one or more Unit Owners;

(c) that such policies shall not be cancelled, invalidated or suspended without at least ten (10) days prior written notice to the Association, each Unit Owner and each mortgagee of any Unit;

(d) that the insurer shall not be entitled to contribution against casualty insurance which may be obtained by a Unit Owner in accordance with the provisions of Section 12.5 hereof, infra.

12.3 Review of Insurance. The Association shall review annually the amount and terms of insurance obtained by it and shall undertake such action as it deems reasonably necessary to determine that such insurance conforms to the provisions of this Article XII.

12.4 Adjustment of Loss. The Association shall have exclusive authority to negotiate and adjust losses under all insurance policies obtained by it; provided, however, that any mortgagee of a Unit shall have the right to participate in negotiations if any, relating to such losses.

12.5 Insurance Obtained by Unit Owners. Irrespective of the obligations of the Association to obtain insurance under Section 12.1 hereof, supra, each Unit owner shall have the right to obtain additional insurance at his expense as hereinafter provided. No insurance coverage shall be obtained by any Unit

Owner which would decrease proceeds payable under, or otherwise adversely affect, any insurance maintained by the Association pursuant to this Article XII. Any such insurance obtained by a Unit Owner shall contain the same waiver of subrogation provision as required by clause (a) of Section 12.2 hereof, supra. Any casualty insurance obtained by a Unit Owner shall provide that it shall be without contribution as against casualty insurance obtained by the Association. Each Unit Owner shall have the individual responsibility to obtain, at his own expense and as he may determine, title insurance with respect to his personal property, his personal liability to his personal property, his personal liability and any additional improvements made to his Unit; provided, however, that no such insurance shall adversely affect any insurance obtained by the Association.

12.6 Repair or Reconstruction; Use of Insurance Proceeds.

(a) Any proceeds of insurance paid to the Association on account of damage, destruction or loss of the Property or any portion thereof shall be disbursed as provided in this Article XII.

(b) In the event that the proceeds of insurance, if any, shall be sufficient, in the judgment of the Association, to repair, reconstruct, restore or replace any damage or loss to the Property to substantially the condition existing prior to such loss or damage or any part thereof, such amounts shall be used by the Association for purposes of such repair, reconstruction, restoration or replacement; provided, however, that if, in the opinion of the Association, such destruction, loss or damage has destroyed or substantially damaged more than fifty percent (50%) of any Building, such Building shall not be so repaired, reconstructed, restored or replaced without the approval of all Units in such Building, given not more than forty-five (45) days from the date of such damage or loss, and given in writing or at a special meeting of such Unit Owners held in a manner described in the By-laws. In the event the decision is made not to reconstruct, repair, restore or replace the Building, the proceeds of insurance shall be distributed to the Unit Owners and any mortgagees of any

Units, as their respective interests may appear, on the same basis as the common expenses are assessed to the Unit Owners.

(c) So much of the amount described in Section 12.6(b) as may be necessary for purposes of repair, reconstruction, restoration or replacement in addition to insurance proceeds, shall constitute a Special Assessment, collectible as such.

(d) Any insurance proceeds remaining after such repair, reconstruction, restoration or replacement, after payment of all expenses incurred in connection with the collection and disbursement thereof, including, without limitation, architects', engineers', and attorneys' fees, shall be retained by the Association for future maintenance and operation of the Property, may be distributed to the Unit Owners and any mortgagees of any Units, as their respective interests may appear, on the same basis as the Common Expenses are assessed to the Unit Owners.

12.7 Repair or Reconstruction; Insufficient Insurance Proceeds. In the event that proceeds of insurance shall not be sufficient, in the judgment of the Association, to repair, reconstruct, restore or replace any damage or loss to the Property or any one or more Building(s) therein, or in the event of loss or damage not insured and exceeding \$10,000, except as provided in Section 12.8 hereof, infra, such loss or damage shall be repaired, reconstructed, restored or replaced and insurance proceeds, if any, shall be used therefor, only with the Approval of the affected Unit owners within such Building(s), given not more than forty-five (45) days from the date of such damage or loss, and such Unit owners shall also approve a Special Assessment, against the affected Units, in an amount sufficient to repair, restore, reconstruct or replace such loss or damage.

12.8 Damage or Loss Affecting Units. If damage or loss is confined to the improvements to one or more Units without materially affecting any portion of the Common Area except portions of the Limited Common Area appertaining to such Unit, the Association shall determine whether to apply any insurance proceeds received as a result of such loss or damage for the repair, reconstruction, restoration or replacement of the damage or loss or whether, after reserving an amount sufficient to repair, reconstruct, restore or

replace such portions of the Common Area, to pay such proceeds to the owner of such Unit and his mortgagee, if any. Such amounts shall be used by the Unit owner and such mortgagee, if any, first to repair, reconstruct, restore or replace any such improvements. Any such repair, reconstruction, restoration or replacement shall comply with the provisions of Article VIII hereof, supra. If the cost thereof exceeds the amount of insurance proceeds received, such excess shall be provided by such Unit Owner or, upon his failure to do so, the Association may levy a Special Assessment against such Unit for such Amount.

12.9 Failure to Repair or Reconstruct. In the event that seventy-five (75%) percent or more of the Units in the condominium project are destroyed or substantially damaged, and if seventy-five (75%) percent of the Unit Owners shall fail for any reason to approve the repair, reconstruction, restoration or replacement as required in Sections 12.6 or 12.7 hereof, each supra, as the case may be, excepting only that the vote under this Section 12.9 shall be taken within one hundred (100) days from the date of destruction or damage to the Units and not forty-five (45) days as provided in Sections 12.6 and 12.7, supra, then in any such event:

(a) the Common Area and Units within such condominium project shall be deemed to be owned in common by the Unit Owners in such condominium project;

(b) the undivided interest in the Common Area owned in common which appertains to each Unit in such condominium project shall be the percentage of undivided interest previously owned by the owner of such Unit in the Common Area in such condominium project;

(c) any liens affecting any Unit shall be deemed to be transferred in accordance with existing priorities to the percentage of undivided interest of the owner of such Unit in the Common Area in such condominium project;

(d) the Common Area and Units in such condominium project shall be subject to an action for partition at the suit of any Unit Owner, as if owned in common, in which event the net proceeds of sale, together with the net proceeds of insurance, if any, shall be considered as one fund and shall be delivered to and held by the Association, as trustee, and divided among and paid to all Unit Owners in such condominium project in proportion to their respective common interests, after first paying

out of the respective share of each Unit Owner, to the extent sufficient for the purpose, all liens, on the undivided interest of such Unit Owner in the Common Area and the Association shall cause a statement to the foregoing effect to be Recorded;

(e) any sale of the Common Area and Units in such condominium project, or any part thereof, shall be subject to a right of first refusal in the Association to purchase the property proposed to be sold, including the certificate of beneficial interest in the Association associated with any Unit sold. The seller or sellers shall give the Association forty-five (45) days prior written notice of the sale, such notice to contain the terms of the proposed sale, during which forty-five (45) day period the Association must notify the sellers in writing whether it intends to exercise said right of first refusal. If the Association so notifies the seller or sellers of its intention to purchase the offered property, the Association shall have one hundred (100) days from the date of the notice of the offer to sell and to pay the purchase price. If the Association does not exercise its right of first refusal, the offered property may be sold free and clear of this right of first refusal provided that if the seller or sellers shall fail to sell the offered property to the offeree and in strict accordance with the terms stated within the notice of offer to sell within one hundred eighty (180) days of the date of the giving of such notice, the offered property shall again become subject to the Association's right of first refusal.

(f) any sale of the Common Area and Units in such condominium project shall be subject to the restrictions and covenants contained in this Declaration.

12.10 Manner of Repair or Reconstruction.

(a) Any repair, reconstruction, restoration or replacement made pursuant to this Article XII shall be made substantially in accordance with the original plans and specifications, to the extent reasonably practicable, and in such manner as to restore the Property to substantially the same condition in which it existed prior to such loss or damage (with each Unit having the same horizontal and vertical boundaries).

(b) Immediately following loss or damage to the Property or portion thereof, the Association shall obtain estimates of the cost of repairing, reconstructing, restoring or replacing the same. The Association shall employ such architects, engineers and other experts as may be necessary to obtain such estimates.

12.11 Obligation of Association. The Association shall have no duty to repair, reconstruct, restore or replace the Property or any portion thereof in accordance with this Article XII except; and then only to the extent that insurance proceeds and other amounts actually received by it are sufficient for the purpose.

12.12 No Waiver Against Unit Owner. The action of the Association in repairing, reconstructing, restoring or replacing any loss or damage shall not constitute a waiver of any rights which the Association or other Unit Owner may have against another Unit Owner for his negligence or commission of willful or malicious damage.

XIII. Condemnation.

13.1 General. In the event that all or any part of the Property shall be taken by any authority having the power of condemnation or eminent domain, each Unit Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto unless otherwise prohibited by law. The award made for such taking shall be payable to the Association, as trustee, for the benefit of the Unit Owners and all mortgagees of any Unit, as their interests may appear. Unless otherwise provided by law at the time of such taking, any award made therefor shall be disbursed by the Association as hereinafter provided in this Article XIII.

13.2 Common Area. If such taking is confined to the Property on which improvements shall have been constructed and shall not materially affect any Unit, such improvements, or any part thereof, on the remaining land included in the Common Area shall, to the extent feasible, be replaced with the Approval of the Unit Owners within ninety (90) days of such taking in accordance with the plans therefor approved by the Association. The Association shall arrange for such replacement and shall disburse the proceeds of such award in the same manner as it is required to disburse insurance proceeds as provided for in Section 12.6 hereof, supra; subject, however, to the right hereby reserved to the Unit Owners and to be exercised by a majority of the total vote thereof, to provide for the disbursement by the Association of the remaining proceeds held by it (after payment of all costs incident to such replacement) to the Unit owners or any one or more of them in

amounts disproportionate to their percentages of undivided interest in the Common Area as established herein, which disproportionate amounts shall reasonably correspond with the disproportionate damages sustained by the Unit owners or any one or more of them as may be determined by a majority of the total vote thereof. If such replacement shall not have received the Approval of the Unit Owners as provided in this Section 13.2 or if the taking is confined to the Common Area on which no improvements shall have been constructed, then the Association shall disburse the proceeds of the award in the manner hereinabove provided for the disbursements of the remaining proceeds of an award after payment of all costs incident to replacement of improvements taken, including the right reserved to the Unit Owners to provide for disbursement in disproportionate amounts.

