

or occupancy of the Unit by its occupants. Any public body rendering police and fire services shall have an easement over and upon the Common Elements for the purpose of providing police and fire protection services and to enforce all applicable police and fire regulations.

6.5 Declarant's Easements.

(a) Declarant reserves an easement (until the Termination Date of Special Declarant Rights and until the completion of the sales of all Units and until Declarant shall have satisfied all of its obligations under the Declaration or any other document, and all commitments in favor of any Unit Owner and the Association) to use portions of the Common Elements and any Units owned by Declarant for construction or renovation related purposes including the storage of tools, machinery, equipment, building materials, appliances, supplies and fixtures, and the performance of work respecting the Property.

(b) Declarant reserves an easement (until the Termination Date of Special Declarant Rights and until the completion of the sales of all Units and until Declarant shall have satisfied all of its obligations under the Declaration or any other document, and all commitments in favor of any Unit Owner and the Association) on, over and under those portions of the Common Elements not located within the Building for the purpose of maintaining and correcting drainage of surface, roof or storm water. The easement created by this Section 6.5 expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil or to take any other action reasonably necessary, following which the Declarant shall restore the affected property as closely to its original condition as practicable.

(c) Until the Termination Date of Special Declarant Rights and until the completion of the sales of all condominium units and for a period of two (2) years thereafter the Declarant shall have an easement through the Units for any access necessary to complete any renovations or modifications to be performed by Declarant.

(d) Until the expiration of any warranty period for any Unit, the Declarant reserves in favor of the Declarant or the Executive Board, the right of access to any Unit to perform warranty-related work (for the benefit of the Unit being entered, other Units or the Common Elements) whether or not the Unit Owner consents or is present at the time.

6.6. Easements for Ingress and Egress Through Common Elements, Access to Units.

(a) Each Unit Owner is hereby granted an easement in common with each other Unit Owner for ingress and egress through all Common Elements (other than Limited Common Elements), subject to such reasonable rules, regulations and restrictions as may be imposed by the Association. Each Unit is hereby burdened with and subjected to an easement for ingress and egress through all Common Elements by persons lawfully using or entitled to the same.

(b) To the extent necessary, each Unit shall have an easement for structural support over every other Unit in the Building, the Common Elements and the Limited Common Elements and each Unit and the Common Elements, including the Limited Common Elements, shall be subject to an easement for structural support in favor of every other Unit in the Building, the Common Elements and the Limited Common Elements.

6.7. Common Element Easement in Favor of Association. The Common Elements (including, but not limited to, the Limited Common Elements) shall be and are hereby made subject to an easement in favor of the Association and the agents, employees and independent contractors thereof for the purpose of the inspection, upkeep, maintenance, repair and replacement of the Common Elements (including, but not limited to, the Limited Common Elements).

6.8 Common Element Easement in Favor of Unit Owner. The Common Elements (including, but not limited to, the Limited Common Elements) shall be and are hereby made subject to the following easements in favor of the Units benefited:

(a) For the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, heating and air conditioning systems, electrical, telephone and other communication wiring cables and all other utility lines and conduits which are a part of or serve any Unit and which pass across or through a portion of the Common Elements.

(b) For the installation, repair, maintenance, use, removal and/or replacement of lighting fixtures, electrical receptacles, panel boards and other electrical installations which are a part of or serve any Unit but which encroach into a part of a Common Element adjacent to such Unit; provided that the installation, repair, maintenance, use, removal or replacement of

any such item does not unreasonably interfere with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of the Building or impair or structurally weaken the building.

(c) For driving and removing nails, screws, bolts and other attachment devices into the Unit side surface of the stone, block, brick or other masonry walls bounding the Unit and the Unit side surface of the studs which support the dry wall or plaster perimeter walls bounding the Unit, the bottom surface of floor joists above the Unit and the top surface of the floor joists below the Unit to the extent such nails, screws, bolts and other attachment devices may encroach into a part of a Common Element adjacent to such Unit; provided that any such action will not unreasonably interfere with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of the Building or impair or structurally weaken the building.

(d) For the maintenance of the encroachment of any lighting devices, outlets, medicine cabinets, exhaust fans, ventilation ducts, registers, grills and similar fixtures which serve only one Unit but which encroach into any part of any Common Elements or Limited Common Elements on the date this Declaration is recorded or was thereafter installed by Declarant prior to the Termination Date of Special Declarant Rights or within two (2) years after the date thereof.

6.9. Units and Limited Common Elements Easement in Favor of Association. The Units and the Limited Common Elements are hereby made subject to the following easements in favor of the Association and its agents, employees and independent contractors:

(a) for inspection of the Units and Limited Common Elements in order to verify the performance by Unit Owners of all items of maintenance and repair for which they are responsible;

(b) for inspection, maintenance, repair and replacement of the Common Elements or the Limited Common Elements situated in or accessible from such Units or Limited Common Elements, or both;

(c) for correction of emergency conditions in one or more Units or Limited Common Elements, or both, or casualties to the Common Elements, the Limited Common Elements and/or the Units.

6.10 Reservation of Easements. The Declarant reserves the right, until Declarant has conveyed all Units in the Condominium to Unit Owners other than the Declarant, to grant to any third party any license or easement in, on, over or through the Property, in addition to and not in limitation of those set forth above, which license or easement is determined by the Declarant, in its reasonable judgment, to be necessary for the development or improvement of the Property. Any such license or easement granted hereunder may be recorded by the Declarant at its sole cost and expense. The Association, at the request of the Declarant, shall execute and deliver in recordable form any instrument or document necessary or appropriate to confirm the grant of such license or easement.

6.11. Term of Easements. All easements, rights and restrictions described and mentioned in this Declaration are easements appurtenant, running with the land and the property, including (by way of illustration but not limitation) the Units and the Common Elements and (except as expressly may be otherwise provided herein or in the instrument creating the same) shall continue in full force and effect until the termination of this Declaration, as it may be amended from time to time.

6.12. Title Matters. In addition to those easements described in this Article 6, title to the Property is subject to and has the benefit of the following additional restrictions, easements, and title exceptions:

- a. See Exhibit E Title Report Attached hereto.
- b. Unrecorded easements, discrepancies or conflicts in boundary lines, shortage in area and encroachment which an accurate and complete survey would disclose.
- c. Utility easements shown on the Record of Survey Map, including the usual easements for telephone, electric, sewer, gas and water pipes, wires and service lines.
- d. Un-filed mechanics' or material-men's liens.
- e. Taxes assessed but not yet due and payable, including any supplemental tax imposed by the Town of South Kingstown, if any.

6.13. Covenant Against Partition. Both Common and Limited Common Elements shall remain undivided and appurtenant to designated Unit. No owner of any Unit or any other person shall bring an action for partition or division thereof except as may be provided for in the Act.

ARTICLE 7
USE RESTRICTIONS

7.1 Restrictions on Use of Units and Common Elements. The occupancy and use of the Units and Common Elements shall be subject to the following restrictions:

(a) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Property without the prior written consent of the Executive Board. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Property or any part thereof of which would be in violation of any law, regulation or administrative ruling.

(b) No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements or any governmental agency having jurisdiction thereof relating to any portion of the Property shall be complied with, by and at the sole expense of the Unit Owner or the Executive Board, whichever shall have the obligation to maintain or repair such portion of the Property, and, if the latter, then the cost of such compliance shall be a Common Expense.

