EDWARDS & ANGELL, LLP

COUNSELLORS AT LAW
since 1894

2800 BANKBOSTON PLAZA
PROVIDENCE, RI 02903-2499
(401) 274-9200
FAX (401) 276-6611

March 6, 2000

Catherine Garypie, Esq.
Senior Enforcement Counsel
U.S. Environmental Protection Agency, Region I
Office of Environmental Stewardship
1 Congress Street (Mail Code SES)
Boston, Massachusetts 02114-2023

Centredale Manor
11.9
9180

Re: Allendale Mill Associates Limited Partnership
Section 104 Request for Centerdale Manor
Restoration Project Superfund Site

Dear Ms. Garypie:

We are writing on behalf of our client, Allendale Mill Associates Limited Partnership, in response to the above-referenced Section 104 Request.

When we spoke on the telephone a week or so ago, you stated to me that you would like to receive, on a preliminary basis, information concerning the current ownership of Lot 560 on Assessor's Plat 12 which is referenced in the Redemption Deed dated April 20, 1999, that you faxed to me on February 16, 2000. The information that we have to date is as follows:

1. On August 26, 1988, Lot 560 was made subject to the Rhode Island Condominium Act by the filing by Allendale Mill Associates Limited Partnership of the Mill at Allendale Condominium Declaration, a copy of which is enclosed.

2. On June 15, 1989, Allendale Mill Associates Limited Partnership granted and conveyed to ANPC Associates Limited Partnership by quitclaim deed (a copy of which is enclosed) all of the remaining unsold (42) units in the condominium together with all of its rights as Declarant under the above Declaration. The other 10 units had been sold between August 26, 1988, and June 15, 1989. As of June 15, 1989, Allendale Mill Associates Limited Partnership no longer owned any interest in the real property covered by the Declaration.

3. With respect to the Redemption Deed dated April 20, 1999, such deed was executed and recorded without the knowledge of Allendale Mill Associates Limited Partnership and, in light of the June 15, 1989 Quitclaim Deed noted above, is ineffective to transfer or convey any interest in the real estate to our client.

We are continuing to work on a full response to your Section 104 Request and will submit it to you as promptly as possible. If you have any questions, please feel free to call me.

Sincerely yours,

Richard A. Sherman

With enclosures

CC: Mr. Barry Libert (w/ enc.)
Charles F. Rogers, Jr., Esq. (w/ enc.)

19108

BOOK 0218 PAGE 0100

DECLARATION OF CONDOMINIUM

THE MILL AT ALLENDALE CONDOMINIUM

Prepared by:

Edwards & Angell
2700 Hospital Trust Tower
Providence, Rhode Island 02903

Index

DECLARATION

BY-LAWS

THE MILL AT ALLENDALE CONDOMINIUM

DECLARATION

THIS DECLARATION, made and entered into this 26th day of AUGUST, 1988, by ALLENDALE MILL ASSOCIATES LIMITED PARTNERSHIP, a Massachusetts limited partnership (hereinafter, together with its successors and assigns, called "Declarant").

WHEREAS, the Declarant is the owner in fee simple of certain land located in the Town of North Providence, State of Rhode Island, and more particularly described in Exhibit A attached hereto and made a part hereof, together with all improvements located thereon and appurtenances thereto and all articles of personal property intended for use in connection therewith (the "Property"); and

WHEREAS, the Declarant desires to establish the Property as a condominium project pursuant to the Rhode Island Condominium Act subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens hereinafter set forth, each of which is for the benefit of the Property and the subsequent owners thereof;

NOW, THEREFORE, the Declarant hereby declares that all of the Property shall be, and hereby is, subject to the Rhode Island Condominium Act and shall be, and hereby is, held, conveyed, divided or subdivided, leased, rented and occupied, improved, and encumbered subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens (hereinafter sometimes referred to as "covenants and restrictions") hereinafter set forth, all of which are declared and agreed to be for the benefit of the Property, and shall be deemed to run with and bind the Property, and shall inure to the benefit of and be enforceable by the Declarant and by any person acquiring or owning an interest in said property and improvements, including, without limitation, any Mortgagee, as that term is hereinafter defined.

ARTICLE I

DEFINITIONS

Unless the context shall plainly require otherwise, the following words when used in this Declaration, including the Exhibits hereto, shall have the following meanings:

1.1. "Act" means Chapter 36.1 of Title 34 of the General Laws of Rhode Island, 1956, as amended, entitled the "Rhode Island Condominium Act," as the same may be amended from time to time.

1.2. "Annual Assessment" means the assessment made by the Board of Directors with respect to each Unit for the payment of Common Expenses as described in the By-Laws.

1.3. "Association" means The Mill at Allendale Condominium Association, a Rhode Island unincorporated association, the sole members of which are the Unit Owners acting as a group in accordance with the Declaration.

1.4. "Board of Directors" means those persons elected from time to time as members of the Board of Directors of the Association pursuant to this Declaration and their successors in office.

1.5. "Building" means any structure containing one or more Units now or hereafter constructed on the Property.

1.6. "By-Laws" means the By-Laws of the Association, attached hereto as Exhibit B, as the same may be amended from time to time.

1.7. "Common Elements" means both General Common Elements and Limited Common Elements, as defined in Article III hereof.

1.8. "Common Expenses" means all costs, expenses and other liabilities lawfully assessed against the Unit Owners, (a) in connection with the administration, management, maintenance, repair and replacement of the Common Elements, (b) incurred by the Board of Directors in connection with the exercise of its rights or the performance of its duties and obligations hereunder, (c) determined by the Association to be Common Expenses or (d) declared to be Common Expenses by the provisions of this Declaration or the By-Laws.

1.9. "Common Profits" means the excess of all receipts of assessments and other payments to the Board of Directors, including insurance proceeds and condemnation awards after the deduction of all Common Expenses and amounts reserved for payment of Common Expenses.

1.10. "Condominium" or "Condominium Project" means the Property subject to the Declaration which shall be known as The Mill at Allendale Condominium.

1.11. "Declarant" means Allendale Mill Associates Limited Partnership, a Massachusetts limited partnership, its successors and assigns.

1.12. "Declaration" means this Declaration, together with all exhibits thereto, as the same may be amended from time to time.

1.13. "Mortgagee" means the holder of any recorded first mortgage encumbering one or more Units.

1.14. "Parking Space" means a parking space in the parking lot shown on the Survey.

1.15. "Percentage Interest" means the interest of each Unit in the Common Elements, established pursuant to Article IV hereof.

1.16. "Property" means the land, together with all buildings and improvements thereon described on Exhibit A attached hereto, all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith.

1.17. "Record" means to record in the Land Evidence Records of the Town of North Providence, Rhode Island.

1.18. "Rules and Regulations" means the Rules and Regulations set forth in Schedule A attached to the By-Laws, as the same may be amended from time to time.

1.19. "Survey" means, collectively, that certain map entitled "Compiled Plan of Land, The Mill at Allendale Condominium, North Providence/Johnston (Rhode Island)" prepared by Harry R. Feldman, Inc. dated August 19, 1988, that certain map entitled "Phase I As Built Site Plan, The Mill at Allendale Condominium, North Providence, Rhode Island" prepared by Harry R. Feldman, Inc. dated August 19, 1988 and those certain floor plans of the Buildings entitled "The Mill at Allendale Condominium, North Providence and Johnston, Rhode Island", prepared by Archetype Architecture, Inc. and dated August 25, 1988 and recorded contemporaneously herewith.

1.20. "Termination of Control Date" means no later than the earlier of (a) sixty (60) days after the date the Declarant has sold eighty percent (80%) of the Units which the Declarant may create in the ordinary course of business, (b) two (2) years after the Declarant has ceased to offer Units for sale in the ordinary course of business or (c) two (2) years after any development right to add new Units was last exercised.

1.21. "Unit" means an enclosed space consisting of one or more rooms occupying all or part of one or more floors in a Building provided, always, that any such Unit has direct exit to a thoroughfare or to a Common Element leading to a thoroughfare. The lower boundary of any such Unit is the upper surface of the unfinished sub-floor thereof. The upper boundary of any such Unit is the lower surface of the unfinished ceiling or roof thereof. The lateral or perimetrical boundaries of any such Unit are vertical planes which coincide with the unexposed unfinished interior surfaces of the perimeter walls thereof.

In addition to the area contained in each Unit as hereinabove described, electrical and mechanical equipment and appurtenances located within any Unit or adjacent thereto and designated to serve only that Unit, such as appliances, air-conditioners, condensers, heaters, outlets, electrical receptacles and outlets, pipes, tubes, fixtures, and doors, windows and all nonstructural interior dividing walls and partitions (including the space occupied by such walls and partitions), and the like, shall be considered a part of and included in the Unit. Without limiting the foregoing, the electrical panel box and all wiring therefrom into a Unit and the condenser for the air conditioner and all wiring therefrom into a Unit shall be considered part of such Unit. Excluded from a Unit are all bearing walls (other than the finished surfaces thereof) and all floor joists and sub-floors.