13.3 Units in Condominium Project. If the taking includes one or more Units in the condominium project, or any part or parts thereof, whether or not there is included in the taking any part of the Common Area, then the award shall be disbursed and all related matters, including without limitation alteration of the percentage of undivided interest of the Unit Owners in the Common Area in such condominium project, shall be determined pursuant to and in accordance with the consent of all Unit owners in such condominium project (or such lesser number of owners as may then be prescribed by the Act for the purpose of altering the percentages of undivided interest of the Unit Owners in the Common Area) expressed in a duly Recorded amendment to this Declaration. In the event that such an amendment shall not be recorded within one hundred (100) days after such taking; then such taking shall be deemed to be and shall be treated as damage or destruction which shall not be repaired or reconstructed as provided in Section 12.9 hereof, supra.

XIV Transfer of Units or Interests in Units.

14.1 Execution of Documents by Transferees. Every purchaser or lessee of a Unit, whether purchasing from a Unit Owner or otherwise, shall execute and deliver to the Association such documents as it may reasonably request evidencing such purchaser's agreement to be bound by all of the provisions of this Declaration.

14.2 Other Liens. Except as provided in this Declaration, no lien or encumbrance shall be created against the Property after the date hereof, except as against a Unit and the interest in the Common Area appertaining thereto created in the same manner and under the same conditions as liens and encumbrances arising or created against any other separate parcel of real property subject to individual ownership. No labor performed or material furnished with the consent or at the request of a Unit Owner, his agent, contractor, or subcontractor with respect to his Unit shall be the basis for the filing of a lien pursuant to the lien law against the Unit of any other owner not expressly consenting to or requesting the same; provided, however, that each Unit Owner shall be deemed to have given such express consent in the case of emergency repairs and any other labor performed or materials furnished pursuant to the provisions of this Declaration or the By-laws or if authorized by the Unit owners pursuant thereto.

14.3 Removal of Liens; Suits. All liens arising or created against a Unit, except liens of mortgages permitted by this Declaration, taxes, Annual Assessments or Special Assessments, shall be satisfied or otherwise discharged within thirty (30) days from the date such lien arises or is created. All taxes, Annual Assessments and Special Assessments upon a Unit shall be paid before the same shall become delinquent. Each Unit Owner shall give notice to the Association within five (5) days of the creation or receipt of notice, as the case may be, of every lien upon his Unit or his appurtenant interest in the Common Area and of every suit or other proceeding which does or would affect such Unit Owner's interest therein.

XV. Default or Foreclosure of Liens on Units.

15.1 Terms of Mortgage or Other Lien. Each mortgage, deed of trust or similar lien with respect to any Unit shall provide that upon the occurrence of an event of default thereunder which would permit the holder to declare all amounts secured thereby due and payable, the holder shall use its best efforts to give notice of its intention to take such action to the Association; provided, however, that failure to give such notice shall not prevent or

prohibit the holder from exercising its rights thereunder.

15.2 Action of Association upon Default or Foreclosure.

The Association may exercise or refrain from exercising all or any of the following rights, powers and privileges with respect to any mortgage, deed of trust or similar lien with respect to which a Unit Owner shall be in default:

(a) By and with the consent of the holder thereof, to remedy the defaults existing under the terms of such mortgage, deed of trust or other lien and to put the same in good standing in the event the Association shall make the advances necessary to remedy the defaults.

(b) To acquire by assignment either before or after institution of foreclosure action from the holder thereof such mortgage, deed of trust or other lien in the name of the Association or in the name of its designated nominee (in each case as agent of all other Unit Owners) with all the powers and rights of the holder against the defaulting Unit Owner including the right to foreclose the same for the benefit of the remaining Unit Owners; provided, however, the Association shall pay all sums due and owing the holder thereof including but not limited to all cost pertaining to said assignment and such assignment shall be without warrant or recourse, except as to amounts owing thereunder.

(c) To accept from the defaulting Unit Owner a deed transferring the Unit and its interest in the Common Area and its concomitant certificate of beneficial interest, and by and with the consent of the holder of the mortgage, a deed of trust or other similar lien, to remedy the defaults existing under the term thereof for the benefit of the other Unit Owners.

(d) To continue any pending action or to institute an action to foreclose any mortgage, deed of trust or other lien taken by assignment under clause (b) hereof, or to take a deed in lieu of foreclosure thereof. In no event shall a Unit Owner be relieved from liability already incurred for past due Common Expenses nor be relieved from personal liability on the bond, note or other obligation secured by such mortgage, deed of trust or other lien by reason of any conveyance made under clause (c) hereof or under this clause (d), nor be relieved from liability for costs and legal fees incurred by the holder or the Association.

15.3 Association a Party to Actions. The Association shall be entitled to bid at any sale, whether the action be in its name or whether it be a defendant therein, and to purchase any Unit at

such sale for such amount as shall be approved by the Association taking into consideration the amount due the plaintiff, the costs and disbursements and all other charges affecting the Unit. The Association shall not, however, be limited in its bidding to such amount or total, but may bid any higher sum that it may deem necessary in order to protect the interests of the other Unit Owners.

15.4 Special Assessments. Any amounts paid by the Association, together with all expenses incurred by the Association, in taking any action pursuant to this Article XV shall constitute and be deemed to be a Special Assessment against such Unit, payable upon demand.

XVI. Easements, Liens and Encumbrances.

16.1 Units Subject to Easements, Liens, and Encumbrances. Every Unit and the interest in the Common Area appurtenant thereto shall be subject to those easements, liens, encumbrances and other matters set forth in Schedule V and to those easements, liens, encumbrances and other matters hereinafter reserved or described.

16.2 Easements Reserved by Declarant. The Declarant hereby reserves for itself, its successors and assigns, until all Units have been completed and either sold or leased by Declarant or until December 31, 1985, whichever shall be later, an easement upon, across over and under the Property and any part thereof for such purposes as the Declarant may deem necessary in connection with the Property.

16.3 Utilities and other Services. The Declarant hereby reserves the right, and there is hereby reserved to the Association the right, to grant such easements, rights of way or other rights, on behalf of all Unit owners, upon, across, over and under and with respect to the Property of any part thereof for ingress, egress, installation, replacement, repair or maintenance of all utilities and other services deemed necessary or desirable by the Declarant or Association, including, without limitation, water, sewer, drainage, telephone and electrical utilities or services. Any person providing such services shall have the right to erect and maintain such equipment on, above, across and within the

Property or any part thereof as may be necessary in connection therewith. The location, manner of installation and other matters relating to such utilities and services shall be approved by the Association prior to the commencement of construction or other activity on the Property in connection therewith.

16.4 Maintenance and Repair; Performance of Duties by Association. There is hereby granted and reserved to the Association, its governors, officers, employees, agents and servants, the right to enter upon the Property or any part thereof in connection with the performance of any right, power or duty given to or imposed upon the Association pursuant to this Declaration, the By-laws, or the Rules and Regulations. Such right shall be exercised (except in the case of emergency) during reasonable hours to the extent practicable; and in the event of entry of default or failure to perform any term, condition or covenant in this Declaration, upon prior written notice and with the consent of the Unit Owner (which consent shall not unreasonably be withheld).

16.5 Encroachments: Support. The Property and any part thereof shall be subject to such encroachments as may be created by construction or settling of the Property as designed or constructed by the Declarant or as created as a result of the reconstruction, repair, restoration or replacement of the Property in accordance with the provisions of Article XII or Article XIII, each supra. The Common Area and Units shall be subject to a right of support for the benefit of the Common Area and Units.

16.6 Rights of Others. Notwithstanding anything to the contrary contained herein, the ownership of the Common Area and the right to use the same by each of the Unit Owners, his Delegates, invitees and guests shall at all times be and remain subject to:

(a) the rights of all other Unit Owners, their Delegates, invitees and guests to use the same as provided in this Declaration; and

(b) the right of the Association to (i) limit the number of guests or other persons (except Unit Owners and their Delegates) who may use the Common Area, (ii) suspend with respect to any Unit Owner the voting rights and right to use any facility included in the

Common Area for any period during which any Annual or Special Assessment remains unpaid and for a period, not to exceed thirty (30) days, for any violation of this Declaration or the Rules and Regulations; and (iii) fine any Unit Owner for any violation of this Declaration or the Rules and Regulations.

XVII. Special Provisions Relating to Declarant.

17.1 Management of Property. Until all Units have been completed and either sold or leased by Declarant or until December 31, 1985, whichever shall be earlier, the Declarant shall have the right to require the Association to appoint the Declarant as agent for the Association in the development or management of the Property, but without compensation for Declarant's services as such.

17.2 Payment of Assessments. The Declarant shall not be required to pay any Annual or Special Assessment with respect to any Unit owned by it, except a Unit reacquired by the Declarant after the initial conveyance thereof or a Unit leased by the Declarant to another person or a Unit which is unsold but upon which construction has been completed and a certificate of occupancy issued.

17.3 Sales, etc. by Declarant. The Declarant shall have the unrestricted right to sell, assign, mortgage, lease or otherwise transfer any Unit or interest therein or appertaining thereto which it owns on such terms and conditions as it may determine.

17.4 Certain Provisions Inapplicable. The provisions of Section 8.1 hereof, supra, shall not apply to the Declarant. The Declarant shall have the right to maintain an office, post signs and to take such other action on the Property as it may deem desirable in connection with the development, construction and sale of the Property or any part thereof, or of any proximate real estate.

XVIII. Amendment.

18.1 General. Except as otherwise provided in Section 18.2, Section 18.3 or Article XX hereof, infra, this Declaration may be amended in whole or in part only upon the Approval of the Unit Owners, provided, however, that such Approval shall be subject to

the provisions of Section 6.3, supra, as within the time parameters thereof, and shall otherwise be subject to the other provisions of this Declaration where and as apposite.

18.2 Amendment of Voting Rights or Ownership. The provisions of Section 4.1 hereof, supra, shall not be amended without the prior written approval of all Owners of Units within the Property; and Sections 6.1, 6.2, 6.3, 6.7, 7.1, 7.2, 10.1, 11.1 and 11.5, and the provisions of any Sections requiring the unanimous approval of the Unit Owners with regard to any matter, shall not be amended without the prior written approval of all Unit Owners (and of the Declarant, if required hereunder).

18.3 Amendment Affecting Plans and Survey During Development. The Declarant hereby reserves the right during the period described in Section 17.1 hereof, supra, to modify and amend the Plans and Survey with respect to minor changes in the dimensions of any Unit or Building or changes with respect to the location thereof on the Property.

18.4 Recording of Amendments. Any such amendment shall become effective upon the Recordation thereof.

18.5 Notice of Amendment. The Association shall give notice of any amendment so approved and Recorded to each Unit Owner, provided, however, that the giving of such notice shall not constitute a condition precedent of the validity thereof.

XIX. Termination of Declaration.

This Declaration shall be terminated upon the written approval of all of the Unit Owners and the holders of all mortgages and other liens affecting the Property, evidenced by an instrument duly Recorded (subject however, to the Declarant's consent if required pursuant to Section 18.1 hereof, supra). Upon termination, ownership of the Property and rights of the Unit Owners shall be determined in the manner provided in Section 12.9 hereof, supra.