(c) No Unit Owner shall obstruct any of the Common Elements nor shall any Unit Owner place or cause or permit anything to be placed on or in any of the Common Elements without the approval of the Executive Board. Nothing shall be altered or constructed in or removed from the Common Elements except with the prior written consent of the Executive Board.

(d) Trailers, campers, recreational vehicles, boats and other large vehicles, except pick-up trucks, may not be parked on the Property, except for temporary loading and unloading. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon

any of the Common Elements. Vehicle repairs other than ordinary light maintenance are not permitted on the Property.

(e) The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited within any Unit or upon the Limited Common Elements, except that the keeping of small, orderly domestic pets (e.g. dogs, cats, or caged birds) is permitted subject to the Rules and Regulations adopted by the Executive Board; provided, however, that such pets are not to be kept or maintained for commercial purposes or for breeding; and provided, further, that any such animal causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the Property upon ten days written notice from the Executive Board. Such animals shall not be permitted upon the Common Elements, except in the Unit Owner's Limited Common Area. Any Unit Owner who keeps or maintains any animal upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Association, each Unit Owner and the Declarant free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium. *See Pg 78.*

(f) No signs of any character shall be erected, posted or displayed upon, in, from or about any Unit or Common Element which is visible from outside the Unit or Common Element without the prior written approval of the Executive Board. The foregoing provisions of this paragraph shall not apply to a Mortgagee in possession of a Unit as a result of a foreclosure, judicial sale or a proceeding in lieu of a foreclosure.

(g) The Unit Owner shall be responsible for maintaining such Unit in good order and repair, at the expense of such Unit Owner, including, but not limited to, cleaning and replacing glass panes in any window or door serving such Unit.

(h) No Unit Owner shall permit or cause any waste in the Common Elements or Units.

(i) The Unit Owner shall be responsible for the cleanliness of the garages, patio, deck and porch, if any, serving such Unit.

(j) No Unit shall be subject to or used for any timesharing, cooperative, licensing or other arrangement that would entail weekly, monthly, or any other type of revolving or

periodic occupancy by multiple Unit Owners, cooperators, licensees, or timesharing participants.

7.2. Rules and Regulations. Each Unit and the Common Elements shall be occupied and used in compliance with the Rules and Regulations, not in conflict with the provisions of the Declaration, which may be promulgated and changed from time to time by the Executive Board. Copies of the then current Rules and Regulations and any Amendments thereto shall be furnished by the Executive Board to each Unit Owner by the Association promptly after the adoption of such Rules and Regulations and any amendments thereto.

7.3 Restrictions on Leasing. No Unit shall be rented for transient or hotel purposes. No Unit shall be rented more than once each calendar year. No portion of any Unit (other than the entire Unit) shall be leased for any period. No Unit Owner shall lease a Unit other than on a written form of lease: (i) requiring the leasee to comply with the Declaration and Rules and Regulations; (ii) providing that failure to comply constitutes a default under the lease; and (iii) providing that the Executive Board has the power to terminate the lease or to bring summary proceedings to evict the tenant in the name of the lessor thereunder after forty-five days prior written notice to the Unit Owner, in the event of a default by the lessee in the performance of the lease. The Executive Board may suggest or require a standard form lease for use by Unit Owners. Each Unit Owner shall, promptly following the execution of any lease of a Unit, forward a conformed copy thereof to the Executive Board. The foregoing provisions of this section, except the restriction against use for hotel or transient purposes, shall not apply to the Declarant, or to a Mortgagee in possession of a Unit as a result of a foreclosure, judicial sale or a proceeding in lieu of foreclosure.

7.4 Conditions of Final Approval of the Planning Board of the Town of South Kingstown. The Condominium is subject to the Conditions of Final Approval of the Planning Board of the Town of South Kingstown, as same may be amended, which currently: (i) limits the development to a maximum of twenty-eight (28) units (24 two-bedroom and 4 one-bedroom units) strictly limited to occupancy by at least one person over the age of fifty-five (55); (ii) limits the use to Use Code 1.12.5 Flexible Design Residential Project (FDRP); and (iii) imposes buffers and setbacks, and other requirements as set forth in Schedule A to Exhibit E of the Declaration of Plan attached hereto.

ARTICLE 8
THE ASSOCIATION AND EXECUTIVE BOARD

8.1. The Association. The responsibility for the administration, maintenance, repair, replacement, improvement and operation of the Condominium established by this Declaration shall be exercised by the Association in accordance with the provisions of the Act and of this Declaration and the Association By-Laws.

8.2. The Executive Board. The provisions of the Association By-Laws shall govern the number, election, removal, powers and duties of the Executive Board. In addition, the Executive Board shall have all the powers and duties granted to it by the Act.

8.3. Disputes. In the event of any dispute or disagreement between any Unit Owner relating to the Property, or any question of interpretation or application of the provisions of this Declaration (including the Record of Survey Map), the Association By-Laws or the Rules and Regulations, the ultimate determination with respect thereto shall be made pursuant to Section 3.10 of the Association By-laws. All costs of obtaining such a judgment shall be borne by the disputants, or in the absence of disputants, by the Association as a Common Expense.

8.4. Abating and Enjoining Violations by Unit Owners. The violation of any Rules and Regulations adopted by the Executive Board, the breach of any provision contained in the Association By-Laws or the breach of any provision of this Declaration or the Act by any Unit Owner, shall give the Executive Board and any aggrieved Unit Owner the right, in addition to any other rights to which it may be entitled to enjoin, abate or remedy by appropriate legal proceedings either at law or in equity, the continuance of any such breach.

8.5. Insurance. The Executive Board shall obtain and maintain insurance as provided in the Association By-Laws, if appropriate.

ARTICLE 9
DEVELOPMENT RIGHTS

9.1 Reservation of Rights. The Declarant reserves to itself and for the benefit of its successors and assigns, pursuant to Sections 36.1-1.03(11), 36.1-1.03(23), and 36.1-2.05(a)(8) of the Act, the right to add real estate to the Condominium, to create units, common elements or limited common elements within the Condominium, to subdivide or convert units into common elements, to convert convertible land, to add additional land, to convert convertible space, to withdraw real estate from the Condominium and any and all other Development Rights as are now allowed or in the future may be allowed by the Act. The Declarant also reserves to itself and for the benefit of its successors and assigns, pursuant to Sections 36.1-1.03(11), 36.1-1.03(23) and 36.1-2.05(a)(8) of the Act, the right to complete all improvements shown on the Plats and the Plans, to exercise the Development Rights set forth above, to maintain models and sales offices and to exercise the easements as set forth in Articles 6 hereof, to make the Condominium part of a larger condominium, to make the Condominium subject to a master association, to appoint or remove any officer or executive board member during any period of Declarant's control of the Association and any and all other Special Declarant Rights as are now allowed or in the future may be allowed by the Act. The real estate subject to Development Rights and Special Declarant's Rights is all of the Additional Land, Convertible Land and Withdrawable Land which is not at the time submitted as units. Development Rights and Special Declarant Rights must be exercised within ten years from the date this Declaration was recorded or such earlier time as the right to do so expires pursuant to the terms hereof or the Act, as applicable, or is terminated by the Declarant. Development Rights may be exercised at different times with respect to different parcels of real estate.

9.2 Exercise of Rights. The exercise of the Development Rights and/or Special Declarant Rights reserved herein shall be in accordance with and governed by the provisions of the Act including without limitation Section 36.1-2.10.