1.22. "Unit Owner" or "Owner" means any person, group of persons, corporation, trust or other legal entity, or any combination thereof, which holds legal title to a Unit within the Condominium Project, provided, however, that any person or group of persons, corporation, trust or other legal entity, or any combination thereof, which holds such interest solely as security for the performance of an obligation shall not be an Owner.

ARTICLE II

DESCRIPTION AND USE OF PROPERTY AND UNITS

2.1. Property Subject to Declaration. The real property which is, and shall be, subject to this Declaration is located in the Towns of North Providence and Johnston, State of Rhode Island, and is more particularly described in Exhibit A. The land portion of the Condominium Project contains approximately 4 acres of land and a 13 acre pond.

2.2. The Buildings. The Condominium Project may include up to eleven (11) Buildings, as set forth on the Survey. The Buildings are or will be of heavy timber or wood frame and masonry construction with exteriors of brick and parged masonry or cedar shingle and clapboard.

2.3. The Condominium Units. The general description and number of each Unit, including its dimensions, location and such other data as may be necessary or appropriate for its identification, are set forth on the Survey. The maximum number of Units which the Declarant reserves the right to create is one hundred thirty (130), all of which will be limited to residential use. Initially there shall be five (5) interconnected Buildings which have been rehabilitated by the Declarant and which will contain fifty-two (52) Units and Common Elements. The Declarant reserves the right to construct and create an additional twenty-five (25) Units from the Common Elements located in such five (5) Buildings, all as further described in Article IX hereof. The Declarant also reserves the right, as more specifically described in Article IX hereof, to renovate up to two additional existing Buildings and to construct up to four (4) new Buildings and create up to fifty-three (53) additional Units and Common Elements associated therewith. Accordingly, upon completion, the Condominium Project may consist of as many as one hundred thirty (130) Units located in as many as eleven (11) Buildings; however, the Declarant makes no representation that any such additional Units, Buildings or Common Elements need be or will be constructed.

2.4. Use of Units. Each Unit shall be used or occupied only for residential purposes, except that until the Termination of Control Date the Declarant may use one or more Units as model units or for office purposes.

No Unit Owner shall use, or suffer or permit the use of, any Unit in any way which will cause discomfort, inconvenience or annoyance to any other Unit Owners or occupants of the property.

2.5 Leases. No Unit Owner may rent or lease his Unit, or renew or extend the term of a lease, except on the following terms and conditions:

(a) All tenancies must be in writing and shall be for a term of not less than six (6) months;

(b) All leases shall be submitted to the Board of Directors.

NO MORE THAN TWO PERSONS PER BEDROOM MAY OCCUPY A UNIT WHICH IS RENTED. The number of bedrooms in each Unit are listed in Exhibit C. For the purposes of this occupancy limitation children under the age of two (2) years shall not be counted in the computation.

Even if a lease satisfies the foregoing provisions, the Board of Directors may terminate such lease if after the Board of Directors notifies the lessee that the lessee has violated the terms of this Declaration (including the Bylaws and the Rules and Regulations), the lessee continues or fails to correct such violation within a reasonable period of time. Any costs, including reasonable attorney's fees incurred by the Board of Directors in connection with approving or terminating a lease shall constitute a special assessment against the Unit being leased.

ARTICLE III

COMMON ELEMENTS

All areas and facilities shown on the Survey which are not part of a Unit shall comprise the Common Elements, and such Elements shall be designated as "General Common Elements" and "Limited Common Elements" defined as follows:

3.1. Limited Common Elements. The only Limited Common Elements are those specified by Section 34-36.1-2.08 of the Act and the Parking Spaces as shown on the Survey. The use of the Parking Spaces is subject to the provisions of Exhibit D attached hereto.

All such Limited Common Elements are reserved for the exclusive use of the Units to which these Limited Common Elements appertain. However, to the extent such Parking Spaces are not utilized by the assigned Unit owner, then the Declarant or the Association reserves the right to temporarily reallocate such Parking Spaces.

3.2. General Common Elements. The General Common Elements shall be comprised of all of the Common Elements which are not part of the Limited Common Elements as designated on the Survey and shall include the following:

(a) The land described in Exhibit A on which the improvements stand; and

(b) The foundations, bearing walls, perimeter walls, main walls, columns, girders, beams, supports, joists, concrete floors, subfloors, the roofs of the Buildings, fire escapes, driveways, elevator, parking areas (other than the Parking Spaces); and

(c) The lawns, yards, bridges, waterway and dam; and

(d) The compartments or installations of central services such as power, light, gas, hot and cold water, central heating, compressors, pumps, generators, and the like, including, but in no way limited to, all pipes, ducts, flues, chutes, conduits, cables, wires and other utility lines except such as may be included in and for the exclusive use of a Unit; and

(e) All other elements of the Condominium Project rationally of common use or necessary to its existence, upkeep and safety.

ARTICLE IV

ALLOCATION OF PERCENTAGE INTERESTS, EXPENSES, VOTES

4.1. Undivided Interest in Common Elements. The undivided Percentage Interest of each Unit in the Common Elements is set forth in Exhibit C attached hereto and made a part hereof. The Percentage Interest of each Unit as set forth on Exhibit C shall be subject to change by the Declarant upon creation of additional Units pursuant to the development rights reserved by the Declarant in Section 9.3 hereof; in such event the calculation of such Percentage Interest shall be made in accordance with Section 4.4 hereof. By accepting a deed to a Unit, each Unit Owner irrevocably appoints the Declarant as his attorney-in-fact to so amend his Percentage Interest as aforesaid. Except as provided in this Section the Percentage Interest in the Common Elements shall not be separated from the Unit to which it appertains and shall be deemed conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyancing deed or other instrument.

4.2. Percentage Interest in Common Expenses. Each Unit shall have a percentage interest in the Common Expenses and Common Profits of the Condominium equal to the Percentage Interest in the Common Elements appurtenant to such Unit from time to time as set forth in Exhibit C attached hereto.

4.3. Voting. Subject to the provisions of the By-Laws, the Owner or Owners of each Unit shall be entitled to cast a vote equal to its Percentage Interest on any matter to which an Owner is entitled to vote pursuant to this Declaration.

4.4. Formula. The formula for determining the percentages set forth in Sections 4.1, 4.2 and 4.3 hereof is based on calculating the number of square feet in each Unit and by assigning a common square footage to all Units within the same category and comparing that number of square feet to the total number of square feet in all of the Units on the following basis:

(a) One bedroom Units with a total area of less than 900 square feet shall be deemed to contain 730 square feet (the average square footage of the 22 Units containing less than 900 square feet);

(b) One and two bedroom Units with a total area between 900 and 1299 square feet shall be deemed to contain 1,134 square feet (the average square footage of the 26 Units containing between 900 and 1299 square feet); and

(c) Two bedroom Units with a total area of 1300 square feet or greater, and all three bedroom Units shall be deemed to contain 1,391 square feet (the average square footage of the 4 Units containing 1300 or more square feet).

ARTICLE V

EASEMENTS

5.1. Covenant Against Partition. The Common Elements, both General and Limited, shall remain undivided and appurtenant to the designated Unit. No Owner of any Unit or any other person shall bring any action for partition or division thereof except as may be provided for in the Act.

5.2. Encroachments. If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, as a result of the construction or repair of a Building, made by or with the consent of the Association, or if any such encroachments shall occur hereafter as a result of settlement or shifting of a Building, a valid easement for the encroachment and for the maintenance of the same, so long as the Building stands, shall exist. In the event a Building, any Unit, any adjoining Unit, or any adjoining Common Element, shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then reconstructed, with the consent of the Association, then any minor encroachment of parts of the Common Elements upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Elements, due to such reconstruction, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the Building shall stand.

5.3. Easements. Each Unit Owner shall have an easement in common with the other Owners to use pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements located in the Common Elements or located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements serving other Units and located in such Unit. Each Unit Owner shall have an unrestricted right of ingress and egress to and from his Unit.

This right of ingress and egress is perpetual and shall be transferred along with the transfer of ownership of the Unit. The Association shall have the right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair, or replace the Common Elements contained therein or elsewhere in the Building, subject, however, to the provision that the work or installation or repair (other than work done by the Owner of a Unit within his own Unit) shall be performed by the Association or its agent.