XX. Compliance and Enforcement.

20.1 Compliance. Each Unit Owner and other person having an interest in the Property or any part thereof shall comply with a

of the provisions of this Declaration, the By-laws and the Rules and Regulations.

20.2 Enforcement. In addition to any other right or remedy provided herein or by law, if any Unit Owner or other person having an interest in the Property or any part thereof violates any provision of this Declaration, the Declarant, the Association or any Unit Owner or other person having an interest in the Property or any part thereof may bring an appropriate action against the defaulting party to enforce specific compliance with the provisions of this Declaration, the By-laws or the Rules and Regulations or to recover damages for such violation, including costs and reasonable attorney's fees, or both; provided, however, that in no event shall the Declarant or the Association be under any duty to enforce compliance with the provisions of this Declaration, the By-laws or the Rules and Regulations.

20.3 Expenses. Each Unit Owner shall be liable for costs and expenses of any maintenance, repair, replacement or reconstruction of the Property or any part thereof or of any increase in insurance rates resulting from his act, neglect or carelessness, to the extent insurance proceeds are insufficient for such purpose.

20.4 No Waiver, Etc. Failure to enforce any provision of this Declaration, the By-laws or Rules and Regulations shall in no event be deemed a waiver of the right to do so thereafter. All rights, remedies and privileges granted to the Declarant, the Association, the Unit owner or other person pursuant to this Declaration, the By-laws or the Rules and Regulations shall be cumulative, and the exercise of any one or more shall not be deemed to be an election of remedies nor shall such exercise preclude the exercise of any other and additional rights, remedies or privileges. No Unit Owner shall avoid compliance with the provisions of this Declaration, the By-laws and Rules and Regulations through non-use, abandonment or lease of his Unit or his interest in the Property.

20.5 Any first mortgagee of a Unit or Units requiring notice from the Association of any default by the mortgagor under this Declaration or By-Laws shall so notify the Association within fifteen (15) days of the recording of such mortgage.

XXI. Miscellaneous.

21.1 Covenants Running with Land. All of the terms, covenants, conditions and restrictions contained in this Declaration affecting the Property and the Unit Owners shall be enforceable equitable servitudes and shall run with the land and with every part thereof and interest in the Property or any part thereof, and his heirs, representatives, successors and assigns shall be bound by all of the provisions of this Declaration.

21.2 Notices. Any notice required to be given hereunder shall be given unless otherwise provided herein or in the By-laws personally or by first class mail, postage prepaid as follows:

(a) if to the Declarant, addressed to it at 101 Dyer Street, Providence, Rhode Island 02903 or at such other address as the Declarant may designate by notice to the Association and Unit Owners;

(b) if to the Association, addressed to it in care of the agent designated in Section 21.3 hereof, infra, or any other person so designated; and

(c) if to a Unit Owner, addressed to him at his address filed with the Association.

If a Unit is owned by more than one (1) person, notice shall be given to any one of such persons, and when so given, shall constitute notice to all of such persons.

21.3 Agent for Service of Process. The agent for service of process of the condominium project and for the Association shall be Bruce M. Selya, Esq., Selya and Iannuccillo, Inc., P. O. Box 1355, 320 South Main Street, Providence, RI 02901-1355, or his successor. During the period described in said Section 18.1 hereof, supra, Declarant shall have the right to designate such successor and thereafter, Association shall have the right to designate such successor.

21.4 Severability. If any provision of this Declaration shall be judicially held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this Declaration.

21.5 Application of Act. To the extent that this Declaration and the matters contemplated hereby are not governed by the Act, all of the provisions hereof shall continue in full force and effect for a period of seventy-five (75) years from the date hereof and shall be automatically extended for two (2) successive twenty-five (25) year periods unless terminated as provided in Article XIX.

21.6 Captions, Gender, Etc. The captions used herein are for convenience and reference only and shall not affect the construction or meaning of any provision contained herein. Whenever the context so permits or requires, the use of the plural shall include the singular, the singular shall include the plural, and any gender shall include all genders.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed by its duly authorized officer as of the day and year first above written.

Downing Associates, Inc.

By: *Dennis H. Philopoulos*, President
Dennis H. Philopoulos, President

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence on the 11th day of MARCH, 1982, before me personally appeared DENNIS H. PHILOPOULOS, the PRESIDENT of Downing Associates, Inc., to me known and known by me to be the person who executed the foregoing instrument, and he acknowledged said instrument to be his free act and deed in such capacity and the free act and deed of said corporation.

Joseph A. Mustaban
Notary Public
JOSEPH A. MUSTABAN

SCHEDULE I

DESCRIPTION

That certain tract or parcel of land together with all buildings and improvements thereon, situated on the westerly side of Ridge Road, at the southerly termination of Varin Drive, on the southerly side of Whipple Road and on the easterly side of Fenwood Avenue, in the Town of Smithfield, County of Providence, State of Rhode Island, bounded and described as follows:

Beginning at a granite bound found in the westerly line of Ridge Road, at the northeasterly corner of land now or formerly belonging to Raymond Breault, said granite bound being one hundred fifty-two and 63/100 (152.63) feet northerly of an existing granite bound, said measurement being along the general westerly line of Ridge Road; thence proceeding in a general westerly direction a distance of two hundred sixty-four and 88/100 (264.88) feet to a point, bounded southerly by land now or formerly belonging to Raymond Breault; thence turning an interior angle of $276^{\circ}39'36''$ and proceeding in a general southerly direction a distance of three hundred twenty-seven and 95/100 (327.95) feet to a point, bounded generally easterly in part by land now or formerly belonging to said Breault, and in part by land now or formerly belonging to Ruth B. Quintauallo; thence turning an interior angle of $72^{\circ}55'28''$ and proceeding in a general westerly direction a distance of two hundred seventy-nine and 71/100 (279.71) feet to a stone in a heap of stones, bounded southerly by land now or formerly belonging to Assunta Martini; thence turning an interior angle of $174^{\circ}00'45''$ and continuing westerly a distance of five hundred fifty-eight and 73/100 (558.73) feet to a point at the intersection of two (2) stone walls; thence turning an interior angle of $184^{\circ}09'40''$ and continuing westerly along the centerline of a stone wall a distance of one hundred fifty and 6/100 (150.06) feet to a point; thence turning an interior angle of $177^{\circ}40'47''$ and continuing in a westerly direction a distance of one hundred seventy-four and 65/100 (174.65) feet to a point at or near the end of a stone wall; thence turning an interior angle of $152^{\circ}49'45''$ and proceeding in a general northwesterly direction a distance of eight hundred thirty-one and 4/100 (831.04) feet to a point; thence turning an interior angle of $174^{\circ}33'00''$ and continuing in a northwesterly direction along the centerline of a stone wall a distance of one hundred seventy and 43/100 (170.43) feet to a point; thence turning an interior angle of $180^{\circ}33'31''$ and continuing in a northwesterly direction along the centerline of a stone wall a distance of one hundred forty and 25/100 (140.25) feet to a point; thence turning an interior angle of $181^{\circ}14'05''$ and continuing in a northwesterly direction along the centerline of a stone wall a distance of one hundred eighty-nine and 37/100 (189.37) feet to a point, the last seven (7) courses bounded southerly and southwesterly by land now or formerly belonging to Nick E. Cambio; thence turning an interior angle of $111^{\circ}46'21''$ and proceeding in a general northerly direction a distance of two hundred eighteen and 79/100 (218.79) feet to a point, bounded westerly by land now or formerly belonging to James F. Rhodes et ux; thence turning an

interior angle of $90^{\circ}00'00''$ and proceeding in a general easterly direction a distance of one hundred fifty and $00/100$ (150.00) feet to a point; thence turning an interior angle of $270^{\circ}00'00''$ and proceeding in a general northerly direction a distance of eighty and $00/100$ (80.00) feet to a point; thence turning an interior angle of $90^{\circ}00'00''$ and proceeding in a general easterly direction a distance of one hundred fifty (150) feet to a point, the last three (3) courses bounded northerly, westerly, and northerly by land now or formerly belonging to Vincent G. Paul et al; thence turning an interior angle of $270^{\circ}00'00''$ and proceeding in a general northerly direction a distance of one hundred sixty (160) feet to a point, said point being one and $8/100$ (1.08) feet easterly of an existing iron pin, said measurement being made at a right angle to the herein described course, bounded westerly in part by said Paul land and in part by land now or formerly belonging to Wilfred Robenhymer et al; thence turning an interior angle of $270^{\circ}00'00''$ and proceeding in a general westerly direction passing through said iron pin a distance of three hundred (300) feet to a point, bounded southerly by land of said Robenhymer; thence turning an interior angle of $90^{\circ}00'00''$ and proceeding in a general northerly direction a distance of eighty (80) feet to a point; thence turning an interior angle of $270^{\circ}00'00''$ and proceeding in a general westerly direction a distance of one hundred (100) feet to a point in the easterly line of Fenwood Avenue, the last two (2) courses bounded westerly and southerly by land now or formerly belonging to Jeannine Colette Huyler; thence turning an interior angle of $90^{\circ}00'00''$ and proceeding in a general northerly direction along the easterly line of Fenwood Avenue a distance of forty (40) feet to a point, said point being one hundred four and $70/100$ (104.70) feet southerly of an existing drill hole found at an angle in the easterly line of said Avenue; thence turning an interior angle of $90^{\circ}00'00''$ and proceeding in a general easterly direction passing through an existing granite bound a distance of four hundred (400) feet to an existing reinforcement rod, said re-bar being two hundred fifty (250) feet easterly of said granite bound as measured along said course, said course bounded in part by land now or formerly belonging to Joseph Radican et al and in part by land now or formerly belonging to Richard Sheehan et al; thence turning an interior angle of $270^{\circ}00'00''$ and proceeding in a general northerly direction passing through an existing iron pin a distance of two hundred one and $51/100$ (201.51) feet to a point, said point being zero and $40/100$ (0.40) feet northerly of said iron pipe as measured along said course, bounded westerly by land of said Sheehan; thence turning an interior angle of $207^{\circ}13'00''$ and proceeding in a general northwesterly direction passing through two (2) existing granite bounds a distance of four hundred six and $30/100$ (406.30) feet to a point, said bounds being one hundred sixty (160) feet and two hundred forty (240) feet, respectively, southeasterly of the herein above described point, said course bounded southwesterly in part by lands now or formerly belonging to said Sheehan, in part by Liborio W. Panzarella et al, in part by land now or formerly belonging to Manuel Detorres et ux, and in part by land now or formerly belonging to Arthur P. Cimini et al; thence turning