9.3 Convertible Land. The Declarant hereby explicitly designates as convertible Land that land described in Exhibit F attached hereto. The Declarant hereby explicitly reserves an option until the tenth anniversary of the recordation of this Declaration to convert all or any portion of the Convertible land from time to time in compliance with Section 36.1-2.10 of the

Condominium Act without the consent of any Unit Owner or Mortgagee. The option to convert may be terminated prior to such anniversary only upon the filing of an amendment to the Declaration by the Declarant. The Declarant reserves the right to convert any or all portions of the Convertible Land at any time, at different times, in any order, without limitation; provided, however, that the Convertible Land shall not exceed the area described in Exhibit F hereto. There are no other limitations on the option to convert except as set forth in this Article.

9.4 Convertible Land Assurances. If the Convertible Land is converted, the Buildings on the Convertible Land will be located approximately as shown on the Record of Survey Map. Any Buildings to be constructed within the Convertible Land will be compatible in size, quality of construction, and architectural style with the Buildings on other portions of the Property. The Declarant may construct or convert certain additional structures containing recreational facilities and other amenities serving the Condominium. The Declarant expressly reserves the right to create convertible space and Limited Common Elements within the Convertible Land and to designate Common Elements therein which may be subsequently assigned as Limited Common Elements. The type of such elements may be attics, roofs, balconies, porches, patios, terraces, electrical and mechanical rooms and systems including heating and cooling apparatus, parking and recreational facilities, and all other elements which can appropriately be designated as Common Elements or Limited Common Elements. The size of such Limited Common Elements shall be limited to the size of the existing improvements now located on the Property except for: the balconies, porches, patios, terraces, and fences, which shall not exceed the normal size for such appurtenances; the electrical and mechanical rooms and systems including the heating and cooling apparatus, which shall not exceed the normal size for same necessary to serve the Property; and the parking, and recreational facilities which shall not exceed the size necessary to serve the Property. The allocation of Allocated Interests in the Convertible Land shall be computed as required by Section 36.1-2.07 of the Condominium Act on the basis of area of each unit, as defined in Section 5.1 hereof.

9.5 Withdrawable Land. The Declarant hereby explicitly reserves an option until the tenth anniversary of the recordation of this Declaration to contract the Condominium from time to time in compliance with Section 36.1-2.10 of the Condominium Act without the consent of any Unit Owner or Mortgagee. The option to contract may be terminated prior to such anniversary only upon

filing of an amendment to the Declaration by the Declarant. The Declarant reserves the right to withdraw any or all portions of the Withdrawable Land at any time, at different times in any order, without limitation; provided, however, that the Withdrawable Land shall not exceed the area described in Exhibit F hereto. There are no other limitations on the option to contract or withdraw.

9.6 Additional Land. The Declarant hereby explicitly reserves an option until the tenth anniversary of the recordation of this Declaration to expand the Condominium from time to time in compliance with Section 36.1-2.10 of the Condominium Act without the consent of any Unit Owner or Mortgagee. The option to expand may be terminated prior to such anniversary only upon the filing by the Declarant of an amendment to this Declaration. The Declarant reserves the right to add any or all portions of the Additional Land at any time, at different times, in any order, without limitation; provided, however, that the Additional Land shall not exceed the area described in Exhibit F hereto. There are no other limitations on the option to expand except as set forth in this Article.

9.7 Additional Land Assurances. Location of improvements on the Additional Land shall be as shown on the Record of Survey Map. Such improvements are already constructed and will remain, except for repairs, in the same condition. The Declarant expressly reserves the right to designate Common Elements therein which may be subsequently assigned as Limited Common Elements. Declarant makes no assurances as to type, size or maximum number of such Common Elements or Limited Common Elements. The allocation of Allocated Interests in the Additional Land shall be computed as required by Section 36.1-2.07 of the Condominium Act on the basis of area of each Unit, as defined in Section 5.1 hereof. If the Declarant does not add, or adds and then subsequently withdraws, any portion of the Additional Land, the Declarant shall nevertheless have the right to own, use and operate the land withdrawn without restriction.

9.8 Convertible Space. The Declarant may designate as convertible space all or any portion of the Buildings on the additional land when added to the Condominium. The conversion of such convertible space shall be made pursuant to Section 36.1-2.10 of the Condominium Act.

9.9 Transfer of Special Declarant Rights.

(a) No Special Declarant Rights created or reserved under the Condominium Act or as provided for in the Declaration may be transferred except by an instrument evidencing the transfer recorded in the land records where the Declaration is recorded. The instrument is not effective unless executed by the transferor and transferee.

(b) Upon transfer of any Special Declarant Rights, the liability of a transferor Declarant is as follows:

(1) A transferor is not relieved of any obligation or liability arising before the transfer and remains liable for warrant obligations imposed upon him by the Condominium Act. Lack of Privity (direct contractual relationship) does not deprive any Unit Owner of standing to bring an action to enforce any obligation of the transferor.

(2) If the successors to any Special Declarant Rights is an affiliate of a Declarant, the transferor is jointly and severally liable with the successor for any obligation or liability of the successor which relates to the Condominium.

(3) If a transferor retains any Special Declarant Rights, but transfers other Special Declarant Rights to a successor who is not an affiliate of the Declarant, the transferor is also liable for any obligations and liabilities relating to the retained Special Declarant Rights, imposed on a Declarant by the Condominium Act or by the Declaration arising after the transfer.

(4) A transferor has no liability for any act or omission, or any breach of contractual or warranty obligation arising from the exercise of a Special Declarant Right by a successor Declarant who is not an affiliate of the transferor.

(c) Unless otherwise provided in the Mortgage, in case of foreclosure of the Mortgage (or deed in lieu of foreclosure), tax sale, judicial sale, sale by a trustee under a deed of Trust, or sale under Bankruptcy Code or receivership proceedings, of any Units owned by a Declarant in the Condominium, Additional Land or Convertible Land, a person acquiring title to all the Units, Additional land or Convertible Land being foreclosed or sold, but only upon his request, succeeds to all Special Declarant Rights related to such Units or land, or only to any rights reserved in the Declaration to maintain models, sales offices, customer service offices and signs. The judgment or instrument conveying

title shall provide for transfer of only the Special Declarant Rights requested.

(d) Upon foreclosure (or deed in lieu of foreclosure), tax sale, judicial sale, sale by a trustee under a deed of trust, or sale under Bankruptcy Code or receivership proceedings, of all Units and other land in the Condominium owned by a Declarant: (1) the Declarant ceases to have any Special Declarant Rights, and (2) the Termination Date of Special Declarant Rights as provided in the Declaration becomes the date of such event unless the judgment or instrument conveying title provides for transfer of all Special Declarant Rights held by that Declarant to a successor Declarant.

(e) The liabilities and obligations of persons who succeed to Special Declarant Rights are as follows:

(1) A successor to any Special Declarant Rights who is an affiliate of a Declarant is subject to all obligations and liabilities imposed on any Declarant by the Condominium Act or by the Declaration.

(2) A successor to any Special Declarant Rights, other than a successor described in paragraphs (3) or (4) of this subsection, who is not an affiliate of the Declarant, is subject to all obligations and liabilities imposed by the Condominium Act or the Declaration:

(A) on a Declarant which relate to his exercise or non-exercise of Special Declarant Rights; or

(B) on the transferor, other than:

- (i) misrepresentations by any previous Declarant;
- (ii) warranty obligations on improvements made by any previous Declarant, or made before the Condominium was created;
- (iii) breach of any fiduciary obligation by an previous Declarant or appointees to the Executive Board; or
- (iv) any liability or obligation imposed on the transferor as a

result of the transferor's acts or omissions after the transfer.