ARTICLE VI

BUDGET, CHARGES AND ASSESSMENTS

6.1. Charges and Assessments: The Association, acting by and through its Board of Directors, shall manage, operate and maintain the Condominium and, for the benefit of the Units and the Owners thereof, shall enforce the provisions hereof and shall pay as a Common Expense, the following:

(a) The cost of providing water, sewer, garbage and trash collection, electrical, gas and other necessary utility service for the Common Elements and, to the extent that the same are not separately metered or billed to each Unit, for the Units;

(b) The cost of fire, extended coverage and liability insurance on the Condominium and the cost of such other insurance as the Association may effect;

(c) The cost of the services of a person or firm to manage the Condominium to the extent deemed advisable by the Board of Directors together with the services of such other personnel as the Board of Directors shall consider necessary for the operation of the Condominium;

(d) The cost of providing such legal and accounting services as may be considered necessary to the operation of the Condominium;

(e) The cost of painting, maintaining, replacing, repairing and landscaping the General Common Elements (and the Limited Common Elements to the extent provided in Section 8.4 hereof) and such furnishings and equipment for the Common Elements as the Board of Directors shall determine are necessary and proper and the Board of Directors shall have the exclusive right and duty to acquire the same; provided, however, that nothing herein contained shall require the Board of Directors or the Association to paint, repair, or otherwise maintain the interior of any Unit or any fixtures, appliances, or equipment located therein;

(f) The cost of any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like, which the Association is required to secure or pay for by law, or otherwise, or which in the discretion of the Board of Directors shall be necessary or proper for the operation of the Common Elements.

(g) The cost to maintain or repair any Unit in the event that the Association, Board of Directors, through their duly authorized agents or employees repairs or maintains any unit in accordance with the provisions of Section 8.2 hereof, provided that such cost shall be assessed as a special assessment against the Unit so maintained or repaired, unless such cost is covered by insurance carried by the Association.

(h) Any amount necessary to discharge any lien or encumbrance levied against the Condominium, or any portion thereof, which may, in the opinion of the Board of Directors, constitute a lien against any of the Common Elements rather than the interests of the Owner of any individual Unit.

6.2. <u>Preparation and Approval of Budget</u>:

(a) <u>Preparation</u>: Each year on or before the first Tuesday in March, the Board of Directors shall adopt a budget for the Condominium containing an estimate of the total amount which it considers necessary and required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Condominium and the rendering to the Unit Owners of all related services as provided in Section 1 of this Article.

(b) <u>Notice of Proposed Budget</u>: The Board of Directors shall send to each Unit Owner a copy of the budget on or before the first Tuesday in February, preceding the fiscal year to which the budget applies, and the assessment shall set forth separately such Unit Owner's share of the total assessment allocated to normal and recurring expense of administration, management, operation and repair, and the amount of the total assessment allocated to each category of reserves included in the budget. Said budget shall constitute the basis for determining each Unit Owner's contribution for the Common Expenses.

(c) Meeting to Approve Budget: The Board of Directors shall call a meeting of the Association to approve the budget as required by Section 34-36.1-3.03 of the Act.

(d) Failure to Adopt Budget: The failure or delay of the Board of Directors to prepare or adopt the annual budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his allocable share of the Common Expense as herein provided, whenever the same shall be determined, and in the absence of any annual budget or adjusted budget, each Unit Owner shall continue to pay the monthly charge at the then existing monthly rate established for the previous fiscal period until such new annual or adjusted budget shall have been mailed or delivered and thereafter all subsequent monthly payments shall be as provided by such new annual or adjusted budget.

(e) Increase in Annual Assessment: The Board of Directors may increase or decrease the Annual Assessment at any time during the year in which it is payable, provided that the Board of Directors shall give not less than twenty (20) days' prior written notice to each Unit Owner of such increase. Without the approval of two-thirds of the Owners given at a meeting of the Association, the Annual Assessment assessed against a particular Unit shall not be more than one hundred twenty-five percent (125%) times the Annual Assessment assessed against such Unit for the previous year.

6.3. Assessment and Payment of Common Charges. Based upon the budget adopted as aforesaid, the Board of Directors shall assess each Unit its Percentage Share of the Common Expenses set forth on Exhibit C to the Declaration. Each such assessment shall be a lien against the Unit to which it applies and all Unit Owners shall be obligated to pay the Common Expenses so assessed by the Board of Directors in twelve (12) equal monthly installments on the first day of each month beginning with the first day of the first month of the fiscal year for which the budget applies or at such other time or times as the Board of Directors shall determine. Any amount accumulated in excess of the amount required for actual expenses and reserves shall in the discretion of the Board of Directors either be returned to the Unit Owners as Common Profit or applied to the reduction of the next monthly installment or installments due from the Unit Owners under the current fiscal year's budget until exhausted. Notwithstanding the foregoing, the Board of Directors may require an Owner to deposit with the Association up to an amount equal to two additional monthly installments which sum shall be held without interest by the Association as a reserve to be used for such Owner's monthly installments and for working capital. Such an advance shall not relieve an Owner from making regular monthly installments as the same come due. Upon the transfer of a Unit, the Unit Owner shall be entitled to a credit from his transferee for any unused portion thereof.

6.4. Reserves. The Declarant shall establish a reserve at least equal to two (2) months' estimated common charges for each Unit. Any amounts paid into this reserve shall not be considered as advance payments of any portion of the Annual Assessment. Each Unit's share of the reserve collected at the time the sale of the Unit is closed shall be transferred to the Association for deposit in a segregated fund as herein described. Within sixty (60) days after the closing has been held for the first Unit, the Declarant shall pay each unsold Unit's share of the reserve to the Association. The Declarant shall thereafter reimburse itself for this payment from the funds collected at the closings when the unsold Units are sold. Subject to the provisions of Section 6.2 hereof, the Board of Directors shall build up and maintain reasonable reserves for working capital, operations, contingencies and replacements. All funds accumulated for reserves shall be kept in a separate bank or investment account or, segregated from the general operating funds, and if the Board of Directors deems it advisable, funds accumulated for each type of reserve shall be kept in a separate bank or investment account, identified by reference to the specific category of reserve. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be paid for first from such reserves. Except where an emergency requires an expenditure to prevent or minimize loss from further damage to, or deterioration of the Common Elements, reserves accumulated for one purpose may not be expended for any other purpose unless approved by the Association.

6.5. Special Assessments. In addition to the regular assessments authorized by this Declaration and in addition to the special assessments provided for in Section 8.2 hereof or elsewhere in this Declaration, the Association may levy in any assessment year a special assessment or assessments against one or more Units, applicable to that year only, for the purposes of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement located upon the Condominium, including the necessary fixtures and personal property related thereto, or for such other purpose as the Board of Directors may consider appropriate, provided that with respect to an assessment covering all the Units two-thirds (2/3) of the Unit Owners assent to such assessment in writing or at a duly called meeting of the Association, the notice of which shall have set forth the purpose of the meeting.

6.6. Acceleration of Installments. Upon default in the payment of any one or more installments of any assessment levied pursuant to this Declaration, the entire balance of said assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

6.7. Default in Payment of Assessment. Upon default in the payment of any assessment the amount due and payable shall become a lien on the Unit owned by the defaulting Unit Owner and the delinquent Unit Owner shall be obligated to pay interest at the maximum legal rate on such charges from the due date thereof to the date of payment together with all expenses, including attorneys' fees, incurred by the Board of Directors in any proceeding brought to collect such unpaid assessment and if any such delinquent assessment (including accelerated installments) is not paid within thirty (30) days after written notice and demand is made, the Association or Board of Directors shall be entitled to enforce the payment of said lien according to the laws of the State of Rhode Island.

The Board of Directors may post a list of Unit Owners who are delinquent in the payment of any assessment or other fees which may be due, including any installment thereof which becomes delinquent, in any prominent location within the Condominium.

The Board of Directors shall notify the holder of any mortgage secured on a Unit for which any assessment levied pursuant to this Declaration becomes delinquent for a period in excess of sixty (60) days and in any other case where the Owner of such Unit is in default with respect to the performance of any other obligation hereunder for a period in excess of thirty (30) days and in any case where any suit or other action to enforce any obligation of any Owner is undertaken by the Board of Directors, provided the holder of such lien has previously notified the Board of Directors that it is the holder of a lien on such Unit, but failure to give any such notice shall not affect the validity of the lien for any assessment levied pursuant to this Declaration.

6.8. Priority of Lien. The lien for a delinquent assessment shall have the priority specified by Section 34-36.1-3.16 of the Act.