an interior angle of $90^{\circ}00'00''$ and proceeding in a general northeaster direction a distance of one hundred sixty-four and $79/100$ (164.79) feet to a point, said point being one hundred sixty-five and $85/100$ (165.85) feet northeasterly of an existing reinforcement bar found, said measurement being along the southwesterly extension of the herein above described course; thence turning an interior angle of $261^{\circ}22'48''$ and proceeding in a general northerly direction a distance of five hundred forty-two and $55/100$ (542.55) feet to a point in the general southerly line of Whipple Road, the last two (2) courses bounded northwesterly and southwesterly by land now or formerly belonging to Charles Lebeau et al; thence turning an interior angle of $87^{\circ}57'14''$ and proceeding in a general northeasterly direction a distance of thirty and $2/100$ (30.02) feet to a point; thence turning an interior angle of $182^{\circ}27'40''$ and proceeding in a general northeasterly direction along the general southerly line of Whipple Road a distance of forty (40) feet to a point bounded northerly by Whipple Road; thence turning an interior angle of $89^{\circ}35'06''$ and proceeding in a general southeasterly direction a distance of two hundred twenty-eight and $86/100$ (228.86) feet to a point, said point being one and $71/100$ (1.71) feet northerly of an existing iron pipe, said measurement being along the extension southeasterly of the above described line; thence turning an interior angle of $270^{\circ}24'53''$ and proceeding in a general northeasterly direction a distance of two hundred sixty-four (264) feet to a point, the last two (2) courses bounded northeasterly and northwesterly by land now or formerly belonging to Norman Edwards et ux; thence turning an interior angle of $88^{\circ}26'15''$ and proceeding in a general southeasterly direction a distance of one hundred eighty-seven and $88/100$ (187.88) feet to a point, bounded northeasterly in part by said Edwards land and in part by land now or formerly belonging to Theodore C. Miller et al; thence turning an interior angle of $270^{\circ}22'33''$ and proceeding in a general northeasterly direction passing by an existing iron pipe a distance of three hundred twenty-eight and $44/100$ (328.44) feet to a point, said iron pipe being three hundred twenty-six and $88/100$ (326.88) feet southwesterly of the above described point, said pipe also being one and $60/100$ (1.60) feet southeasterly of as measured at right angles to the herein above described course; thence turning an interior angle of $262^{\circ}11'00''$ and proceeding in a general northerly direction passing by an existing drill hole a distance of one hundred twenty-five and $59/100$ (125.59) feet to a point, said drill hole being three and $32/100$ (3.32) feet southwesterly of said point and also being one and $86/100$ (1.86) feet westerly of as measured at right angles to the herein above described course; thence turning an interior angle of $192^{\circ}07'50''$ and proceeding in a general northwesterly direction a distance of two hundred sixty-four (264) feet to a point in the southwesterly line of Whipple Road, the last three (3) courses bounded generally northwesterly, westerly and southwesterly by land now or formerly belonging to Theodore C. Miller et al; thence turning an interior angle of $49^{\circ}54'07''$ and proceeding in a general southeasterly direction along the southwesterly line of Whipple Road a distance of fifty-two and $29/100$ (52.29) feet to a point bounded northeasterly by said road; thence turning an interior angle of $130^{\circ}05'53''$ and proceeding in a general southeasterly direction along or near an existing rail fence a distance of two hundred thirty-four and $57/100$ (234.57) feet

to a point, bounded northeasterly by land now or formerly belonging to Norman I. Bellemore et al; thence turning an interior angle of $167^{\circ}52'10''$ and proceeding in a southerly direction a distance of one hundred twenty-four and $35/100$ (124.35) feet to a point, said course bounded easterly in part by said Bellemore land and in part by land now or formerly belonging to Saravo Brothers Construction Company, Inc.; thence turning an interior angle of $181^{\circ}06'53''$ and continuing in a southerly direction a distance of four hundred seventy-three and $70/100$ (473.70) feet to a point; thence turning an interior angle of $279^{\circ}34'05''$ and proceeding in a general northeasterly direction passing by a granite bound a distance of two hundred sixty-four (264) feet to a point, said granite bound being zero and $20/100$ (0.20) feet northerly of, as measured at right angles to the herein described course, said bound also being two hundred sixty-two and $14/100$ (262.14) feet southwesterly of the last described point, said measurement being along the herein described course, the last two (2) courses bounded easterly and northwesterly by land of said Saravo Brothers Construction Co., Inc.; thence turning an interior angle of $88^{\circ}07'50''$ and proceeding in a southerly direction passing through an existing granite bound a distance of three hundred thirty (330) feet to another existing granite bound, the first bound being one hundred sixty-five (165) feet northerly of the second herein mentioned bound, the first bound also being zero and $26/100$ (0.26) feet westerly of the herein described course, said course bounded easterly in part by land now or formerly belonging to Michael P. DiBenedetto et al, and in part by land now or formerly belonging to James P. Crowley; thence turning an interior angle of $270^{\circ}00'00''$ and proceeding in an easterly direction passing by a granite bound a distance of two hundred sixty-four (264) feet to a point at the southwesterly corner of Varin Drive, said bound being one and $36/100$ (1.36) feet westerly of said point and is also one and $8/100$ (1.08) feet southerly of as measured at right angles to the herein described course, bounded northerly by land now or formerly of said Crowley; thence turning an interior angle of $166^{\circ}01'39''$ and continuing easterly, bounded northerly by said Varin Drive a distance of forty-one and $22/100$ (41.22) feet to a point at the southeasterly corner of said Drive; thence turning an interior angle of $190^{\circ}12'30''$ and continuing easterly a distance of two hundred sixty-three and $25/100$ (263.25) feet to a point, said point being zero and $34/100$ (0.34) feet westerly of an iron pipe, as measured along the easterly extension of the herein described course, bounded northerly by land now or formerly belonging to Frances J. Mooney; thence turning an interior angle of $93^{\circ}39'35''$ and proceeding in a southerly direction passing through three (3) drill holes, an iron pipe, a drill hole, a stake, and another drill hole, a distance of nine hundred eighty-nine and $91/100$ (989.91) feet to a point, said course bounded easterly in six (6) parts by lands now or formerly belonging to Richard Hilbert et al, Joyce Kelly Litrell, Helen M. Piro, Bernard Gemma et al, Gennaro Balzano et al, and Nancy L. Guadagni; thence turning an interior angle of $191^{\circ}33'37''$ and proceeding southeasterly a distance of thirty-eight and $92/100$ (38.92) feet to a point; thence turning an interior angle of $263^{\circ}20'24''$ and proceeding in a general northeasterly direction a distance of two hundred sixty-four and $88/100$ (264.88) feet to a point in the westerly line of Ridge Road,

the last two (2) courses bounded northeasterly and northwesterly by land now or formerly belonging to said Nancy L. Guadagni; thence turning an interior angle of $96^{\circ}39'36''$ and proceeding southeasterly along the westerly line of Ridge Road a distance of forty and $27/100$ (40.27) feet to the point and place of beginning, thereby forming an interior angle of $83^{\circ}20'24''$ with the first described course, bounded northeasterly by said Road.

Said parcel contains by estimation 3,030,413 square feet of land, more or less.

For a more particular description reference is hereby made to that certain plan entitled, "PERIMETER PLAN PHEASANT RIDGE CONDOMINIUMS A.P. 42, LOT 110; A.P. 24, LOT 19 SITUATED IN SMITHFIELD, R. I. DATE: SEPT. 2, 1980 GAROFALO REV. AUG. 28, 1981 REV. NOV. 16, 1981 LEONARD A. GAROFALO & ASSOCIATES, INC. ENGINEERS/SURVEYORS/PLANNERS SUITE 4A, 101 DYER ST. PROVIDENCE, R.I. 02903".

Said premises subject to easements of record.

SCHEDULE II

BY-LAWS OF THE
PHEASANT RIDGE ASSOCIATION MANAGEMENT COMMITTEEARTICLE IName and Location

These are the By-Laws of the Pheasant Ridge Management Committee, an unincorporated association known as Pheasant Ridge Condominium, Smithfield, Rhode Island, hereinafter called the Condominium. The Principal office of the Condominium shall be located in the City of Providence, Rhode Island. The Condominium may, if the Management Committee so decrees, be managed by a professional manager who shall be appointed with the consent of all first mortgagees holding such mortgages as of the date when such manager shall originally be appointed, which consent shall not be unreasonably withheld.

ARTICLE IIPurposes

This Condominium is formed under the provisions of Chapter 36, Title 34, of the General Laws of Rhode Island, 1956, (1969 re-enactment) as amended, known as the Condominium ownership act, to serve as the means through which the unit owners may express their opinions, wishes, and take action with regard to the administration, management and operation of the Condominium and the Condominium property described in the Declaration.

ARTICLE IIIUnit Owners

SECTION 1. Place of Meetings: The unit owners of the condominium shall hold meetings at the principal office of the Condominium or at such place within the County of Providence, State of Rhode Island, as the Management Committee shall authorize.

SECTION 2. First Organizational Meeting: The first meeting of the unit owners to organize the Condominium shall be held within

thirty (30) days after the Declarant has sold and conveyed title to all aggregate unit space, at which time the Management Committee designated by the Declarant shall resign and all of the unit owners, including the Declarant, shall elect a new Management committee. If the Declarant so elects, it may relinquish control and accelerate the date of this first organizing meeting.

SECTION 3. Annual Meetings: Thereafter, the annual meetings of the unit owners of the Condominium shall be held at the principal office of the Condominium or at such place as authorized by the Management Committee, at a date and time selected at the first meeting of the Condominium. At such annual meetings, the unit owners shall elect a Management Committee of the Condominium, and may transact such other business as may properly come before the meeting.

SECTION 4. Special Meetings: After the first annual meeting, special meetings of the unit owners may be called by the President, Vice President, Secretary, Treasurer or by a majority of the Management Committee, and must be called by such officers upon receipt of a written request from ten (10%) percent or more of the unit owners. Such written request shall state the purpose or purposes of the proposed meeting. Business transacted at a special meeting shall be confined to the purposes stated in the notice.

SECTION 5. Fixing Record Date: For the purpose of determining the unit owners entitled to notice of any meeting of the Condominium, or any adjournment thereof, or for the purpose of any other action, the Management Committee shall fix in advance, a date as the record date for such determination. Such date shall not be more than thirty (30) nor less than ten (10) days before the date of the meeting. If no record date is fixed, then the date shall be determined in accordance with the provisions of law relating thereto.

SECTION 6. Notice of Meeting: Notice of meetings of the unit owners of the Condominium shall be in writing. Notice of the meetings other than the annual meeting shall indicate and state that it is being issued by or at the direction of the person or persons calling the meeting. Such notice shall be mailed or delivered not less than two or more than twenty days prior to the

date of the meeting. Notice of all meetings at which disposition is to be made of assets or at which there is to be considered granting of rights or easements in the Condominium property, must also be given to the holders of the first mortgages on the units.