(3) A successor to only a right reserved in the Declaration to maintain models, sales offices, customer service offices and signs, if he is not an affiliate of the Declarant, may not exercise any other Special Declarant Rights, and is not subject to any liability or obligation as a Declarant, except the liability arising as a result thereof.

(4) A successor to all Special Declarant Rights held by the transferor who is not an affiliate of that Declarant and who succeeded to those rights pursuant to a deed in lieu of foreclosure or a judgment or instrument conveying title to Units under subsection (c), may declare the intention in a recorded instrument to hold those rights solely for transfer to another person. Thereafter, until transferring all Special Declarant Rights to any person acquiring title to any Unit owned by the successor, or until recording an instrument permitting exercise of all those rights, that successors may not exercise any of those rights other than any right held by the transferor to control the Executive Board in accordance with the provisions of the Condominium Act and the Declaration until the Termination Date of Special Declarant Rights, and any attempted exercise of those rights is void. So long as a successor Declarant may not exercise Special Declarant Rights under this subsection, he is not subject to any liability or obligation as a Declarant other than liability for the successor's acts and omissions under Section 36.1-3.03(d) of the Condominium Act.

(f) Nothing in this Article subjects any successor to a Special Declarant Rights to any claims against or other obligations of a transferor Declarant, other than claims and obligations arising under the Condominim Act or the Declaration.

ARTICLE 10
CONDEMNATION

10.1. Units.

(a) If a Unit is acquired by eminent domain, or if part of a Unit is acquired by eminent domain leaving the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by the Declaration, the award must compensate the Unit Owner for his Unit and its interest in the Common Elements, or Limited Common Elements, whether or not any

Common Elements or Limited Common Elements are acquired. Upon acquisition, unless the decree otherwise provides, that Unit's Allocated Interests are automatically reallocated to the remaining Units in proportion to the respective Allocated Interests of those Units before the taking, and the Association shall promptly prepare, execute, and record an Amendment to the Declaration reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this subsection is thereafter a Common Element.

(b) Except as provided in subsection (a), if part of a Unit is acquired by eminent domain, the award must compensate the Unit Owner for the reduction in value of the Unit and its interest in the Common Elements or Limited Common Elements, whether or not any Common Elements or Limited Common Elements are acquired. Upon acquisition, unless the decree otherwise provides:

(1) that Unit's Common Expense Liability is reduced in proportion to the reduction in the size of the Unit, and

(2) the portion of the Allocated Interests divested from the partially acquired Unit are automatically reallocated to that Unit and the remaining Units in proportion to the respective Allocated Interests of those Units before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced Allocated Interests.

10.2. Common Elements. If part of the Common Elements is acquired by eminent domain, the portion of the award attributable to the Common Elements taken must be paid to the Association.

10.3. Limited Common Elements. If part of the Limited Common Elements is acquired by eminent domain, the portion of the award attributable to the Limited Common Elements taken must be awarded to the Owner of the Unit to which such Limited Common Element was allocated at the time of acquisition.

ARTICLE 11 AMENDMENT TO DECLARATION

11.1. Amendment to Declaration. Pursuant to Section 2.17 of the Act and except as provided therein and in the Declaration for amendments which may be executed by the Declarant, this Declaration may be amended only by the vote of at least Sixty-

seven (67%) Percent of all Unit Owners, cast in accordance with the provisions of the By-Laws; provided, however, no amendment may modify this Article or the rights of any person hereunder and no amendment may be made without the required consents as set forth in Section 11.2 hereof.

11.2. Required Consent. No amendment of the Declaration may be made without the prior written approval of the required percentage of Mortgagees where such approval is provided for in Section 13.4 of the Declaration or where such approval is required elsewhere in the Declaration or by the Condominium Act. No amendments to the Declaration shall diminish or impair the rights of Mortgagees under the Declaration without the prior written consent of all Mortgagees, nor diminish or impair the rights of the Declarant under the Declaration without the prior written consent of the Declarant.

11.3. Construction as to Rights of Mortgagees. Except as specifically provided in the Declaration, no provision of the Declaration shall be construed to grant any Unit Owner, or to any other Person, any priority over any rights of Mortgagees.

11.4. Effective Date of Amendments. A copy of each amendment shall be certified by the President and Secretary of the Association as having been duly adopted and shall be effective when recorded in the Office of the Town Clerk in the Town of South Kingstown.

ARTICLE 12
NO OBLIGATIONS

12.1. Declarant Obligations. Nothing contained in the Declaration shall be deemed to impose upon the Declarant or its successors or assigns any obligation of any nature to build, renovate or provide any improvements except to the extent required by the Condominium Act. The Units created are to be conveyed in an "AS IS" condition.

ARTICLE 13
RIGHTS OF MORTGAGEES

13.1. Subject to Declaration. Whether or not they expressly so state, any mortgage or other lien which constitutes a lien on a Unit and the obligation secured thereby shall be deemed to provide, generally, that the mortgage or other lien instrument

and the rights and obligations of the parties thereto shall be subject to the terms and conditions of the Act, the Declaration, the Plats and Plans, Association By-Laws, and any Rules and Regulations, and, shall be deemed to provide, specifically, but without limitation, that the obligation secured by such mortgage or lien shall be prepayable, without premium or penalty, upon the happening of a termination of the condominium form of ownership of the Property, or determination not to restore or replace the affected Unit, and that the mortgagee or lienholder shall have no right to:

(a) Participate in the adjustment of losses with insurers or in the decision as to whether or not or how to repair or restore damage to or destruction of the Property; or

(b) Receive or apply the proceeds or insurance to the reduction of the mortgage debt or otherwise, except in the event and to the extent either of a distribution of such proceeds to Unit Owners pursuant to 36.1-3.13(h) of the Act or of insurance proceeds of the cost of repair or restoration being received by the Owner of the Unit encumbered by such mortgage; or

(c) Accelerate the mortgage debt or be entitled to exercise any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere in the Property other than within the Unit encumbered by such mortgage or lien.

13.2. Register. A Unit Owner who mortgages his Unit shall notify the Executive Board of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Executive Board. Upon receipt of such copy of a mortgage encumbering a Unit, the Secretary of the Association shall instruct the insurer of the Property to add the name of such mortgagee to the mortgagee loss payable provision of the hazard insurance policy covering the Property and to provide such mortgagee with a certificate of insurance showing that such mortgagee's name has been so added. The Secretary shall maintain a register of mortgages, showing the name and address of the holder thereof and the amount secured thereby and whether it is a mortgagee.

13.3. Rights of Mortgagees.

13.3.1. Upon the specific written request of a Mortgagee as defined in Section 2.2(r) of the Declaration or its servicer to the Executive Board, the Mortgagee shall be entitled to receive some or all of the following as designated in the request:

(a) Copies of budgets, notices or assessments, or any other notices or statements provided under this Declaration by the Executive Board to the Owner of the Unit covered by the mortgage;

(b) Any audited or unaudited financial statements of the Executive Board which are prepared for the Executive Board and distributed to the Unit Owners. The holder of any mortgage on a Unit shall be entitled to have an audited statement prepared at its own expense if one is not otherwise available;

(c) Copies of notices of meetings of the Unit Owners and the right to be represented and to speak at any such meetings by a designated representative;

(d) Notice of substantial damage to or destruction of any Unit (in excess of \$1,000) or any part of the Common Elements (in excess of \$10,000);

(e) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property;

(f) Notice of any default of the owner of the Units, which is subject to the mortgage, where such default is not cured by the Unit Owner within thirty (30) days after the giving of notice by the Association to the Unit Owner of the existence of the default;

(g) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(h) Notice of any decision by the Executive Board to change the Managing Agent, if a Managing Agent has been employed by the Executive Board;

(i) Any condemnation or casualty loss that affects either a material part of the Condominium or the Unit securing the Mortgagee's mortgage;

(j) Such other financial data as such Mortgagee shall reasonably request; or

(k) Any proposed action which would require the consent of a specific percentage of first mortgagees as set forth in Section 13.4 below.