ARTICLE VII

INSURANCE

7.1. Insurance Coverage. The Board of Directors shall obtain and maintain, to the extent reasonably available, the following insurance coverage:

(a) Master policies of standard "all risk" insurance, including fire and extended coverage and casualty or physical damage insurance, with endorsements for "agreed amount", inflation guard, and construction code coverage, as necessary and applicable, with a maximum deductible amount as the lesser of $10,000 or 1% of the policy face amount, and in an amount equal to 100% of the current replacement cost of the Condominium, including each Unit and all Common Elements (exclusive of foundations, land, and excavations). The policies shall also cover fixtures, equipment, machinery and supplies maintained for the service of the Condominium, and fixtures, improvements, alterations, and equipment within the Units, and such coverage shall insure against loss or damage by fire or other hazards or risks as the Board of Directors from time to time in its discretion shall determine to be appropriate, including but not limited to vandalism, malicious mischief, windstorm, water damage, machinery explosion or damage, but not including the furniture, furnishings or other personal property of the Unit Owners, unless such property is mortgaged, and not including improvements made within a Unit by the Unit Owner thereof subsequent to the first sale of such Unit by the Declarant, as to which it shall be the separate responsibility of the Unit Owners to insure; and

(b) Flood Insurance, with coverage (i) for buildings in an amount equal to 100% of the insurable value of the Common Elements and Property, including any machinery and equipment that are part of the Buildings, and (ii) for contents in an amount equal to 100% of the insurable value of all contents, including machinery and equipment not part of the Buildings, that are Common Elements, with a maximum deductible of the lower of $5,000 or 1% of the applicable amount of coverage. The policy shall include a condominium association endorsement; and

(c) Comprehensive public liability insurance with a "Severability of Interest" endorsement of at least $1,000,000 for personal injury and property damage coverage, which shall cover any claims of any Unit Holder resulting from the operation, maintenance or use of the Common Elements, or resulting from law suits related to employment contracts in which the Association is a party; and

(d) Workmen's compensation insurance to the extent necessary to comply with any applicable law; and

(e) Fidelity insurance covering losses resulting from dishonest or fraudulent acts committed by the Association's directors, managers, trustees, employees, or volunteers. The coverage shall equal the maximum amount of funds in the Association's custody at any one time, but must be no less than twenty-five percent (25%) of the Annual Assessment on the entire Condominium Project plus reserves. The Association must be named as the insured.

(f) Such other policies of insurance, including insurance for other risks of a similar or dissimilar nature, as are or shall hereafter be required by law or which may be considered appropriate by the Board of Directors.

7.2. <u>Insurance Limitations</u>. Any insurance obtained pursuant to the requirements hereof shall be subject to the following provisions to the extent available:

(a) All policies shall be written with a company or companies licensed to do business in the jurisdiction where the Condominium is located with a rating equal or comparable to a rating of "A" or better in Best's Insurance Guide;

(b) Exclusive authority to negotiate losses under said policies shall be vested in the Board of Directors or its authorized representative, including any trustee with which the Association may enter into any Insurance Trust Agreement, or any successor trustee, each of which shall be herein elsewhere referred to as the "Insurance Trustee", provided, however, that no loss under any insurance policy shall be compromised or settled, either by the Board of Directors or the Insurance Trustee, without the prior written consent of the mortgagee holding the first mortgage on the Unit for which such claim has been made;

(c) The insurer shall not be entitled to contribution against casualty insurance which may be obtained by a Unit Owner in accordance with Section 7.3 hereof;

(d) All policies shall provide that such policies may not be cancelled, or substantially modified without at least ten (10) days prior written notice to any and all insureds named thereon, including any and all mortgagees of the Units.

(e) All policies of casualty insurance shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Board of Directors (or any Insurance Trustee);

(f) All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Condominium, the Board of Directors, the Owners and/or their respective agents, employees or invitees, and of any defenses based upon co-insurance or invalidity arising from the acts of the insured;

(g) All policies shall contain the standard mortgagee clause, except that any loss or losses payable to named mortgagees shall be payable in the manner hereinafter set forth in this Article. Such mortgagee clause shall provide for notice in writing to the mortgagee of any loss paid as aforesaid.

7.3. Individual Insurance Policies. Each Owner (and the holder of any mortgage thereon) may obtain additional insurance (including a "Condominium Unit-Owner's Endorsement" for improvements and betterments to the Unit made or acquired at the expense of the Owner) at his own expense. Such insurance shall be written by the same carrier as that purchased by the Board of Directors pursuant to this Article or shall provide that it shall be without contribution as against the same. Such insurance shall contain the same waiver of subrogation provision as that set forth in Section 7.2(f) of this Article. The Declarant recommends that each Owner obtain, in addition to the insurance hereinabove provided to be obtained by the Board of Directors, a "Condominium Homeowners Policy", or equivalent, to insure against loss or damage to personal property used or incidental to the occupancy of his Unit, additional living expense, plate glass damage, vandalism or malicious mischief, theft, personal liability and the like. Such policy should include a "Condominium Unit Owner's Endorsement" covering losses to improvements and betterments to the Unit made or acquired at the expense of the Owner.

7.4. Endorsement, Etc. The Board of Directors, at the request of any Owner or at the request of the mortgagee of any such Unit, shall promptly obtain and forward to such Owner or mortgagee (a) an endorsement to any of the policies aforementioned in this Article showing the interest of such Owner or mortgagee as it may appear; and (b) certificates of insurance relating to any of such policies; and (c) copies of any such policies, duly certified by the insurer or its duly authorized agent; and (d) proof of payment of premium for any such policy or policies; and the Board of Directors may, at its discretion, make a nominal charge for furnishing such information, except for the initial request for such information.

7.5. Insurance Trustee. All insurance policies purchased by the Board of Directors shall be for the benefit of the Association and the Owners and the mortgagees of the Units as their respective interests may appear, and shall provide that all proceeds covering property losses shall be paid to any trustee with which the Association may enter into an Insurance Trust Agreement, or any successor trustee (the "Insurance Trustee"), or if there is no Insurance Trustee, to the Board of Directors. Such Insurance Trustee shall be any bank with trust powers or any other qualified subsidiary of a bank or savings and loan association, as may be designated by the Board of Directors. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes herein elsewhere provided.

7.6. Distribution of Insurance Proceeds. Proceeds of insurance policies received by the Insurance Trustee or the Board of Directors shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) Expense of the Trust. All customary expenses of the Insurance Trustee, if any, shall be first paid or provision made therefor.

(b) Reconstruction or Repair. In the event the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as herein elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to or credited to the Owners in accordance with the Act.

This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

(c) When Damaged Area is not to be Restored. In the event it is determined in the manner herein elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, then the remaining proceeds shall be paid to the Unit Owners in accordance with the Act. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

7.7. Repair or Reconstruction after Fire or Other Casualty.

(a) In the event of damage to or destruction of the Condominium as a result of fire or other casualty (except as provided in the Act), the Board of Directors shall arrange for the prompt repair and restoration of the damaged area, substantially in the same condition which existed prior to the damage (including any damaged Units, and any kitchen or bathroom fixtures initially installed therein but not including any decorations or coverings on any wall, ceiling or floor or any furniture, furnishings, fixtures or equipment installed in the Units to the extent covered by an insurance policy), and the Board of Directors shall, under the direction of the Insurance Trustee, if any, arrange for the disbursement of the proceeds of all insurance policies. If the proceeds of insurance are insufficient to defray the estimated costs of reconstruction and repair, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, an assessment shall be made against each Unit Owner for damage to the Common Elements in sufficient amounts to provide funds for the payment of such costs. Such assessments against Unit Owners shall be in proportion to the Owner's respective Percentage Interests in the Common Elements. Said fund shall be paid to the Insurance Trustee, or if none to the Board of Directors, for disbursement as hereinafter set forth.

(b) Immediately after a casualty causing damage to property for which the Board of Directors has the responsibility of restoration and repair, the Board of Directors shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. For damage in excess of $10,000, the Board of Directors shall retain the services of a public adjuster. Such costs may include professional fees and premiums for such bonds as the Insurance Trustee may reasonably require.

(c) The proceeds of insurance collected on account of casualty, and the sums received from collection of assessments against Unit Owners on account of such casualty, if any, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner

(1) if the amount of the estimated costs of reconstruction is less than Ten Thousand Dollars ($10,000.00), then the construction fund shall be disbursed in payment of such costs upon order of the Board of Directors, provided, however, that upon request of a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided in the following paragraph (2);

(2) if the estimated cost of reconstruction and repair of the Buildings or other improvements is more than Ten Thousand Dollars ($10,000.00), then the construction fund shall be disbursed in payment of such costs upon approval of an architect qualified to practice in Rhode Island and employed by the Association to supervise such work, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of services and materials furnished by various contractors, subcontractors, materialmen, the architect, or other persons who have rendered services or furnished materials in connection with the work, (a) that the sums requested by them in payment are justly due and owing and that said sums do not exceed the value of the services and materials furnished; (b) that there is no other outstanding indebtedness known to the said architect for the services and materials described; and (c) that the cost as estimated by said architect for the work remaining to be done subsequent to the date of such certificate, does not exceed the amount of the construction fund remaining after payment of the sum so requested.

(d) Restoration not Required. In the event that the damage is not to be repaired as provided by Section 34-36.1-3.13(h) of the Act, the provisions of that Section and Section 34-36.1-2.18, as the case may be, shall govern future actions.

ARTICLE VIII

OPERATION OF THE PROPERTY

8.1. Abatement and Enjoinment of Violation by Unit Owners. The breach of any provision of the Rules and Regulations, this Declaration or the By-Laws shall give the Board of Directors or their authorized agents, the right, in addition to any other rights set forth in this Declaration or the By-Laws, to enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof; and the Board of Directors shall not thereby be deemed guilty in any manner of trespass, provided, judicial proceeding shall be instituted before any items of construction can be altered or demolished.