SECTION 7. Waiver of Notice: Notice of meetings need not be given to any unit owner who signs a waiver of notice either in person or by proxy whether before or after the meeting. The attendance of any unit owner at a meeting, in person or proxy, without protesting prior to the conclusion of the meeting the lack of proper notice of such meeting shall constitute a waiver of notice of the meeting by him.

SECTION 8. Quorum of Unit Owners: A quorum at unit owners' meetings shall consist of persons holding at least thirty (30%) percent or more of the total number of units entitled to vote therein. The subsequent joinder of a unit owner in the action taken at a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum. When a quorum is once present to organize the meeting, it cannot be broken by the subsequent withdrawal of a unit owner or owners. The unit owners present may adjourn the meeting despite the absence of a quorum.

SECTION 9. Voting: Each unit owner shall be entitled to cast one (1) vote per unit on any matter on which a unit owner is entitled to vote.

SECTION 10. Proxies: A vote may be cast in person or by written proxy. To be valid, proxies must be duly signed and acknowledged by the unit owner and must be filed with the Secretary before the appointed time of the meeting. A proxy is valid only for the particular meeting designated therein. A proxy may be revoked by the unit owner by appearance in person at the meeting and there and then filing with the Secretary at that time notice of the revocation.

SECTION 11. Written Consent of Unit owners; Approval or Disapproval: Any action that may be taken by a vote may be taken without a meeting on written consent, duly acknowledged, setting forth the action so taken or to be taken, of the unit owners holding in interest sixty (60%) percent, or such other

percentage as may be specified in the Declaration, these By-Laws, or the General and Public Laws of the State of Rhode Island, of the interests entitled to vote thereon in accordance with Section 9 hereof. Approval or disapproval of a unit owner on any matter (whether or not the subject of a meeting) shall be (i) by the person holding title to the unit on the books of the Condominium at the time of the execution of the instrument, if no meeting is being held, or (ii) by the person owning the unit on the record date, if such record date has been fixed and a meeting is to be held.

SECTION 12. Order of Business: The order of business at the annual meeting of the unit owners of the Condominium shall be:

- (a) Calling the roll and certifying of proxies.
- (b) Proof of notice of the meeting or certificate as to waivers.
- (c) Reading and disposal of unapproved meetings.
- (d) Reports of the officers of the Condominium.
- (e) Reports of the Management Committee of the Condominium.
- (f) Reports of Committee.
- (g) Selection and appointment of inspectors of election.
- (h) Election of Management Committee of the Condominium.
- (i) Unfinished business.
- (j) New business.
- (k) Adjournment.

SECTION 13. The order of business at all other meetings of the unit owners shall as far as practical conform to the order of business at the annual meeting insofar as the special purpose of the meeting will permit.

ARTICLE IV

Management Committee

SECTION 1. Board: The Condominium shall be managed by a Management Committee each of whom shall be over the age of eighteen (18) years. They need not be unit owners.

SECTION 2. Number and Term of Office: The Management Committee shall consist of no less than three (3) nor more than nine (9) persons, as the unit owners shall from time to time determine. At the first election, one-third (1/3) of the members shall be elected to serve for a term of one year, one-third (1/3) to serve for two years, and one-third (1/3) to serve for three years. At all subsequent elections, members of the Committee shall be elected for a term of three (3) years, so that the term of one-third (1/3) of the Management Committee shall expire each year. The initial membership of the Management Committee shall be six (6) in number. The Committee may be decreased or enlarged in multiples of three (3) but in no event shall the Committee consist of more than nine (9), nor less than three (3).

SECTION 3. Nomination and Election:

A. At least two (2) months preceding the first meeting of the Condominium, as prescribed in Article III, Section 2 hereof, there shall be appointed by the President, a nominating committee of three (3) or more, at least two (2) of whom shall be unit owners other than the Declarant.

B. At least three (3) months preceding each annual meeting of the Condominium, there shall be appointed by the President a nominating committee, a majority of whom shall be unit owners other than the Declarant. The President shall have power to increase the nominating committee to include the nominee of any holder(s) of twenty (20%) percent or more of the aggregate unit space in the Condominium. The nominating committee shall meet with all deliberate speed and after considering the qualification of persons, and after consulting with the Declarant, shall select person(s) to be elected members of the Management Committee at the forthcoming annual meeting of the Condominium. No member of the nominating committee shall be eligible for any nomination by said committee at such election. Such committee shall report its nominees by notice sent by mail to the unit owners at least one month prior to the date of the annual meeting. The names of the nominees shall be either typed or printed upon a ballot as candidates for the Committee.

C. Any four (4) unit owners in good standing, or the owner of ten (10%) percent of the aggregate unit space in the Condominium, may nominate candidates to the Management Committee by presenting such nominations in writing signed by them to the chairman of the nominating committee or to the Secretary of the Condominium and thereupon the names of such candidates shall also be typed or printed on the official ballot with a special note as to the rights of any of the nominees. Such petition shall be presented not less than two (2) weeks before the annual meeting.

D. Notwithstanding any other provision hereof, for so long as the Declarant owns ten (10%) percent of the aggregate unit space, it shall select and designate the members of the Management Committee who shall serve until the first meeting of the unit owners.

E. Before balloting for an officer or manager, the President of the Condominium shall appoint inspectors of election who shall collect, receive, canvass and report the votes cast at such election. The inspectors shall not be candidates.

F. A typed or printed ballot shall be prepared by the nominating committee and mailed to each unit owner at least five (5) days before the annual meeting. The ballot shall be in the form known as the "Australian Ballot." Where there is more than one candidate for any one office, such names shall be arranged in alphabetical order.

G. The candidates receiving a plurality of the votes cast for the office shall be declared elected. In the case of members of the Management Committee those receiving the greater number of votes out of the number to be elected shall be declared elected and in case of a tie vote as to the last place to be filled, a new ballot shall be cast in order to determine the last successful candidate excluding those with a smaller number of votes who shall be declared defeated.

H. No unit owner who has failed to pay his common expenses and charges and against whom a lien therefor is being prosecuted shall be eligible for election as an officer or as a member of the Management Committee.

I. Members of the Management Committee and the officers of the Condominium shall be installed at the next meeting of the Committee after their election.

J. Committee members to be elected to fill any vacancies due to death, resignation or removal shall serve for the remaining unexpired term of the manager they replace. Members are elected otherwise to serve for three (3) years.

K. If the number of the management Committee members shall have been increased, during the year, the additional members shall be elected at a special meeting called for that purpose in the manner prescribed herein.

SECTION 4. Removal and Resignation:

A. While the ownership of ten (10%) percent of the aggregate unit space remains in Declarant, it may demand and it shall be entitled to remove the Management Committee and shall be entitled to designate a new Committee. This right shall expire December 31, 1985.

B. Subject to the provisions of the preceding paragraph, whenever the ownership of forty-five (45%) percent of the aggregate unit space in the Condominium shall vest in an institutional mortgagee as the result of the foreclosure of first mortgages thereon or of the taking of deeds in lieu thereof, an institutional mortgagee, acting collectively with the owner of at least ten (10%) percent of the aggregate unit space similarly situated, if any, may demand and shall be entitled to nominate and to elect a majority of the management Committee at a special meeting called for that purpose.

C. A member may be removed for cause by vote or action taken by the Committee or by the unit owners at a special meeting called for that purpose. A demand for the resignation of a member or members of the Management Committee made pursuant to the provisions of subdivision A or B hereof shall be deemed to be a demand for removal with cause.

D. Members may not be removed without cause unless notice of the request for their removal and their resignation has been given to them and a special meeting has been called for that purpose.

E. A member may resign at any time by giving written notice to the Committee, the President, or the Secretary. Unless otherwise specified in the letter of resignation, the resignation shall take effect immediately upon receipt thereof by the Committee or by the officers designated to receive the same and acceptance of the resignation shall not be necessary to make it effective. A resignation will not relieve the manager resigning from his liability by reason of malfeasance or willful negligence while in office.

SECTION 5. Quorum: A majority of the Management Committee shall constitute a quorum for the transaction of business or for any specific item or business. If at any meeting there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At an adjourned meeting any business which could have been transacted at the meeting originally called may be transacted without further notice. The joinder of a manager in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such manager for the purpose of determining the presence of a quorum.

SECTION 6. Action of the Committee: A quorum being present, a vote of the majority of those present shall constitute the action of the Committee except as to those matters where the law or the Condominium documents require a different majority.

SECTION 7. Vacancies in the Board: Vacancies in the Committee may be filled until the date of the next annual meeting of the unit owners by the remaining members of the Committee where the period between such appointment and the date of the annual meeting is three months or less. Where the period remaining before the date of the annual meeting is more than three months, a special meeting of the unit owners is required to fill the vacancy. The Management Committee shall not fill a vacancy in

the Committee unless such appointment is required by law or the Condominium documents to properly function as a Committee.

SECTION 8. Time and Place of Committee Meetings: The Management Committee shall meet regularly at least once in three (3) months at such times and places as the Committee may fix. It may hold its meetings at the office of the Condominium or at such other places within the County of Providence, State of Rhode Island, as it may determine. The annual meeting of the Committee shall be held immediately following the annual meeting of the unit owners at the place where such annual meeting of the unit owners is held. A special meeting of the Management Committee may be called by the President, or Vice President on two (2) days notice given either in writing, in person, by telephone, or by wire to each member. Such special meeting must be called on the demand or request of two (2) members of the Committee.

SECTION 9. Notice of Meetings and Waivers: Regular meetings once established may thereafter be held without notice at the time and at the place agreed upon by the Committee. If the time or the place of a regular meeting be changed by circumstances beyond the control of the Committee, notice of the change shall be given in the same manner as for a special meeting. Notice of a meeting need not be given to any member who submits a waiver of notice, whether such waiver be before or after the meeting. Attendance at the meeting shall be deemed to be a waiver of notice thereof.

SECTION 10. Presiding Officer: The President or in his absence the Vice President, or if both be absent, then a Chairman Pro Tempore selected and chosen by the Committee shall preside at all meetings of the Management Committee and of the Condominium.

SECTION 11. Fees: The fees, if any, of the members of the Committee shall be determined by the unit owners at a meeting. Absent any affirmative determination, members shall serve without compensation.

SECTION 12. Powers and Duties of the Committee: The Committee shall have the power and may exercise all of the powers granted to it under the Condominium documents. The Management Committee shall exercise its powers and duties in accordance

with the provisions of the Declaration and said Committee shall have power:

A. To make, levy, and assess common charges against the unit owners for the purposes set forth in the Declaration and to use the same in the exercise of its power and duties.