13.3.2. The request of a Mortgagee or its servicer shall specify which of the above items it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Executive Board. The Executive Board need not inquire into the validity of any request made hereunder by a Mortgagee. The Executive Board may refuse to honor any request where, after reasonable inquiry, it shall determine that the person making such request is not entitled to the material so requested and may establish reasonable rules to implement this Section 13.3.2.

13.3.3. Failure to comply with the requirements set forth above shall in no way invalidate the otherwise proper actions of the Association and the Executive Board.

13.3.4. Any Mortgagee shall have the right, exercisable upon written request to the Executive Board, to examine the books and records of the Association at any reasonable time.

13.4. Approval of Mortgagees. Subject to the limitations imposed by Section 34-36.1-2.19 of the Act, the Association shall not take any of the following actions without the prior written approvals as hereinafter set forth:

(a) The prior written approval of holders of first mortgages of Units representing at least sixty-seven (67%) percent of the votes of Units subject to first mortgages shall be required to terminate the condominium status of the Property for reasons other than substantial destruction or condemnation of the Property;

(b) The prior written approval of at least two thirds (2/3) of the holders of first mortgages on Units (based upon one vote for each first mortgage owned) shall be required for any of the following:

(1) the termination or abandonment of the condominium status of the Property except for termination or abandonment as a result of condemnation or substantial loss to the Units and/or Common Elements;

(2) a change in the schedule of Allocated Interests set forth in Exhibit D allocated to each Unit;

(3) the partition or subdivision of any Unit, or the Common Elements;

(4) the abandoning, encumbering, selling or transferring of the Common Elements (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed a transfer within the meaning of this subsection);

(5) the use of hazard insurance proceeds for losses to any Property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such Property;

(c) The prior written approval of holders of first mortgages of Units representing at least fifty-one (51%) percent of the votes of Units subject to first mortgages shall be required to make an amendment of a material nature to the Declaration. A change of the provisions of the Declaration, specifically including the By-Laws, directly relating to any of the following shall for this purpose be considered material:

(1) Voting rights;

(2) Assessments, assessment liens or subordination of assessment liens;

(3) Reductions in reserves for maintenance, repair and replacement of the Common Elements;

(4) Responsibility for maintenance and repairs;

(5) Reallocation of interests in the General or Limited Common Elements, or rights to their use;

(6) Redefinition of any unit boundaries;

(7) Convertibility of Units into Common Elements or of Common Elements into Units;

(8) Expansion or contraction of the project or the addition, annexation or withdrawal of property to or from the project;

(9) Insurance or Fidelity Bonds;

(10) Imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;

(11) Restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the Declaration;

(12) Actions to terminate the legal status of the Condominium after substantial destruction or condemnation occurs;

(13) Provisions that expressly benefit holders, insurers or guarantors or Mortgages held by Mortgagees;

(14) Leasing of Units;

(15) Imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;

(d) Notwithstanding anything to the contrary in this Section 13.4 written approvals of holders of first mortgages on Units shall not be required for an amendment to this Declaration made pursuant to Section 3.4 hereof.

13.5. Liability for Use and Charges. Any Mortgagee who obtains title to a Unit pursuant to the remedies provided in a mortgage for foreclosure of such mortgage shall not be liable for such Unit Owner's unpaid assessments or charges which accrue prior to the acquisition of title to such Unit by the Mortgagee, except to the extent otherwise provided for in the Act and except to the extent that such Mortgagee is liable as a Unit Owner for the payment of such unpaid assessment or charge that is assessed against the Mortgagee as a result of all Unit Owners being reassessed for the aggregate amount of such deficiency.

13.6. Condemnation Rights. No provision of this Declaration shall give a Unit Owner, or any other party, priority over any rights of the mortgagee of a Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for loss to or a taking of one or more Units and/or Common Elements.

13.7. Non-Material Amendments; Presumptive Approval. Any addition or amendment to the condominium instruments shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. A Mortgagee or any other mortgagee who is notified of additions or amendments and who does not deliver or post to the Executive Board a negative

response within thirty (30) days shall be deemed to have approved such request.

13.8. Construction. The Declarant intends that the provisions of this Article comply with the requirements of the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association with respect to condominium mortgage loans and, except as otherwise required by the provisions of the Act, all questions with respect thereto shall be resolved consistent with that intention.

ARTICLE 14 MISCELLANEOUS PROVISIONS

14.1. Person to Receive Service. The Agent for Service of Process of the Property shall be the President of the Association whose name and address shall be on file at the Office of the Association.

14.2. Units Subject to Declaration, By-Laws, Rules and Regulations. All present and future Unit Owners, tenants, and occupants of Units shall be subject to, and shall comply with the provisions of this Declaration, the Articles of Association of the Association, the By-Laws and Rules and Regulations adopted pursuant thereto, as these instruments may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any Unit shall constitute an acceptance of the provisions of such instruments, as they may be amended from time to time, by such owner, tenant or occupant. The provisions contained in such instruments shall be covenants running with the land and shall bind any person having at any time interest or estate in such Unit, as though such provisions were recited and fully stipulated in each deed, conveyance, or lease thereof.

14.3. Invalidity. The invalidity of any provision of this Declaration shall not affect in any manner the validity or enforceability of the remainder of this Declaration, and the other provisions of this Declaration shall continue in effect as if such invalid provision had never been included herein.

14.4. Provisions of the Act. The provisions of the Act shall apply to and govern the operation and governance of the condominium created by this Declaration, except to the extent that contrary provisions, not prohibited by the Act, are contained in the Declaration.

14.5. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration, or the intent of any provision thereof.

14.6. 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 he owns on such terms and conditions as he may determine.

14.7. Reservation of Control of Association. Until the Termination of Control by Declarant of Association, the Declarant reserves the right, exercised in his sole discretion, to elect certain members of the Executive Board as more fully set forth in the By-Laws.

14.8. Compliance and Enforcement.

(a) Compliance. Each Unit Owner and other person having an interest in the Property or any part thereof shall comply with all of the provisions of this Declaration, the By-Laws and the Rules and Regulations. All of the terms, easements, covenants, conditions and restrictions contained in this Declaration affecting the Property shall be enforceable equitable servitudes and shall run with the land and with every part thereof and interest therein.

(b) 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 By-Laws or the Rules and Regulations, 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 provision 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.

(c) 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.

(d) No Waiver, etc. Failure to enforce any provisions of this Declaration or the Association By-Laws or Rules and Regulations, shall in no event be deemed a waiver of the right to do so thereafter, irrespective of the number of violations, which may have occurred. 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 of the Association through nonuse, abandonment or lease of his Unit or his interest in the Property.

14.9 Common Expenses and Assessment During Construction. Common Expenses shall not include any costs, expenses or liabilities incurred in the course of any new construction or initial improvements by the Declarant, all of which shall be at the expense of the Declarant. The Association shall not make, and the Declarant shall not be required to pay, any assessments with respect to any uncompleted Unit, provided, that for the purposes of this Section a Unit shall be deemed to be completed when it is submitted under the provisions of the Condominium as a Unit in the Condominium.