8.2. Access at Reasonable Times. For the purpose solely of performing any of the repairs or maintenance, or inspections for same, required or authorized herein, or in the event of a bona fide emergency involving illness or potential danger to life or property, the Association, the Board of Directors through their duly authorized agents or employees, shall have the right, after reasonable efforts to give notice to the Unit Owner or occupant or without notice in the event of an emergency, to enter any Unit at any hour considered to be reasonable under the circumstances. In the event the Association, Board of Directors, any manager or managing agent maintains or repairs any Unit in accordance herewith, the cost thereof shall constitute a special assessment against such Unit unless the cost is covered by insurance carried by the Association.

8.3. Easements for Utilities and Related Purposes. The Board of Directors and, until the Termination of Control Date, the Declarant acting individually are authorized and empowered to grant (and shall from time to time grant) such licenses, easements and/or rights-of-way for sewer lines, water lines, electrical cables, telephone cables, gas lines, storm drains, underground conduits and/or such other purposes related to the provision of public utilities to the Condominium as may be considered necessary and appropriate by the Board of Directors for the orderly maintenance, preservation and enjoyment of the Common Elements or for the preservation of the health, safety, convenience and/or welfare of the Owners. The Board of Directors with the approval of a majority of Owners may grant utility easements under, over or across the Common Elements for the benefit of other persons.

8.4. Maintenance and Repairs.

(a) Units. Except for maintenance requirements herein imposed on the Association, each Owner shall maintain, repair and replace at his own expense, the interior of his Unit and any and all equipment, appliances, or fixtures therein situated, in good order, condition and repair, and in a clean and sanitary condition, and shall do all redecorating, painting and the like which may at any time be necessary to maintain the good appearance of his Unit. Each Owner shall be liable for damages, liabilities, costs and expenses, including reasonable attorneys fees, caused by or arising out of his failure to perform any such maintenance or repair work.

(b) Windows and Doors. Notwithstanding the foregoing subsection 8.4(a) the Board of Directors may resolve that the exterior surfaces of all windows and/or entry doors of the Units shall be cleaned and maintained as a Common Expense in accordance with a schedule, determined by the Board of Directors.

(c) Limited Common Elements. Each Unit Owner shall maintain in a neat, clean and sanitary condition any Limited Common Element other than outdoor Parking Spaces reserved for the benefit of his Unit alone. The Association shall paint or stain and make all repairs and replacements to such Limited Common Elements as a Common Expense.

(d) General Common Elements. The cost of all maintenance, repairs, and replacements to the General Common Elements shall be charged by the Board of Directors as a Common Expense to all of the Owners.

(e) Negligence, etc. of Unit Owner. Any expense incurred by the Board of Directors in carrying out its responsibilities under subsections 8.4(b), (c) or (d) necessitated by the negligence, misuse or neglect of a Unit Owner, to the extent not paid for by insurance, shall be charged to such Unit Owner.

8.5. Additions, Alterations or Improvements by the Board of Directors. The Board of Directors may cause any additions, alterations or improvements to the Common Elements, provided that any such work which costs in excess of One Thousand Dollars ($1,000.00), shall be approved by a majority of the Unit Owners. The Board of Directors shall assess one or more of the Unit Owners for the cost thereof in accordance with subsection 6.1(f) hereof.

8.6. Additions, Alterations or Improvements by Unit Owners. No Unit Owner shall make any structural addition, alteration, or improvement in or to his Unit, or the Common Elements, without the prior written consent thereto of the Board of Directors. The Board of Directors shall have an obligation to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Owner's Unit, within thirty (30) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board of Directors to the proposed addition, alteration or improvement. Notwithstanding the foregoing no Unit Owner shall do any work or make any alterations or changes which would jeopardize the soundness or safety of the Property, reduce its value or impair any hereditament, without in every such case the prior unanimous written consent of all other Unit Owners. The Board of Directors may impose such other terms, conditions and restrictions in connection with any additions, alterations or improvements by any Unit Owners which are approved by the Board of Directors. All such work shall be performed and completed in good and workmanlike condition and of quality at least equal to present construction.

8.7. Use of Common Elements. Notwithstanding anything to the contrary contained herein, the ownership of the General Common Elements and the right to use the same by each of the Owners, his lessees, invitees and guests shall at all times be and remain subject to

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

(b) the right of the Association to (1) limit the number of guests or other persons (except Owners and their lessees) which may use the General Common Elements, (2) charge reasonable admission and other fees for the use of any recreational facilities included in the General Common Elements; (3) suspend with respect to any Owner voting rights and the right to use any such recreational facility for any period during which any Annual Assessment or special assessment as provided for in Section 6.5 of this Declaration remains unpaid and for a period, not to exceed thirty (30) days, for any violation of the Declaration, including the By-Laws and the Rules and Regulations; and (4) fine any Owner for any violation of the Declaration, including the By-Laws and the Rules and Regulations.

8.8. Rules of Conduct. Rules and Regulations concerning the use of the Units and the Common Elements may be promulgated and amended by the Board of Directors with the approval of a majority of the Unit Owners. Copies of such Rules and Regulations shall be furnished by the Board of Directors to each Unit Owner prior to the time when the same shall become effective. Initial Rules and Regulations, which shall be effective until amended by the Board of Directors with the approval of a majority of the Unit Owners, are annexed hereto and made a part hereof as "Schedule A".

8.9. Common Utility Charges. The Board of Directors shall pay all bills for utility services to the Property which are not separately metered as a Common Expense.

8.10. Electricity. Electricity shall be supplied by the public utility company serving the area directly to each Unit through a separate meter and each Owner shall be required to pay the bills for the electricity consumed or used in his Unit. The electricity for the General Common Elements shall be separately metered and the Board of Directors shall pay all bills for such Common Expense.

ARTICLE IX

DECLARANT

9.1. Management of Property. Until the Termination of Control Date, the Association shall appoint the Declarant as agent for the Association in the management of the Property at a rate of compensation which is competitive within the State of Rhode Island. Such compensation or fee, if any, shall constitute a Common Expense.

9.2. Sales, etc. by Declarant. Notwithstanding any provision in the Declaration (including the By-Laws) to the contrary 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.

9.3. Development Rights. Notwithstanding any provision in the Declaration (including the By-Laws) to the contrary,

(a) Until all Units have been sold in the ordinary course of business or until seven (7) years from the date hereof, whichever occurs first, the Declarant shall have the right to maintain and relocate from time to time, an office, management office and/or model, post signs and to take such other action on the Property (other than in Units which have been sold) and to apply for such zoning and other governmental approvals and permits as it may deem desirable in connection with the development and construction of the Property or any part thereof and the sale of any Unit;

(b) Until seven (7) years from the date on which the first deed to a Unit is recorded the Declarant reserves the right to (i) construct additional improvements on the Property, including the creation of up to seventy-eight (78) additional Units (however, not more than 130 Units in the aggregate) and up to eleven (11) Buildings in the aggregate and (ii) to construct a swimming pool and clubhouse or shelter associated therewith. Declarant makes no warranty or representation that any additional Units, Buildings or Common Elements will be built. Such development rights may be exercised with respect to different portions of the Property at different times; and

(c) The Declarant reserves all "special declarant rights" set forth in Section 34-36.1-1.03 (23) of the Act or as may in the future be created. The Declarant shall have an easement through the Common Elements as may be reasonably necessary for discharging its obligations or exercising its rights.

9.4 Reservation of Control of Association. Until the Termination of Control Date, the Declarant reserves the right, exercised in its sole discretion, to elect certain members of the Board of Directors as more fully set forth in Article III hereof.

ARTICLE X

AGENT

The Agent for the Condominium and the person authorized to accept service of process as provided by law is Charles F. Rogers, Jr., c/o Edwards & Angell, 2700 Hospital Trust Tower, Providence, Rhode Island 02903. The Board of Directors may from time to time designate a successor Agent and same shall be evidenced by an instrument duly executed by the Secretary of the Association and Recorded.

ARTICLE XI

MISCELLANEOUS

11.1. Construction and Enforcement. The provisions hereof shall be liberally construed to achieve the purpose of creating a uniform plan for the operation of a Condominium Project. Violation of any of the terms of this Declaration, including the By-Laws and the Rules and Regulations, shall be grounds for relief which may include, without limiting the same, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, and other relief provided for in this Declaration, or any combination thereof, and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association, the Board of Directors, any managing agent, or any Owner or Mortgagee.

In addition, each Owner or other person violating the terms hereof shall be liable for all court costs and reasonable attorneys fees incurred by the Association, Board of Directors, any managing agent and any Owner relating to such violation. The failure or forebearance by any person to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action at law or exclusively by recovery of damages.

11.2. Severability. Invalidation of any one of the covenants or restrictions by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

11.3. Amendment. This Declaration may be amended only by the written consent of the Owners of three-fourths of the Percentage Interests in good standing or by the vote of such Owners at a meeting called in accordance with the By-Laws, except as hereinafter provided:

(a) The By-Laws and Regulations may be amended as provided in the By-Laws.