B. To maintain, repair, replace and operate the Condominium property and in case of casualty to reconstruct and re-establish the property and to make improvements therein.

C. To contract for the management of the property; to enforce by legal means all of the provisions of the Condominium documents, these By-Laws, the rules and regulations of the Condominium, the resolutions and decisions rendered in pursuance of the By-Laws; and to approve or disapprove proposed purchasers, lessees and mortgagees of units in accordance therewith.

D. To prevent loss or damage to the Condominium by paying taxes, assessments or water rents or other liens against any part of the Condominium common interest and to assess the same against the unit or units subject to such liens.

E. To temporarily close lobbies or other public places in the Condominium when required for a special use.

F. To make or amend rules and regulations respecting the use and operation of the property not inconsistent with the Declaration.

G. To pay the cost of all taxes assessed by any duly authorized taxing authority, sewer, water, sewer, or other utility services rendered to the Condominium which are not separately billed to the unit owners.

H. To enforce the provisions of the condominium documents by legal action if necessary and to employ legal, accounting, maintenance, or other personnel for reasonable compensation to perform the service required for the proper administration of the Condominium.

I. To purchase either at foreclosure sale or from defaulting unit owner(s) in lieu thereof and to hold, mortgage or lease any unit(s).

J. To accept deed(s) from unit owners(s) who desire to be relieved from the payment of future common charges.

K. To take possession of any abandoned unit(s) to prevent damage to the other units or to the common elements.

L. To hire and discharge persons employed for the operation of the property on such terms and conditions as the Committee in its sole discretion may deem advisable.

M. To do any and all things which prudent operation of the Condominium would require, or which are lawfully proper and desirable to that end.

ARTICLE V
Officers

SECTION 1. At the annual meeting of the Management Committee of the Condominium there shall be elected a President, Vice President, Secretary, Treasurer and such other officers to assist the foregoing as may be reasonably required. These officers shall each serve for a term of one year. The President, Vice President and Treasurer shall be elected from the then-current membership of the Management Committee only.

SECTION 2. President: He shall be the Chief Executive officer of the Condominium and he shall have all of the powers and duties usually vested in a President of the Condominium, including the power to appoint committees as he may, with the consent of the Management Committee, deem appropriate. He shall exercise such other powers and duties as shall be prescribed by the Committee. He shall see that all orders and resolutions of the Committee shall be carried into effect. He may delegate some of his duties to the Vice President elected.

SECTION 3. Vice President: The Vice President shall perform all duties as shall be delegated to him by the President. He shall serve as chairman of the respective committees which the Management Committee shall deem appropriate. If there is more than one Vice President, they shall in order of seniority exercise the powers and perform the duties of the President in his absence or in the event of his disability.

SECTION 4. Secretary: The Secretary shall keep a record of all actions of the Committee and all meetings of the unit owners. He shall attend to the giving of all notices to the unit owners, and/or managers and shall supervise the service thereof. He shall have custody of the seal of the Condominium and shall affix the same to such instruments as may require a seal when duly signed. He shall prepare and have available at each meeting of the unit owners a listing of the extent of their individual common interest and certify which of them are entitled to vote. He shall perform all other duties incident to the office of Secretary of the Condominium as may be required by the President or the Committee. He need not be a unit owner and, if not a unit owner, shall be compensated for his services as such Secretary.

SECTION 5. Treasurer: The Treasurer shall keep the financial records of the Condominium and shall keep books of account and shall have custody of all the common property of the Condominium including all funds, securities and evidences of indebtedness. He shall keep the assessment roll and the accounts of the unit owners. He shall perform all other duties incident to a Treasurer of a Condominium as prescribed by the Committee. He shall deposit all moneys and other valuables in the name of and to the credit of the Condominium in such depositories as shall be designated by the Committee. He shall disburse the funds of the Condominium as may be ordered and authorized by the Committee and shall preserve proper vouchers for such disbursements. He shall render an annual report at the annual meeting of the unit owners. The Treasurer and the President shall, as prescribed by the Committee, report on the operation of the Condominium property and the payment of common expenses and the determination and collection of the common charges.

SECTION 6. Compensation: All officers of the Condominium (other than the Secretary, if not a unit owner) shall serve without compensation. This provision shall not preclude the Committee from employing a manager as an employee of the Condominium nor preclude the contracting with him for his full time service, for reasonable remuneration.

SECTION 7. All employees as such of the Condominium may be removed, subject only to individual contractual restraints (if any), peremptorily by the Committee. The officers may be removed in the same manner as a manager can be removed as provided in Section 4 of Article IV.

ARTICLE VI

Fiscal Management

SECTION 1. The provisions for fiscal management of the Condominium as set forth in the Declaration shall be supplemented as follows:

A. The assessment roll shall be maintained in a set of accounting books, duly approved by a certified public accountant, in which there shall be an account for each unit. Such account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which the assessment comes due, the amounts paid upon the account and the balance due on the assessments. In making up the assessment roll the unit is treated as such and no division shall be made because the unit is held by more than one person.

B. The Management Committee shall adopt a budget for each year which shall contain estimates of the cost of performing the various functions of the Condominium and shall include among its items:

1. Common expense budget:
 - a. Maintenance and operation of common elements, landscaping -- office, street, walkways, parking spaces
 - b. Utility services
 - c. Casualty insurance
 - d. Liability insurance
 - e. Administration
 - f. Reserves
 - g. Any other item which the Committee finds necessary to include therein.
2. The proposed assessment against each unit owner.

SECTION 2. Copies of the proposed budget and proposed assessments shall be transmitted to each member and each mortgagee at least fifteen (15) days before the beginning of the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished to each member concerned.

SECTION 3. The depository of the Condominium shall be such bank or banks as shall be designated from time to time by the management Committee. The moneys for the Condominium shall be deposited therein. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by the Management Committee.

SECTION 4. An audit of the accounts of the Condominium shall be made annually by a certified public accountant and a copy of the report shall be furnished to each member not later than ninety (90) days after the end of the year for which the report is made, a copy of same to be sent to each mortgagee who shall make a timely request therefor.

SECTION 5. Fidelity Bonds: Bonds may be required by the Management Committee from all officers and employees of the Condominium. The amounts of such bonds shall be determined by the Committee. The premium on such bonds shall be paid by the Condominium.

ARTICLE VII

Parliamentary Rules

Roberts Rules of Order (latest edition) shall govern the conduct of proceedings except where the Declaration or the laws of the State of Rhode Island require a different method of procedure.

ARTICLE VIII

Amendments

SECTION 1. Amendments to the By-Laws shall be proposed by either a majority of the Management Committee or by thirty (30%) percent of the unit owners of the Condominium. The proposed

amendment must be reduced to writing and must be accompanied by the consent of the holders of first mortgages, if any, on the units and by the opinion of legal counsel as to whether the amendment is permitted under the Declaration. It shall be included in the notice of any meeting at which action is to be taken thereon.

SECTION 2. A resolution adopting a proposed amendment may be proposed by either the Management Committee or by the unit owners and approved by the unit owners at a meeting called for this purpose. Unit owners not present at the meeting considering such amendment may express their approval in writing or by proxy. Such approvals must be by sixty-six and two-thirds (66-2/3%) percent of the unit owners who in the aggregate own not less than sixty-six and two-thirds (66-2/3%) percent of the common interest.

SECTION 3. An amendment when adopted shall become effective only after being recorded with the recording officer in the same place where the Condominium documents are recorded.

ARTICLE IX

Certificate of Ownership

SECTION 1. Each unit owner shall receive a certificate which shall be numbered and entered upon the books of the Condominium as it is issued. There shall be endorsed thereon the items set forth in Article III, Section 9 hereof, and it shall bear the seal of the Condominium. Such certificate shall not be transferable and shall be marked that it is "issued for voting purposes only; title and ownership of the unit are transferred and determined by deed or by operation of law."

SECTION 2. Upon presentation of satisfactory proof of the change of ownership of the unit to the Secretary of the Condominium, the old certificate of membership of the unit shall be cancelled and a new certificate of membership issued to the new owner.

SECTION 3. In the determination of the record date for the purpose of voting the ownership of the unit upon the membership list of the Condominium shall control.

SECTION 4. The Management Committee shall have power to close the membership list for ten (10) days preceding any special or annual meeting of the unit holders.

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ARTICLE X

Fiscal Year

The fiscal year shall begin on the 1st day of January in each year or as the Management Committee shall from time to time establish.

ARTICLE XI

Seal

The seal of the Condominium shall be as follows:

PHEASANT RIDGE

ARTICLE XII

Rules and Regulations

The Rules and Regulations of the Condominium are annexed to the Declaration. They are intended to govern the details of the operation and the use of the common elements and the restrictions and requirements for the use and maintenance of the unit. They are designed to prevent unreasonable use of the respective units and the common elements by other unit owners. The Rules and Regulations may be amended from time to time by the Management Committee.

The foregoing By-Laws are hereby declared to be the By-Laws of the Condominium until the first meeting of the Board.


Secretary

SCHEDULE III

RULES AND REGULATIONS

FOR

PHEASANT RIDGE

1. The walkways and entrances of the buildings shall not be obstructed or used for any purpose other than ingress to and egress from the condominium units.

2. No entrance, or any other portions of the common areas shall be decorated by any owner in any manner without prior consent of the Management Committee.

3. Nothing shall be hung or shaken from the balconies or windows or placed upon the exterior windowsills of the buildings. No clothing or other personal articles shall be allowed to stand in the common areas other than areas designated for such use.

4. No bicycles or similar vehicles or toys or other personal articles shall be allowed to stand in the common areas other than areas designated for such use.

5. No owner shall make or permit any noises that will disturb or annoy the occupants of the buildings or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other owners.

6. Each owner shall keep such owner's condominium unit in good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, windows, or decks thereof, any dirt or other substance.

7. No shades, awnings, window guards, ventilators, fans of air-conditioning devices shall be used in or about the buildings, common areas, balconies or private patios except such as shall have been approved by the Management Committee. In the case of windows facing roads, shades, drapes or the like, shall be uniform throughout the condominium.

8. No sign, notice or advertisement shall be inscribed or exposed at any window, door or other part of the buildings, except such as shall have been approved in writing by the Management Committee, nor shall anything be projected out of the buildings without similar approval.

9. All garbage and refuse from the condominium units shall be deposited with care in receptacles intended for such purpose only at such times and in such manner as management may direct. All disposals shall be used in accordance with instructions given to the owner by management. Wet garbage shall be deposited in the owner's disposal rather than in the garbage containers whenever possible.

10. Water-closets and other water apparatus in the buildings shall not be used for any purposes other than those for which they were constructed nor shall any sweepings, rubbish, rags, paper, ashes, or any other article be thrown into the same. Any damage resulting from misuse of any water closet or other apparatus shall be paid for by the owner in whose unit it shall have been caused.