WITNESS its hand and seal by its duly authorized Officer this 25th day of July, 2011.

EXECUTIVE AUTO LEASE, INC.

By: [Signature]

STATE OF New Hampshire
COUNTY OF Rockingham

In SALEM on the 25th day of July, 2011, before me personally appeared Paul F. Surprenant, of EXECUTIVE AUTO LEASE, INC. 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, individually and in his capacity as aforesaid and the free act and deed of EXECUTIVE AUTO LEASE, INC.

William I. Pageau
Notary Public

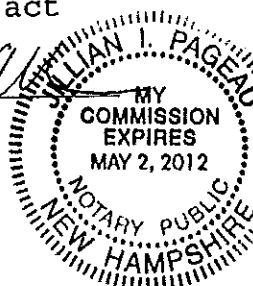


EXHIBIT A TO DECLARATION OF PLAN

PROPERTY

SEE ATTACHED

EXHIBIT A

Bk L1282 Pg 192 #38

That certain tract or parcel of land situated on the northerly side of Church Street in the Town of South Kingstown, County of Washington, and State of Rhode Island and Providence Plantations being hereby bounded and described;

Beginning at a concrete bound with iron pipe located at the southwest corner of Town of South Kingstown Assessor's Plat 48-3, Lot 143 said point also being on the northerly line of Church Street;

Thence proceeding N40°45'17"W a distance of forty and 41/100 (40.41') feet to a point, said course bounded southerly by said Church Street;

Thence N41°05'10"E a distance of three hundred eighty one and 45/100 (381.45') feet to a point, said course passing through a stone bound with a drill hole a distance of sixty seven and 29/100 (67.29') feet from the terminus of said course;

Thence N49°43'20"W a distance of one hundred fifty five and 10/100 (155.10') feet to a point;

Thence N40°16'40"E a distance of ninety six and 82/100 (96.82') feet to a point, said point identified by an iron rod with a cap;

Thence continuing N40°16'40"E a distance of six (6'±) feet more or less to the center of Rocky Brook;

Thence following the center of Rocky Brook in an easterly direction a distance of four hundred ninety six (496'±) feet more or less to a point;

Thence proceeding S18°52'25"E a distance of thirty (30'±) feet more or less to a point, said point identified by a concrete bound with a brass disk, said bound located on the westerly line of Railroad Street, said last three courses has a survey closing line of N89°14'36"E a distance of four hundred four and 22/100 (404.22') feet;

Thence proceeding S13°51'31"E a distance of one hundred thirty six and 02/100 (136.02') feet to a point, said course bounded easterly by said Railroad Street;

Thence N77°42'13"W a distance of one hundred fifty six and 32/100 (156.32') feet to a point;

Thence S14°42'13"E a distance of one hundred and 00/100 (100.00') feet to a point, said point identified by a concrete bound with a brass pin;

Thence S77°42'13"E a distance of twenty and 37/100 (20.37') feet to a point, said point identified by a stone bound with a drill hole;

Thence S04°21'28"W a distance of eighty four and 40/100 (84.40') feet to a point, said point identified by a stone bound with a drill hole;

Thence N77°40'17"W a distance of sixty one and 00/100 (61.00') feet to a point;

Thence S13°27'39"W a distance of seventy two and 71/100 (72.71') feet to a point, said point identified by an iron pipe;

Thence N77°10'50"W a distance of thirty nine and 21/100 (39.21') feet to a point, said point identified by an iron pipe;

Thence S41°25'39"W a distance of forty seven and 90/100 (47.90') feet to a point;

Thence S56°34'12"E a distance of seventy eight and 59/100 (78.59') feet to a point;

Thence S76°15'41"E a distance of one hundred eighty and 72/100 (180.72') feet to a point;

Thence proceeding S13°46'35"W a distance of forty and 00/100 (40.00') feet to a point, said course bounded easterly by an easement for the purpose of reaching the westerly line of Railroad Street for the purpose of ingress and egress for emergency vehicles and for the purpose of constructing and maintaining utilities;

Thence N76°15'41"W a distance of one hundred eighty seven and 93/100 (187.93') feet to a point;

Thence N55°45'41"W a distance of one hundred sixteen and 00/100 (116.00') feet to a point;

Thence S41°08'35"W a distance of one hundred fifty and 00/100 (150.00') feet to a point;

Thence N48°51'25"W a distance of one hundred fifty and 00/100 (150.00') feet to a point, said point identified by a concrete bound with iron pipe;

Thence S41°05'10"W a distance of one hundred thirty one and 34/100 (131.34') feet to the point and place of beginning;

Said property has 145,152 S.F.± or 3.33 Ac.±

Said parcel shown on a survey entitled "Property Survey Assessor's Plat 48-3 Lot 144 & Plat 49-4, Lot 158 Church Street & Railroad Street South Kingstown, Rhode Island" Prepared for Withson Associates, LLC, Scale: 1"=40', Dated 07-22-06 Sheet 1A of 6 Prepared by Carrigan Engineering, Inc. Revised 2-27-07.

BY-LAWS
OF
BROOKEDGE VILLAGE CONDOMINIUM ASSOCIATION

Exhibit B to Declaration of Plan

INDEX TO
BY-LAWS
OF
BROOKEDGE VILLAGE CONDOMINIUM ASSOCIATION

		PAGE
ARTICLE 1	APPLICABILITY, DEFINITIONS, AND COMPLIANCE	36
1.1	Applicability	36
1.2	Definitions	36
1.3	Compliance.....	37
ARTICLE 2	THE ASSOCIATION	37
2.1	Composition.....	37
2.2	Purpose.....	37
2.3	Principal Office	37
ARTICLE 3	MEETING OF MEMBERS	38
3.1	Place of Meetings	38
3.2	Annual Meetings	38
3.3	Special Meetings	38
3.4	Adjournment of Meetings.....	39
3.5	List of Members	39
3.6	Voting	40
3.7	Proxies.....	41
3.8	Quorum.....	41
3.9	Conduct of Meetings	41
3.10	Dispute Resolution.....	42
ARTICLE 4	EXECUTIVE BOARD	42
4.1	Number and Qualification.....	42
4.2	Delegation of Powers; Managing Agent.....	42
4.3	Election and Term of Office.....	44
4.4	Removal or Resignation of Members of the Executive Board.....	45
4.5	Vacancies.....	46
4.6	Organizational Meeting.....	46
4.7	Regular Meetings.....	47
4.8	Special Meetings.....	47
4.9	Waiver of Notice.....	47
4.10	Quorum of the Executive Board.....	47

4.11	Compensation.....	47
4.12	Conduct of Meetings.....	47
4.13	Action Without Meeting.....	48
4.14	Validity of Contracts with Interested Executive Board Members.....	48
4.15	Inclusion of Interested Executive Board Members in the Quorum.....	48
4.16	Powers.....	49
4.17	Limited Liability of the Executive Board.....	52
4.18	Indemnification.....	53
4.19	Covenants Committee.....	53
ARTICLE 5	OFFICERS.....	54
5.1	Officers.....	54
5.2	Election.....	54
5.3	Removal.....	54
5.4	President.....	55
5.5	Vice President.....	55
5.6	Secretary.....	55
5.7	Treasurer.....	55
ARTICLE 6	BUDGET PROCEDURE ASSESSMENT AND COLLECTION....	56
6.1	Fiscal Year.....	56
6.2	Preparation and Approval of Budget.....	56
6.3	Assessment and Payment of Common Expenses.....	57
6.4	Reserves.....	58
6.5	Further Assessments.....	58
6.6	Initial Capital Payment.....	58
6.7	Effect of Failure to Prepare or Adopt Budget..	59
6.8	Accounts.....	59
6.9	Payment of Common Expenses.....	59
6.10	Collection of Assessments.....	60
6.11	Statement of Common Expenses.....	60
6.12	Collection of Assessment and Liens.....	60
6.13	Obligations.....	60
6.14	Default.....	61
6.15	Acceleration of Assessment Installments Upon Default.....	61
6.16	Assessments for Emergencies.....	61
6.17	Interest and Cost of Collection.....	62