(b) Except as provided elsewhere in the Declaration, no amendment shall change the Percentage Interest, common expense liability, voting strength, boundaries, or permitted use of any Unit without the approval of all Unit Owners and Mortgagees in writing or by vote (in person or by proxy) at a meeting called in accordance with the By-Laws.

(c) Until the Termination of Control Date, the Declaration may not be amended without the written consent of the Declarant and any Mortgagee which holds a mortgage on the Units owned by the Declarant.

(d) No modification or amendment of this Declaration which would render it contrary or inconsistent with any requirements or the provisions of the Act shall be of any force or effect.

(e) No amendment which impairs the security of any Mortgagee shall be of any force or effect unless the same has been assented to by the holder of such mortgage.

In the event an amendment is approved at a meeting of the Unit Owners, the Secretary shall execute a certified resolution of such vote. Any amendment shall become effective only when the written consent or the certified resolution, as the case may be, is Recorded.

11.4. Captions. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration.

ARTICLE XII

FEDERAL HOME LOAN MORTGAGE CORPORATION COMPLIANCE

In order to comply with the requirements of the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association, notwithstanding anything to the contrary contained in this Declaration or the By-Laws recorded herewith, Declarant and all subsequent Unit Owners hereby agree as follows:

12.1. That in the event any right of first refusal in case of the sale or lease of a Unit is adopted by the Association and the Unit Owners and incorporated in this Declaration or By-Laws, such right of first refusal shall not impair the rights of any Mortgagee to:

(a) foreclose or take title to a Unit pursuant to the remedies provided in the mortgage; or

(b) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or

(c) sell or lease a Unit acquired by the Mortgagee through the procedures set forth in subparagraphs (a) and (b) above.

12.2. That any person who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in a mortgage or by law will not be liable for more than six (6) months of the Unit's unpaid common charges, dues or assessments including, without limitation, special assessments, which accrued prior to the acquisition of title to such Unit by such person, except for Common Expenses for which a notice of lien was Recorded prior to the date such mortgage was Recorded.

12.3. That (except as may be provided in Section 34-36.1-2.19 of the Act) (i) unless the Mortgagees holding mortgages on Units to which sixty-seven percent (67%) of the votes are allocated have given their prior written approval to any action described in subsection (a) of this Section 12.3, or (ii) unless the Mortgagees holding mortgages on Units to which fifty-one percent (51%) of the votes are allocated have given their prior written approval to any action described in subsections (b) through (f) inclusive of this Section 12.3, neither the Unit Owners nor the Association through its Board of Directors by amendment to this Declaration or otherwise, shall be entitled to:

(a) by act or omission, seek to abandon or terminate the Condominium except in the event of substantial destruction of the Condominium premises by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(b) except as provided in Article IV hereof, change the pro-rata interest or obligations of any individual Unit for the purpose of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (ii) determining the pro-rata share of ownership of each Unit in the Common Elements;

(c) partition or subdivide any Unit;

(d) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements, provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium shall not be deemed an action for which any prior approval of a Mortgagee shall be required under this subparagraph;

(e) use hazard insurance proceeds for losses to, or awards for any condemnation of, any property of the Condominium (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such property of the Condominium, except as may be provided by statute in case of a taking of or substantial loss to the Units and/or Common Elements of the Condominium.

(f) amend the provision of the By-Laws which requires the retaining of professional management.

12.4. That in no case shall any provision of this Declaration or the By-Laws give a Unit Owner or any other party priority over any rights of any Mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the Common Elements of the Condominium.

12.5. That any Mortgagee, upon request to the Association, will be entitled to:

(a) written notification of any default by its borrower who is an Owner of a Unit with respect to any obligation of such borrower under the Declaration or By-Laws which is not cured within sixty (60) days;

(b) inspect the books and records of the Association during normal business hours provided that reasonable advance notice is given;

(c) receive an audited annual financial statement of the Association within ninety (90) days following the end of such fiscal year of the Association;

(d) written notice of all meetings of the Association, and be permitted to designate a representative to attend all such meetings; and

(e) prompt written notification from the Association of any damage by fire or other casualty to the Unit or Common Elements upon which the Mortgagee holds a mortgage or proposed taking by condemnation or eminent domain of said Unit or the Common Elements of the Condominium.

(f) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

(g) any proposed action which would require the consent of a specified percentage of Mortgagees.

12.6. That no agreement for professional management of the Condominium or any other contract with Declarant may exceed a term of three (3) years, and that any such agreement shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days' or less written notice.

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.

IN WITNESS WHEREOF the Declarant has executed these presents on the day and year first above written.

ALLENDALE MILL ASSOCIATES LIMITED PARTNERSHIP

By: ______________________
General Partner

STATE OF Rhode Island
COUNTY OF Providence

In Providence in said County of this 26th day of August, 1988, before me personally appeared Barry D. Libert, a general partner of Allendale Mill Associates Limited Partnership, to me known and known by me to be the person executing the foregoing instrument and he acknowledged said instrument by him executed to be his free act and deed, and the free act and deed of said partnership.

____
Notary Public
SHARON D. STEELE

EXHIBIT A

THE MILL AT ALLENDALE CONDOMINIUM BOOK 0219 PAGE 0132

NORTH PROVIDENCE/JOHNSTON

RHODE ISLAND

A certain parcel of land situated in Towns of North Providence and Johnston, Providence County, State of Rhode Island, bounded and described as follows:

Beginning at a railroad spike at the intersection of the westerly sideline of Woonasquatucket Avenue and the southerly sideline of Allendale Avenue;

Thence running southeasterly along the westerly sideline of Woonasquatucket Avenue, a distance of 457.9 feet;

Thence turning an interior angle of 172° 20' and running along the westerly sideline of Woonasquatucket Avenue, a distance of 14.0 feet;

Thence turning an interior angle of 114° 21' 00" and running a distance of 95.06 feet;

Thence turning an interior angle of 152° 13' and running a distance of about 293 feet to the easterly bank of the Woonasquatucket River;

Thence turning and running southerly along the said easterly bank of the Woonasquatucket River down into Lyman Pond;

Thence turning and running westerly across the Woonasquatucket River to the westerly bank of said Woonasquatucket River;

Thence turning and running northerly along the westerly bank of said Woonasquatucket River to the dam at the southerly end of Allendale Pond;

Thence turning and running northwesterly along the westerly bank of said Allendale Pond to the easterly property line of the Narragansett Electric Company;

Thence turning and running less northwesterly by the easterly property line of said Narragansett Electric Company to the westerly bank of the Woonasqatucket River;

Thence running northwesterly by the westerly bank of the Woonasqatucket River to the northerly property line;

Thence turning and running easterly to a stone bound of record on the easterly bank of the Woonasquatucket River;

Thence turning an interior angle of 192° 30' and running easterly, a distance of 103.21 feet to a stone bound of record;

Thence turning an interior angle of 229° 47' and running northeasterly, a distance of 278.55 feet to a stone bound of record;

Thence turning an interior angle of 130° 33' and running easterly to the easterly bank of the Woonasquatucket River;

Thence turning and running southerly and southeasterly along the easterly bank of the Woonasquatucket River and Allendale Pond to the southwesterly corner of land now or formerly of Ettore & M. Saravo;

Thence turning and running along eht southerly property line of land of said Saravo to land now or formerly of Eva L. Lusson;

Thence turning and running southerly to an angle point;

Thence turning an exterior angle of 78° 53' and running easterly, a distance of 49.14 feet;

Thence turning an interior angle of 94° 43" and running southeasterly, a distance of 87.97 feet to the easterly shore of Allendale Pond;

Thence turning and running southerly along the shore of said Allendale Pond to a dam;

Thence running southeasterly along the face of a wall to the southerly sideline of Allendale Avenue;

Thence turning and running easterly along the southerly sideline of said Allendale Avenue, a distance of 162.2 feet to the point of beginning as shown on a plan entitled "Compiled Plan of Land, The Mill at Allendale Condominium, North Providence/Johnston, (Rhode Island)", by Harry R. Feldman, Inc., dated August 19, 1988.

The above described parcel has the benefit of a R.O.W. and easement within Allendale Avenue, a 1/3 rod R.O.W. along the westerly bank of the Allendale Pond and a 12' wide easement north of Allendale Avenue, as shown on the plan.

The above described parcel is subject to a 20' wide perpetual R.O.W. and easement and a gas easement as shown on the plan.

EXHIBIT B

BY-LAWS

OF

THE MILL AT ALLENDALE CONDOMINIUM ASSOCIATION

ARTICLE I

GENERAL PROVISIONS

Section 1.1. Application: The provisions of these By-Laws are applicable to the Condominium and to the use and occupancy thereof. All present and future owners of any freehold or leasehold interest, all occupants or users of the premises, and the agents and servants of any of them are subject to the provisions of the Declaration, these By-Laws, and the applicable laws of the State of Rhode Island. The acceptance of a Deed or the entering into of a lease or the act of occupancy of a Unit shall conclusively establish the acceptance and ratification of these By-Laws, the Rules and Regulations and the provisions of the Declaration, as they may be amended from time to time, by the person so acquiring, leasing or occupying a Unit and shall constitute and evidence an agreement by such person to comply with the same.