11. No servants or employees of the Management Committee or its agent shall be sent out of the building by any unit owner at any time for any purpose.

12. No animals of any kind shall be kept or harbored in the premises without prior written permission of the Management Committee, which permission may be revoked at any time. In no event shall any dog be permitted in any portion of the buildings unless carried or on a leash, or in any grass or garden plot under any circumstances, except in the limited common area to the rear of the dog's owner's unit and then only if tied securely.

13. No radio or television aerial shall be attached to or hung from the exterior of the buildings.

14. The agents of Management, and any contractor or workman authorized by Management, may enter any condominium unit at any reasonable hour of the day for any purpose permitted under the terms of the Declaration and By-Laws or Rules and Regulations.

15. The Management Committee may retain a passkey to each condominium unit, provided that adequate security measures are taken to make certain that such keys always remain in the custody of said Committee. No owner shall alter any lock on any door leading into the unit of such owner without the prior consent of Management. If such consent is given, the owner shall provide the Committee with a key for it's use. All persons having access to keys as provided by this paragraph shall be bonded by the Association.

16. No trailers, snowmobiles, campers, motor bikes, mini bikes, ATV's, etc., are to be operated or utilized on the condominium premises, except to enter or leave the parking area. No automobile belonging to an owner or to a member of the family or guest, tenant or employee of an owner shall be parked in such manner to impede or prevent ready access to another owner's parking space. The owners, their employees, servants, agents, visitors, licensees and the owner's family shall obey the parking regulations

posted, and any other traffic regulations published in the future for the safety, comfort and convenience of the owners, and comply with all Traffic regulations and laws.

17. The owner shall not cause or permit the blowing of any horn from any vehicle of which his guests or family shall be occupant, approaching or in the parking areas serving the buildings.

18. All damage to the buildings of common areas caused by the moving or carrying of any article therein shall be paid by the owner responsible for the presence of such article.

19. No owner shall interfere in any manner with any portion either of the common heating or lighting apparatus in or about the buildings.

20. No owner shall use or permit to be brought into the buildings any inflammable oils or fluids such as gasoline, kerosene, naphtha, benzene, or other explosives or articles deemed extra hazardous to life, limb or property, without in each case obtaining written consent of Management.

21. The owners shall close all windows when necessary to avoid possible damage from storms.

22. No owner shall do any painting or decorating of the exterior of the building or make any alterations or construct any improvements to the exterior or landscaping of the buildings or any of the common areas unless approved by management or permitted by the Declaration.

23. Owners shall be held responsible for the actions of their children and their guests, and tenants.

24. Any consent or approval given under these Rules and Regulations by the Management Committee shall be revocable at any time.

25. Complaints regarding the service of the buildings and grounds or regarding actions of other owners or management shall be made in writing to the Management Committee.

26. Guns and weapons of any kind cannot be used on the property.

27. No felling of trees or other growth is permitted in the common area except as done by Management for maintenance purposes.

28. The owners, under the supervision of the MANAGEMENT COMMITTEE, will be responsible for the proper maintenance of the drainage system in the Pheasant Ridge Condominium Property.

SCHEDULE IV

BUILDING DESIGNATION	UNIT NUMBER	UNIT AREA (SQ. FT.)	PERCENTAGE OF OWNERSHIP
A	1	1,653+	1.134
A	2	1,653+	1.134
B	3	1,653+	1.127
B	4	1,653+	1.127
C	5	1,797+	1.031
C	6	1,802+	1.031
C	7	1,802+	1.031
C	8	1,797+	1.031
D	9	1,797+	1.031
D	10	1,802+	1.031
D	11	1,802+	1.031
D	12	1,802+	1.031
D	13	1,802+	1.031
D	14	1,797+	1.031
E	15	1,797+	1.031
E	16	1,802+	1.031
E	17	1,802+	1.031
E	18	1,797+	1.031
F	19	1,797+	1.031
F	20	1,802+	1.031
F	21	1,802+	1.031
F	22	1,797+	1.031
G	23	1,653+	1.127
G	24	1,653+	1.127
H	25	1,797+	1.031
H	26	1,802+	1.031
H	27	1,802+	1.031
H	28	1,797+	1.031
I	29	1,653+	1.127
I	30	1,653+	1.127
J	31	1,797+	1.031
J	32	1,802+	1.031
J	33	1,802+	1.031
J	34	1,797+	1.031
K	35	1,653+	1.127
K	36	1,653+	1.127
KK	37	1,653+	1.127
KK	38	1,653+	1.127
L	39	1,653+	1.127
L	40	1,653+	1.127
M	41	1,797+	1.031
M	42	1,802+	1.031
M	43	1,802+	1.031
M	44	1,797+	1.031
N	45	1,653+	1.127
N	46	1,653+	1.127

All Units have two floors, 7 rooms

BUILDING DESIGNATION	UNIT NUMBER	UNIT AREA (SQ. FT.)	PERCENTAGE OF OWNERSHIP
O	47	1,797+	1.031
O	48	1,802+	1.031
O	49	1,802+	1.031
O	50	1,797+	1.031
P	51	1,653+	1.127
P	52	1,653+	1.127
Q	53	1,797+	1.031
Q	54	1,802+	1.031
Q	55	1,802+	1.031
Q	56	1,797+	1.031
QQ	57	1,653+	1.127
QQ	58	1,653+	1.127
R	59	1,797+	1.031
R	60	1,802+	1.031
R	61	1,802+	1.031
R	62	1,797+	1.031
S	63	1,653+	1.127
S	64	1,653+	1.127
T	65	1,797+	1.031
T	66	1,802+	1.031
T	67	1,802+	1.031
T	68	1,797+	1.031
U	69	1,797+	1.031
U	70	1,802+	1.031
U	71	1,802+	1.031
U	72	1,797+	1.031
V	73	1,653+	1.127
V	74	1,653+	1.127
W	75	1,797+	1.031
W	76	1,802+	1.031
W	77	1,802+	1.031
W	78	1,797+	1.031
WW	79	1,653+	1.127
WW	80	1,653+	1.127
X	81	1,797+	1.031
X	82	1,802+	1.031
X	83	1,802+	1.031
X	84	1,797+	1.031
XX	85	1,653+	1.127
XX	86	1,653+	1.127
Y	87	1,797+	1.031
Y	88	1,802+	1.031
Y	89	1,802+	1.031
Y	90	1,797+	1.031
Z	91	1,653+	1.127
Z	92	1,653+	1.127
A-A	93	1,653+	1.127
A-A	94	1,653+	1.127

SCHEDULE V

Permitted Title Exceptions

1. Easement as set forth in Book 18 at page 316 and Book 66 at page 118.

2. Rights of others in forty-foot street or right of way situated between land now or lately of Norman Edward and wife Marilyn Edwards and Charles Lebeau and wife Mary Lebeau.

3. Rights of others in street or right of way which run easterly to Ridge Road and lies between land now or lately of Nancy L. Guadagni and Raymond Breault and existing fifty-foot right of way as delineated on survey entitled "PERIMETER PLAN PHEASANT RIDGE CONDOMINIUMS A.P. 42, LOT 110; A.P. 24, LOT 19 SITUATED IN SMITHFIELD, R.I. DATE: SEPT. 2, 1980 GAROFALO REV. AUG. 28, 1981 REV. NOV. 16, 1981 LEONARD A. GAROFALO & ASSOCIATES, INC. ENGINEERS/SURVEYORS/PLANNERS SUITE 4A, 101 DYER ST. PROVIDENCE, R.I. 02903", which plat is recorded in the Land Evidence Records in the Town of Smithfield, Rhode Island.

4. Rights of others in street or right of way running northerly situated between land now or lately of Theodore C. and Constance Miller, Norman I. and Barilyn C. Bellemore, and Saravo Brothers Construction Company, Inc.

Received for Record in Smithfield, R.I. March 16, 1982 at 2:31 P.M.

Witness

Flora A. Simone

Town Clerk

SECOND AMENDMENT TO PHEASANT RIDGE
DECLARATION OF COVENANTS AND RESTRICTIONS

The undersigned, being all of the Unit Owners and Mortgagees having an interest in the Pheasant Ridge Condominiums, established in that certain Declaration of Covenants and Restrictions for Pheasant Ridge Condominiums, recorded in the Land Evidence Records of the Town of Smithfield, on March 16, 1982 at 2:31 P.M., do hereby amend said Declaration as follows:

1. Article III Section 3.2 is hereby amended to read as follows: "3.2 Buildings. Said Condominium Project (Pheasant Ridge) on the existing property consists or will consist of 37 buildings. The principal material to be used in each such building shall be wood frame. The height of each such building shall vary, but shall not exceed thirty (30) feet in height. The number of units in each such building is mixed, as shown on the survey, as modified by the amended survey filed simultaneously with this First Amendment to the Pheasant Ridge Condominiums Declaration of Covenants and Restrictions. The proposed location of the buildings shall be substantially as shown on the survey as modified by the amended survey filed simultaneously with this First Amendment to the Pheasant Ridge Condominiums Declaration of Covenants and Restrictions".

2. Article III Section 3.3 is hereby amended to read as follows: "3.3 Units. The unit number of each unit, the building in which it is located, its approximate area and the number of rooms contained therein, are set forth in Schedule IV, as amended by the Schedule IV attached to the First Amendment of Pheasant Ridge Condominiums Declaration of Covenants and Restrictions attached hereto and made a part hereof. Each unit has immediate access to the sidewalks adjacent thereto".

3. Article III Section 3.4 is hereby amended to read as follows: "3.4 Common Area. The Common Areas are described herein (see Section 2.8 hereof, supra) and are shown on the survey, as modified by the amended survey filed simultaneously with this First Amendment to the Pheasant Ridge Condominiums Declaration of Covenants and Restrictions".

4. Article III Section 3.5 is hereby amended to read as follows: "3.5 Limited Common Area. The Limited Common Areas are described herein (see Section 2.14 hereof, supra) and are shown on the survey as modified by the amended survey filed simultaneously with this First Amendment to the Pheasant Ridge Condominiums Declaration of Covenants and Restrictions".

5. Article IV Section 4.1 is hereby amended to read as follows: "4.1 Percentage Ownership. The percentage of undivided interests of each Owner of a unit within the property in and to the Common Area is set forth in the aforescribed Schedule IV, as amended by the Schedule IV attached to the First Amendment of the Pheasant Ridge Condominiums Declaration of Covenants and Restrictions attached hereto and made a part hereof".