ARTICLE 7	MAINTENANCE, REPAIR AND REPLACEMENT OR RECONSTRUCTION.....	62
7.1	By the Association.....	62
7.2	By the Unit Owner.....	62
7.3	Manner of Repair and Replacement.....	62
7.4	Additions, Alterations or Improvements By the Unit Owner.....	63
ARTICLE 8	COMPLIANCE AND DEFAULT.....	63
8.1	Relief.....	63
ARTICLE 9	INSURANCE.....	64
9.1	Power of Attorney.....	64
9.2	Insurance Trustee.....	64
9.3	Types and Amounts.....	65
9.3.1	Hazard Insurance.....	65
9.3.2	Comprehensive Liability Insurance.....	66
9.3.3	Fidelity Bonds.....	66
9.3.4	Workmen's Compensation Coverage.....	67
9.3.5	Indemnification Insurance.....	67
9.3.6	Other Insurance.....	67
9.4	Required Provisions.....	68
9.5	Unit Owner's Insurance.....	70
9.6	Review.....	71
ARTICLE 10	REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY.....	71
10.1	When Repair and Reconstruction are Required....	71
10.2	Procedure for Reconstruction and Repair.....	71
10.3	Disbursements of Construction Funds.....	71
10.4	When Construction is Not Required.....	72
ARTICLE 11	EXECUTION OF DOCUMENTS.....	72
11.1	Contracts, etc., How Executed.....	72
11.2	Checks, Drafts, etc.....	72
ARTICLE 12	INDEMNIFICATION OF OFFICERS AND DIRECTORS OR OTHER CASUALTY.....	73
12.1	Indemnification of Officers and Directors.....	73

ARTICLE 13	AMENDMENT.....	73
13.1	Amendments to By-laws.....	73
13.2	Approval of Mortgagees.....	74
ARTICLE 14	GENERAL PROVISIONS.....	74
14.1	Severability.....	74
14.2	Conflicts.....	74
14.3	Notices.....	74
14.4	Headings.....	74
14.5	Gender.....	75
14.6	Construction.....	75
EXHIBITS		
Exhibit A	Rules and Regulations.....	76

BY-LAWS
OF
BROOKEDGE VILLAGE CONDOMINIUM ASSOCIATION

ARTICLE 1
APPLICABILITY, DEFINITIONS, AND COMPLIANCE

1.1. Applicability. These By-Laws shall apply to BROOKEDGE VILLAGE CONDOMINIUM ASSOCIATION, (hereinafter sometimes called the "Association"), to the Members thereof as hereinafter defined, and to the property in the Town of South Kingstown, County of Washington, State of Rhode Island, known as the BROOKEDGE VILLAGE CONDOMINIUM, (sometimes referred to herein as "Condominium Project") more particularly described in the Declaration of Plan for BROOKEDGE VILLAGE CONDOMINIUM, duly recorded herewith. These By-Laws provide for the governance of the Condominium Project pursuant to the requirements of the Condominium Act.

1.2. Definitions. Insofar as the terms used in these By-Laws are defined in the said Declaration, they shall have the same meaning provided for therein, unless otherwise stated or unless the context demands otherwise, or if not defined therein, the meanings specified for such term in the Condominium Act. The following terms when used herein shall have the meanings set forth below:

(a) The term "Member" as used in these By-Laws shall mean and include the Unit Owner of a Unit, his heirs, devisees, personal representatives and successors in title. Initially, the Declarant, being the sole owner of the Units, shall be the sole member. Thereafter, any person on becoming a Unit Owner shall automatically become a Member of the Association and be subject to these By-Laws. Such Membership shall terminate without any formal action whenever such person ceases to own a Unit, but such termination shall not relieve or release any such former Unit Owner or Member from any liability or obligations incurred under or in any way connected with the BROOKEDGE VILLAGE CONDOMINIUM during the period of such ownership and membership, or impair any rights or remedies which the Executive Board of the Association or others may have against such former Unit Owner and Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

(b) The term "Membership" in the Association as used in these By-Laws shall be limited to Unit Owners of Units in the Condominium Project, provided that whenever title to a Unit is vested in two (2) or more persons, whether as Tenants by the Entirety, Joint Tenants, Tenants in Common or otherwise, such co-Owners shall be entitled jointly to only the vote hereinafter defined for each Unit so owned by them at any meeting, whether annual or special, at which Members are entitled to vote as hereinafter provided.

1.3. Compliance. These By-Laws, to the extent permitted by law, shall apply automatically to all Unit Owners and to all tenants and all persons controlling, occupying or using a Unit.

ARTICLE 2 THE ASSOCIATION

2.1. Composition. The Association is hereby organized as an incorporated body. The Members and the Membership of the Association shall consist of those persons as defined in Section 1.2 of these By-Laws.

2.2. Purpose. The purpose of the BROOKEDGE VILLAGE CONDOMINIUM ASSOCIATION is to be the Association to which reference is made in the Declaration of the BROOKEDGE VILLAGE CONDOMINIUM located in the Town of South Kingstown, County of Washington, State of Rhode Island, and to provide an entity for the furtherance of the interests of the Unit Owners. The Association shall have the responsibility of administering the Condominium, establishing the means and methods of collecting assessments and charges, arranging for the management of the Condominium and performing all other acts that may be required or permitted to be performed by the Association pursuant to the Act and the Declaration. Except as to those matters, which the Act specifically requires to be performed by the vote of the Association, the foregoing responsibilities shall be performed by the Executive Board as more particularly set forth in these By-Laws.

2.3. Principal Office. The principal office of the Association shall be located initially at 133 Old Tower Hill Road, Suite 1, Wakefield, Rhode Island 02879, but thereafter may be located at such other suitable and convenient place or places as are permitted by law and designated by the Executive Board.

ARTICLE 3
MEETING OF MEMBERS

3.1. Place of Meetings. All meetings of the Members of the Association, both annual and special, shall be held at the principal office of the Association, or at such other suitable and convenient places as may be permitted by law, fixed by the Executive Board, and designated in the notices of such meetings.

3.2. Annual Meetings.

(a) The first annual meeting of Members shall be held on the first (1st) Saturday of December, or such earlier date as may be determined by the Declarant. Subsequent annual meetings shall be held on the first (1st) Saturday of December in each succeeding year, or at such other time (not more than Sixty (60) days before or after such date) as may be designated by the Executive Board. At each annual meeting, there shall be elected an Executive Board in accordance with the provisions of Article 4 of these By-Laws. The Members may also transact such other business as may properly come before the meeting.

(b) The Secretary shall hand-deliver or mail notice of annual meetings to each Member of the Association (regardless of whether he is entitled to vote at such meeting) directed to his last known post office address as shown on the records of the Association, by United States mail, first-class, with postage prepaid. Such notice shall be hand-delivered or mailed not less than Ten (10) days nor more than Sixty (60) days before the date of such meeting, and shall state the date, time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or By-Laws, any budget changes, and any proposal to remove a Director or Officer. The mailing of such notice as in this sub-Section provided shall be deemed notice duly served.