1.2. Definitions: Unless it is plainly evident from the context that a different meaning is intended, all terms used herein shall have the same meaning as they are defined to have in the Declaration.

ARTICLE II

ASSOCIATION

2.1. Constitution: There is hereby constituted the Association, which shall be comprised of every Unit Owner within the Condominium. The Association shall be an unincorporated body.

2.2. Powers: The Association shall have all of the powers and may do all the things and acts necessary for and related to the administration of the affairs of the Condominium, not inconsistent with the laws of the State of Rhode Island, including but not limited to the following:

1. To transact its business, and exercise its powers in any State, Territory, District or Possession of the United States.

2. To make contracts and guarantees, incur liabilities and borrow money, sell, mortgage, lease, pledge, exchange, convey, transfer, and otherwise dispose of any part of its property and assets.

3. To acquire by purchase or in any other manner to take, receive, own, hold, use, employ, improve and otherwise deal with any property, real or personal, or any interest therein.

4. To invest its funds and to lend money in any manner appropriate to enable it to carry on the operations or to fulfill the purposes set forth in the Declaration and these By-Laws, and to take and hold real and personal property as security for the payment of funds so invested or loaned.

2.3. Voting: Voting at all meetings of the Association, in person or by proxy, shall be on a Unit basis and a Unit Owner shall be entitled to cast a vote equal to his Percentage Interest as set forth on Exhibit C to the Declaration. In the case of multiple ownership of a Unit, the Owners thereof shall notify the Association in writing who of such Owners shall exercise the right to vote. No lessee, lien holder, mortgagee, pledgee, or contract purchasers shall have any voting rights with respect to the affairs of the Condominium except as expressly provided herein or except as the proxy of the Unit Owner. An Owner shall be deemed to be in "Good Standing" and "entitled to vote" at any annual meeting or at any special meeting of the Association if, and only if, he shall have fully paid all assessments made or levied against him and his Unit by the Directors as hereinafter provided, together with all interests, costs, attorneys' fees, penalties and other expenses, if any, properly chargeable to him and against his Unit, at least three (3) days prior to the date fixed for such annual or special meeting. No vote shall be associated with any Unit if such Unit is owned by the Association and the Association shall not be deemed to be an Owner not in good standing. Unless otherwise provided by the Declaration or the Act, all votes shall be adopted by the vote of a majority of Owners.

2.4. Majority of Owners: As used in these By-Laws, "majority of Owners" means Unit Owners representing at least fifty-one percent of the votes held by Owners in Good Standing and "two-thirds of the Owners" means Unit Owners in Good Standing representing at least two-thirds of the votes held by Owners in Good Standing.

2.5. Quorum: Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of Owners" as defined in Section 2.4 above shall constitute a quorum.

2.6. Proxies: At all meetings of the Association votes may be cast in person or by proxy. Proxies must be filed, in writing, with the Secretary before the appointed time of each meeting, and shall be revocable at any time by written notice to the Secretary by the Owner or Owners so designating; and all such proxies shall be valid only for a maximum period of one hundred eighty (180) days following date of issuance, unless granted to a mortgagee or lessee.

2.7. Mailing Address of Association: The mailing address of the Association shall be, c/o the Resident Agent at the address designated in the Declaration, or at such other address as may be designated from time to time by notices, in writing, to all Unit Owners.

ARTICLE III

ADMINISTRATION

3.1. Association.

A. Association Responsibilities: The Association shall be responsible for the overall policy and administration of the Condominium, but, except as otherwise provided in these By-Laws or by statute, shall act by and through its elected Board of Directors. The Association shall have the responsibility of electing the Board of Directors, seeing that the Board of Directors maintains a current roster of names and addresses of each Unit Owner, prepares an annual budget, establishes monthly assessments and arranges for the management of the Condominium by professionals or otherwise. Except as otherwise provided, decisions and resolutions of the Association shall require approval by a majority of Owners.

B. Place of Meeting: Meetings of the Association shall be held at the principal office of the Condominium or such other suitable place convenient to the Association as may be designated by the Board of Directors.

C. Annual Meetings: The first annual meeting of the Association shall be held on the Termination of

Control Date, or such earlier date as may be determined by the Declarant. Thereafter, the annual meetings of the Association shall be held on the first Tuesday in the month of March of each succeeding year; and if such date shall be a legal holiday then such meeting shall be held on the next succeeding business day. At such meetings there shall be elected, by ballot of the Unit Owners, Directors in accordance with the requirements of Section 3.2 of these By-Laws and the Owners may also transact such other business of the Association as may properly come before them.

D. Special Meetings: It shall be the duty of the President to call a special meeting of the Association when directed to do so by a duly adopted resolution of the Board of Directors or upon presentment to the President or Secretary of a petition signed by Owners holding twenty-five percent (25%) of the votes requesting such a meeting. The notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

E. Notice of Meeting: It shall be the duty of the Secretary of the Association to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and the place where it is to be held, to each Owner of record, at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing or delivery of a notice in the manner provided in this Section shall be considered notice served.

F. Adjourned Meetings: If any meeting of Owners cannot be organized because a quorum has not attended, the Owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called, without notice other than announcement at the adjourned meeting, until a quorum shall be present or represented. At such meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

G. Order of Business: The order of business at all meetings of the Association shall be as follows: (a) roll call, (b) proof of notice of meeting or waiver of notice, (c) reading of minutes of preceding meeting, (d) reports of officers, (e) report of committees, (f) election of Directors, if applicable, (g) unfinished business, and (h) new business.

H. Validity of Contracts: No contract or other transaction between the Association and any other legal entity, and no act of the Association, shall in any way be effected or invalidated by virtue of the fact that any of the Officers or Directors are pecuniarily or otherwise interested in, or are Directors or Officers of such other legal entity.

3.2. Board of Directors.

A. Number and Qualification: The affairs of the Association shall be governed by a Board of Directors composed of not less than three (3) nor more than seven (7) persons. All Directors shall be either Unit Owners or their spouses, or any person designated as a representative by a corporation, partnership, or other entity which is a Unit Owner.

B. Election and Term of Office: Except for the first Board of Directors which shall be elected by the Declarant as provided in paragraph M of this Section 3.2, the Directors shall be elected at each annual meeting of the Association. The term of office shall be fixed for three (3) years provided that the terms of the Directors elected at the first annual meeting of the Association may be individually or collectively shorter or longer than three years as may be established by the vote of the Owners, provided that such terms may not expire later than the fourth annual meeting of the Association. Each Director shall hold office until disqualified or until his successor shall have been elected by the Association.

C. Vacancies: Vacancies in the Board of Directors caused by disqualification or any reason other than removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum of said Board; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

D. Powers and Duties: The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the Association, and such duties shall include but not be limited to the following:

(a) Provide for the operation, care, upkeep, maintenance and surveillance of the Common Elements and services of the Condominium;

(b) Preparation of an annual budget in which there shall be established the contribution of each Owner to the Common Expenses;

(c) Making assessments against the Owners, based upon the annual budget, to defray the costs and expenses of the Condominium, establishing the means and methods of collecting such assessments from the Owners, and establishing the period of the installment payment of such assessments;

(d) Collection of the Annual Assessment from the Unit Owners, including collection by legal means, if necessary;

(e) Designation, hiring, dismissal, and control of the personnel necessary for the maintenance, operation and good working order of the Condominium and the Common Elements;

(f) Adoption and amendment of Rules and Regulations covering the details of the operation and use of the Property, subject to the right of the Owners to over-rule the Board of Directors;

(g) Opening of bank accounts on behalf of the Condominium and designation of signatories required therefor;

(h) Obtaining of insurance for the Property, including the Units pursuant to the provisions of these By-Laws;

(i) Making of alterations, repairs, additions and improvements to, and restoration of the Property in accordance with the other provisions of these By-Laws;

(j) Enforcing by legal means the provisions of the Declaration, these By-Laws and the Rules and Regulations, and bringing any proceedings which may be necessary to institute on behalf of the Owners;

(k) Paying the costs of all authorized services rendered to the Condominium and not chargeable to Owners of individual Units;

(l) Keeping books with detailed accounts, in chronological order, of the receipts and expenditures affecting the Property, and the administration of the Condominium, specifying the maintenance and repair expenses of the Common Elements and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the Unit Owners, their duly authorized agents or attorneys, during general business hours on working days at the times and in the manner that shall be set and announced by the Board of Directors for the general knowledge of the Owners. All books and records shall be kept in accordance with good and accepted accounting practices, and at the request of any Unit Owner, the same shall be audited at least once a year by an outside auditor employed by the Board of Directors who shall not be a resident of the Condominium. The cost of such audit shall be a Common Expense;

(m) To do such other things and acts, not inconsistent with the laws of the State of Rhode Island, and with the Declaration, which it may be authorized to do by a resolution of the Association.