6. That certain survey map or set of condominium plans entitled "A CONDOMINIUM PLAT OF PHEASANT RIDGE CONDOMINIUMS SITUATED IN SMITHFIELD, R. I. DATE AUGUST 28, 1981 REVISED NOV. 16, 1981 FEB. 8, 1982 GAROFALO LEONARD A. GAROFALO & ASSOCIATES, INC. ENGINEERS/SURVEYORS/PLANNERS 101 DYER ST. SUITE 4A PROVIDENCE, R. I. 02903 PREPARED FOR DOWNING ASSOCIATES, INC", which plat is recorded in the Land Evidence Records of the Town of Smithfield on March 16, 1982 at 2:30 P.M., are hereby amended as reflected on that certain amended map recorded simultaneously herewith and entitled on sheet numbered 4 of 10, "A CONDOMINIUM PLAT OF PHEASANT RIDGE CONDOMINIUMS

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SITUATED IN SMITHFIELD, R. I. DATE AUGUST 28, 1981 REVISED NOV. 16, 1981 FEB. 8, 1982 JULY 1, 1982 GAROFALO LEONARD A. GAROFALO & ASSOCIATES, INC. ENGINEERS/SURVEYORS/PLANNERS 101 DYER ST. SUITE 4A PROVIDENCE, R. I. 02903 PREPARED FOR DOWNING ASSOCIATES, INC", which plat is recorded in the Land Evidence Records of the Town of Smithfield on *September 7, 1982 at 11:33 A.M.*

7. The undersigned, being all of the record Owners and Mortgagees, of all of the property shown on said amended survey plat entitled on sheet numbered 4 of 10, "A CONDOMINIUM PLAT OF PHEASANT RIDGE CONDOMINIUMS SITUATED IN SMITHFIELD, R. I. DATE AUGUST 28, 1981 REVISED NOV. 16, 1981 FEB. 8, 1982 JULY 1, 1982 GAROFALO LEONARD A. GAROFALO & ASSOCIATES, INC. ENGINEERS/SURVEYORS/PLANNERS 101 DYER ST. SUITE 4A PROVIDENCE, R. I. 02903 PREPARED FOR DOWNING ASSOCIATES, INC", which plat is recorded in the Land Evidence Records of the Town of Smithfield on *September 7, 1982 at 11:33 A.M.*, do hereby consent to the recordation thereof.

8. In all other respects, the parties hereto do hereby ratify and reaffirm said Declaration of the Pheasant Ridge Condominiums recorded in the Land Evidence Records of the Town of Smithfield on March 16, 1982 at 2:31 P.M., and the survey and plans entitled, "A CONDOMINIUM PLAT OF PHEASANT RIDGE CONDOMINIUMS SITUATED IN SMITHFIELD, R. I. DATE AUGUST 28, 1981 REVISED NOV. 16, 1981 FEB. 8, 1982 GAROFALO LEONARD A. GAROFALO & ASSOCIATES, INC. ENGINEERS/SURVEYORS/PLANNERS 101 DYER ST. SUITE 4A PROVIDENCE, R. I. 02903 PREPARED FOR DOWNING ASSOCIATES, INC", which plat is recorded in the office of the Town Clerk of the Town of Smithfield on March 16, 1982 at 2:30 P.M.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals, and the parties hereto which are Corporations have caused these Presents to be executed and their corporate seals to be hereunto affixed by their Officers duly authorized as of this 7th day of July, 1982.

DOWNING ASSOCIATES, INC.

BY: Richard Baccari
RICHARD BACCARI, TRS.

WOONSOCKET INSTITUTION FOR SAVINGS

BY: Alfred R. Stokes
ALFRED R. STOKES JR., VICE PRESIDENT

INDUSTRIAL NATIONAL BANK OF RHODE ISLAND

BY: Donald Armstrong Jr.
DONALD ARMSTRONG JR., V.P.

RHODE ISLAND HOUSING AND MORTGAGE FINANCE CORPORATION

BY: Joseph P. ...
JOSEPH P. ... EXECUTIVE D. BOCHER

RHODE ISLAND HOSPITAL TRUST NATIONAL BANK

BY: R.H. Lord
R.H. LORD, A.V.P.

COLUMBUS NATIONAL BANK OF RHODE ISLAND

BY: Richard McCann Jr.
RICHARD MCCANN, JR. V.P.

OLD STONE BANK

NOTICE

Attached is the Third Amendment to the Pheasant Ridge Declaration of Covenants. This Amendment should be kept with the Original documents you received from the seller of your unit. Any questions regarding this matter should be addressed to the Association.

THIRD AMENDMENT TO PHEASANT RIDGE

DECLARATION OF COVENANTS AND RESTRICTIONS

The Pheasant Ridge Association Management Committee, pursuant to Article XII, Schedule II: By-Laws of the Pheasant Ridge Association Management Committee, which Declaration is recorded in the Land Evidence Records of the Town of Smithfield, Rhode Island, on March 16, 1982, at 2:31 P.M., does hereby amend Schedule III: Rules and Regulations for Pheasant Ridge, as follows:

- 29. The Management Committee may elect to levy an assessment charge for the late payment of condominium fees by a unit owner. Condominium fees shall be determined late when payment from the unit owner to the Management Committee is received postmarked later than the twentieth day of the applicable month. The late charges shall be enforced in accordance with the following schedule:

Month 1	Month 2	Month 3	Month 4
X-----	\$5 -----	\$10 -----	\$15
	X -----	\$ 5 -----	\$10
		X -----	<u>\$ 5</u>
			\$30 **

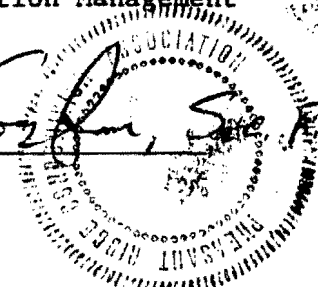
** \$30.00 is the total late charge for failure to make condominium fee payments for months 1, 2 and 3.

- 30. The Management Committee may elect to levy an insufficient funds charge of \$10.00 for each check received by the Management Committee in payment of the condominium fees, when said check cannot be cashed due to insufficient funds. The insufficient funds charge, as well as the outstanding condominium fee, will be applied to subsequent condominium fee billings made by the Management Committee.

In witness whereof, the parties hereto have set their hands and seals, and have caused these Presents to be executed and their seals to be hereunto affixed by their Officers duly authorized as of this 5TH day of MARCH, 1985.

Pheasant Ridge Association Management
Committee

BY:

Edward K. Gayton, Sec. P.R.C.


State of Rhode Island in the ^{Town} City of SMITHFIELD

on the 6TH day of MARCH, 1985, before me personally appeared LEONARD E. GAYTON of the Pheasant Ridge Association Management Committee to me known and known by me to be the party executing the foregoing instrument for and on behalf of said committee, and he acknowledged said instrument, by him executed, to be his free act and deed, in his said capacity, and the free act and deed of said committee.

Judith A. Alfred
NOTARY PUBLIC
My Commission Expires 6/86

Received for Record in Smithfield, R.I. July 8, 1985 at 11:55 A.M.

Witness Helen A. Pimone Town Clerk

AMENDMENT TO
PHEASANT RIDGE DECLARATION OF COVENANTS AND RESTRICTIONS

ARTICLE VIII. AMENDMENT

The following is hereby annexed to the above captioned Article:

Section 8.3 - Deck Enclosure

Any unit owner wishing to enclose his or her outside deck area must make such a request to the Management Committee, in writing, at least forty-five (45) days prior to the start of any construction. Upon receipt, the Management Committee will act upon such request within thirty (30) days, either approving of or rejecting the unit owner's request. Unit owners must include with their request for permission to proceed with a deck enclosure signed, notarized affidavits from all unit owners in the unit owner's building for which the deck enclosure request is made.

Unit owners' requests that are rejected may not proceed with deck enclosure. However, the unit owner will be provided with the reason(s) for rejection. If the unit owner making the request can remedy the reason(s) for rejection, such unit owner may once again apply to the Management Committee for deck enclosure permission.

Unit owners whose requests are approved will be provided with complete plans, blueprints and other construction specifications by the Association. These blueprints, drawings and specifications shall be a mirror image of the deck enclosure at Overlook Circle. Unit owners will agree in writing to follow these plans, blueprints and specification exactly without any deviations.

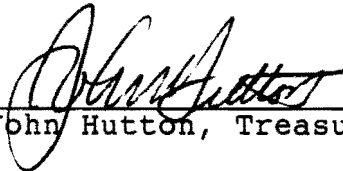
Unit owners will pay to the Association all costs incurred by the Association relative to any deck enclosure request or project.

Unit owners will pay to the Association all Costs incurred by the Association relative to any deck enclosure request or project.

Unit owners requesting permission to enclose their decks may also request permission from the Management Committee to add an outside deck to any deck enclosure. Such requests will be treated independently from all other requests. Even where enclosures are approved, that will not constitute a condition precedent requiring the Management Committee to also approve an outside deck addition.

Unit owners who acquire exclusive use of common areas by deck enclosures or outside deck extensions may have their monthly maintenance fee increased by the Management Committee in accordance with the current formula.

This Amendment to the Pheasant Ridge Declaration of Covenants and Restrictions has been approved pursuant to the applicable terms of the Pheasant Ridge Declaration of Covenants and Restrictions by a vote by the Association which was held on June 16, 1992.



John Hutton, Treasurer

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence County on the 6 day of November, 1992 before me personally appeared John Hutton to me known and known by me to be the party executing the foregoing instrument, and he acknowledged said instrument, by him executed, to be his free act and deed.



NOTARY PUBLIC

Received for Recording in Smithfield, R.I. NOV 10 1992 @ 1:51 P.M.
Witness John A. [Signature] Town Clerk

AMENDMENT TO
PHEASANT RIDGE DECLARATION OF COVENANTS AND RESTRICTIONS

ARTICLE XVIII. AMENDMENT


The following is hereby annexed to the above captioned Article:

Section 21.7 - Sale or Lease of Units

(a) A unit owner may lease his/her unit provided that any lease is for a period of not less than six (6) months and further provided that each Lessee shall be subject to and bound by all of the covenants, restrictions and conditions set forth in the Condominium documents

The leasing restrictions set forth in this Section (XVIII) shall not restrict the right of a first mortgage holder who has obtained title to a unit through foreclosure or a deed in lieu of foreclosure to lease the unit so acquired.

This Amendment to the Pheasant Ridge Declaration of Covenants and Restrictions has been approved pursuant to the applicable terms of the Pheasant Ridge Declaration of Covenants and Restrictions by a vote by the Association which was held on June 16, 1992.



John Hutton, Treasurer

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence County on the 6 day of November, 1992 before me personally appeared John Hutton to me known and known by me to be the party executing the foregoing instrument, and he acknowledged said instrument, by him executed, to be his free act and deed.



NOTARY PUBLIC

Received for Record in Smithfield, R.I. **NOV 10 1992** @ 1:52 P.M.
Witness Diana G. Lemos _____ Town Clerk