3.3. Special Meetings.

(a) Special meetings may be called by the President and the President shall call a special meeting of the Association if so directed by resolution of the Executive Board or upon a petition signed and presented to the Secretary by Unit Owners of not less than thirty percent (30%) of the aggregate Allocated Interests. The notice of any special meeting shall state the time, place, and purpose thereof. Such meeting shall be held within forty-five (45) days after receipt by the President of said resolution or petition,

unless the Act or the By-Laws require otherwise. No business shall be transacted at a special meeting except as stated in the notice.

(b) Within sixty (60) days after conveyance of twenty-five percent (25%) of the Units which may be created, i.e., twenty-eight (28), to Unit Owners other than the Declarant, the Transition Meeting of the Association and Transition Election shall be held at which two (2) additional persons who are Unit Owners shall be elected to the Executive Board so that the numbers of Executive Board Members shall increase from three to five. Only Unit Owners other than the Declarant may vote at such Transition Election. The term of each member of the Executive Board so elected at the Transition Election and each successor to each such Executive Board Member shall expire on the first day of January of each even numbered year following the year in which such Executive Board Member is elected. Until the Termination of Control by Declarant of Association, each such successor shall be elected only by Unit Owners other than the Declarant.

(c) Within five (5) days prior to the Termination of Control by Declarant of Association or at such earlier date as the Declarant in its sole discretion shall specify, a special meeting of the Association shall be held at which all of the members of the Executive Board appointed by the Declarant shall resign, and the Unit Owners, including the Declarant if the Declarant owns one or more Units, shall thereupon elect successor members of the Executive Board to act in the place and stead of those resigning. The members of the Executive Board so elected shall serve until the first day of January of the next odd-numbered year and the term of the successors to each such Member shall expire on the first day of January of each odd-numbered year.

3.4. Adjournment of Meetings. If at any meeting of the Association a quorum is not present, Unit Owners entitled to cast a majority of the votes represented at such meeting may adjourn the meeting to a time not less than forty-eight (48) hours after the time for which the original meeting was called.

3.5. List of Members. The Secretary shall compile and keep up to date at the principal office of the Association, or such place as shall be from time to time designated by the Executive Board, a complete list of Members and their last known post office addresses as shown on the records of the Association. Such list shall also show opposite each Member's name the number or other appropriate designation of the Unit owned by him. Such list shall be open to inspection by Members and other persons lawfully entitled to inspect the same at all reasonable times during regular business hours.

3.6. Voting. The number of votes in the Association to which each Unit Owner or Owners is entitled to vote shall be computed by multiplying the number one (1) by the Allocated Interest for each Unit owned by the Unit Owner or Owners. Where the ownership of a Unit is in more than one person, then:

(i) the Person who shall be entitled to cast the vote of such Unit shall be the Person named in a certificate executed by all of the owners of such Unit and filed with the Secretary; such certificate shall be valid until revoked by a subsequent certificate similarly executed;

(ii) in the absence of such named Person from the meeting, the Person who shall be entitled to cast the vote of such Unit shall be the Person owning such Unit who is present;

(iii) if more than one Person owning such Unit is present, then such vote shall be cast only in accordance with their unanimous agreement pursuant to Section 3.10. of the Act. There shall be deemed to be unanimous agreement if any one of the multiple owners casts the vote allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit.

Except where a greater number is required by the Condominium Act or the Declaration, a Majority Vote is required to adopt decisions at any meeting of the Association. If the Declarant owns or holds title to one or more units, the Declarant shall have the right at any meeting of the Association to cast the votes to which such Unit or Units are entitled.

No Unit Owner may vote at any meeting of the Association or be elected to or serve on the Executive Board if payment of the assessment on his Unit is delinquent more than thirty days and the amount necessary to bring his account current has not been paid at the time of such meeting or election. There shall be no cumulative voting.

"Majority Vote" means a vote by those Unit Owners owning Units to which more than fifty percent of the aggregate Allocated Interests actually voted in person or by proxy at a duly convened meeting at which a quorum is present. Any specified percentage vote of the Unit Owners shall mean a vote by the Unit Owners owning Units to which such percentage of Allocated Interests appertain with respect to the total Allocated Interests. Any specified percentage vote of the Mortgagees shall mean a vote by

the Mortgagees of Units to which such percentage of the total number of votes appertain.

No votes allocated to a Unit owned by the Association may be cast.

3.7. Proxies. Votes may be cast in person or by proxy. Proxies must be duly executed in writing, shall be witnessed and dated, shall be valid only for the particular meeting designated therein, and must be filed with the Secretary before the time appointed for each meeting in the notice thereof. If a Unit is owned by more than one person, each such Unit Owner may vote or register protest to the casting of votes by the other Unit Owners through a duly executed proxy. A Unit Owner may not revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. Except with respect to proxies in favor of a holder of a mortgage on the Unit, a proxy terminates one year after its date, unless it specifies a shorter term.

3.8. Quorum.

(a) Except as set forth below, the presence in person or by proxy of Unit Owners of thirty percent (30%) or more of the aggregate Allocated Interests at the commencement of a meeting shall constitute a quorum at all meetings of the Association.

(b) If a meeting is adjourned pursuant to Section 3.4 above, the quorum at such second meeting shall be deemed present throughout any meeting of the Association if persons entitled to cast twenty percent (20%) of the votes which may be cast at the election of the Executive Board are present in person or by proxy at the beginning of the meeting.

3.9. Conduct of Meetings. The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a book all resolutions adopted at the meeting as well as a record of all transactions occurring there at. The President may appoint a person to serve as parliamentarian at any meeting of the Association. The then current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the Declaration, these By-Laws or the Act. All votes shall be tallied by tellers appointed by the President.

3.10. Dispute Resolution. If, due to the size of the project and the votes of the Unit Owners, an agreement cannot be reached, then the Unit Owners MUST SUBJECT SAID DISPUTE TO ARBITRATION.

ARTICLE 4
EXECUTIVE BOARD

4.1. Number and Qualification. The affairs of the Association shall be governed by an Executive Board. Prior to the Transition Election provided for by Section 3.3 above, the Executive Board shall be composed of three (3) natural persons who shall be appointed by the Declarant. After the Transition Election, the Executive Board shall be composed of five (5) natural persons. All members of the Executive Board shall be Unit Owners or designees of the Declarant.

4.2. Delegation of Powers; Managing Agent. The Executive Board may employ for the Condominium a "Managing Agent" at a compensation established by the Executive Board. The Managing Agent shall perform such duties and services as the Executive Board shall authorize, including, but not limited to, all of the duties listed in the Act, the Declaration and these By-Laws; provided, however, where a Managing Agent does not have the power to act under the Act, the Declaration or these By-Laws, such duties shall be performed as advisory to the Executive Board. The Executive Board may delegate to the Managing Agent all of the powers granted to the Executive Board by the Act, the Declaration, and these By-Laws other than the following powers:

- (1) to adopt the annual budget, any amendment thereto or to assess any Common Expenses;
- (2) to adopt, repeal or amend Rules and Regulations;
- (3) to designate signatories on Association bank accounts;
- (4) to borrow money on behalf of the Association;
- (5) to acquire and mortgage Units;
- (6) to designate Reserved Common Elements;
- (7) to allocate Limited Common Elements.