E. Removal of Directors: At any regular or special meeting of the Association duly called, any one or more of the Directors may be removed with or without cause by a majority of the Unit Owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

F. Annual Meeting: The annual meeting of the Board of Directors shall be held immediately following the annual meeting of the Association, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

G. Special Meetings: Special meetings of the Board of Directors may be called by the President or by any two (2) Directors on three (3) business days' notice to each Director. Such notice shall be given personally or by mail, telephone, or telegraph, and such notice shall state the time, place (as hereinabove provided) and the purposes of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and like notice on the written request of one (1) Director.

H. Waiver of Notice: Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

I. Board of Directors' Quorum: At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

J. Fidelity Bonds: The Board of Directors may require that all Officers and employees of the Association handling, or responsible for funds furnish adequate fidelity bonds. The premiums on such bonds shall be a Common Expense.

K. Compensation: No member of the Board of Directors shall receive any compensation from the Condominium for acting as such.

L. Managing Agent: The Board of Directors may employ for the Condominium a professional managing agent at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize, including, but not limited to, the duties listed in Paragraph D of this

Section 3.2. The Declarant or an affiliate of the Declarant may be employed as a managing agent provided that any management contract which provides for the Declarant or its affiliate to be manager and which is approved by the initial Board of Directors appointed by the Declarant may be terminated by the Board of Directors elected at the first annual meeting of the Association.

M. Declarant's Right to Elect Initial Directors: The first Board of Directors shall be appointed by the Declarant and shall consist of three (3) members. The terms of these Directors and their successors designated by Declarant shall terminate upon the election of directors at the first annual meeting of the Association. The Declarant shall have the sole right to remove and replace any member of the initial Board of Directors, which it has a right to appoint. The Declarant shall have the option at any time after the date of the execution of the Declaration to turn over to the Owners the responsibility of electing all or some of the members of the Board of Directors. Notwithstanding the foregoing sentence, the Declarant shall turn over to the Owners the responsibility of electing the Board of Directors in accordance with Section 34-36.1-3.03 of the Act.

ARTICLE IV

OFFICERS

4.1. Designation: The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of which shall be elected by the Board of Directors. The Directors may appoint assistants and such other officers as in their judgment may be necessary. The President and Vice President shall be members of the Board of Directors and all other officers may be, but are not required to be members of the Board of Directors.

4.2. Election of Officers: The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board. Any vacancy in an office shall be filled by the Board of Directors at any of its regular or special meetings.

4.3. Removal of Officers: Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors, or at any special meeting called for that purpose.

4.4. President: The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of President of an organization, including but not limited to the power to appoint committees from among the Owners from time to time as he may in his discretion decide to be appropriate to assist in the conduct of the affairs of the Association.

4.5. Vice President: The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint a member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be assigned to him by the Board of Directors.

4.6. Secretary: The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall count votes at all meetings of the Association and the Board of Directors, and in general perform all the duties incident to the office of Secretary.

4.7. Treasurer: The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors. The Board may arrange for an external annual audit of the fiscal records of the Association.

4.8. Agreements, Contracts, Etc.: All agreements, deeds, contracts, leases and other instruments of the Condominium shall be executed by the President or Vice President and Secretary or Treasurer or such other person or persons as the Board of Directors may designate.

4.9. Compensation of Officers: No officer shall receive any compensation from the Condominium for acting as such.

ARTICLE V

LIABILITY AND INDEMNIFICATION

OFFICERS AND BOARD OF DIRECTORS

The officers and Board of Directors shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the officers and directors from and against all contractual liability to others arising out of contracts made by any officer or the Board of Directors on behalf of the Unit Owners unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these By-Laws. It is intended that the officers and the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Unit Owners. It is also intended that the liability of any Unit Owner arising out of any contract made by the officers or the Board of Directors or out of the aforesaid indemnity in favor of the officers and the Board of Directors shall be limited to such proportion of the total liability thereunder as his Percentage Interest bears to the Percentage Interests of all of the Unit Owners. Every agreement made by the officers and the Board of Directors on behalf of the Unit Owners shall, if obtainable, provide that the officers and the members of the Board of Directors, as the case may be, are acting only as agents for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his Percentage Interest bears to the Percentage Interests of all Unit Owners. The Unit Owners shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that he is or was a director, or officer, against expenses (including attorneys' fees), fines and amounts paid in settlement incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in the best interest of the Unit Owners.

Neither the Association nor the Board of Directors shall be liable for any failure to obtain or provide services to or for any Unit, or for injury or damage to person or property caused by the elements or by the Owner of any Unit, or any other person, or resulting from electricity, water, snow or ice which may leak or flow from any portion of the Common Elements or from any wire, pipe, drain, conduit, appliance or equipment. The Association and the Board of Directors shall not be liable to the Owner of any Unit for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Common Elements. No diminution or abatement of Common Expense Assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Elements, or to any Unit, or from any action taken by the Association or the Board of Directors to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

ARTICLE VI

MORTGAGEES

6.1 Record of Mortgagees: The Board of Directors shall keep an accurate record of each mortgagee of a Unit who notifies the Board of Directors in writing that said mortgagee is the holder of a mortgage secured by one or more Units and such records shall contain at least the name and address of the mortgagee, the Unit upon which the lien is secured and the date of receipt of notice of said lien.

6.2 Notice of Unpaid Assessments: The Board of Directors, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid assessments due from, or any other default by, the Owner of the mortgaged Unit.

6.3 Notice of Default: The Board of Directors, when giving notice to a Unit Owner of a default in paying Annual Assessments or other default, shall send a copy of such notice to each mortgagee covering such Unit whose name and address has theretofore been furnished to the Board of Directors.

6.4 Examination of Books: Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Condominium at reasonable times, on business days, provided that reasonable advance notice has been given.

ARTICLE VII

DECLARANT

7.1 Management of Property: Until the Termination of Control Date, the Declarant shall require the Association to appoint the Declarant as agent for the Association in the management of the Property at a rate of compensation which is competitive within the State of Rhode Island. Such compensation or fee, if any, shall constitute a Common Expense.

7.2 Payment of Assessments: Notwithstanding any provision in the Declaration or these By-Laws to the contrary, the Declarant shall not be required to pay any Annual Assessment or special assessment with respect to any Unit owned by the Declarant, except a Unit reacquired by the Declarant after the initial conveyance thereof or except a Unit leased by the Declarant to another person, and no assessment shall be owed with respect to any Unit so long as such Unit is used exclusively by the Declarant as a sales office or model unit, whether or not such Unit is owned by the Declarant; provided, however, the Declarant shall provide such amounts until all Units are sold or leased by Declarant as it in its sole discretion may deem necessary for the efficient operation, management and maintenance of the Property if assessments paid by the Owners are not sufficient for the purpose.

7.3 Sales, etc. by Declarant: Notwithstanding any provision in the Declaration or these By-Laws to the contrary, 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.

7.4 Development Rights: Notwithstanding any provision in the Declaration or these By-Laws to the contrary, 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 and construction of the Property or any part thereof and the sale of any Unit.

7.5 Reservation of Control of Association: Until the Termination of Control Date, the Declarant reserves the right, exercised in its sole discretion, to elect certain members of the Board of Directors as more fully set forth in Article III hereof.

ARTICLE VIII

COMPLIANCE - SEVERABILITY

These By-Laws are set forth to comply with the requirements of the Act. In case any of the By-Laws conflict with the provisions of the Act, the provisions of the Act shall apply. If any provisions of these By-Laws or any Section, sentence, clause, phrase, or word or the application thereof in any circumstance is held invalid, the validity of the remainder of these By-Laws shall not be affected thereby and to this end, the provisions hereof are declared to be severable.

ARTICLE IX

NO SEVERANCE OF OWNERSHIP

No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the appurtenant interest, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more such interests without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the appurtenant interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the appurtenant interests of all Units, except insofar as permitted by the Act.

ARTICLE X

MISCELLANEOUS

10.1. 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 these By-Laws, or the intent of any provision thereof.

10.2. Gender: The use of the masculine gender in these By-Laws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, whenever the context so requires.

10.3. Waiver: No restriction, condition, obligation, or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

10.4. Notices: All notices hereunder shall be sent by registered or certified mail to the Board of Directors c/o the managing agent or if there be no Managing agent to the office of the Board of Directors or to such other address as the Board of Directors may hereafter designate from time to time by notice in writing to all Unit Owners and to all mortgagees of Units. All notices of any Unit Owner shall be sent by regular mail to Unit addresses or such other address as may have been designated by them in writing to the Board of Directors. All notices to mortgagees of Units shall be sent by regular mail to their respective addresses, as designated by them, from time to time, in writing, to the Board of Directors. All notices shall be deemed to have been given when mailed.

ARTICLE XI

AMENDMENTS TO BY-LAWS

11.1. Amendments: Except as otherwise provided in the Declaration or this Article, these By-Laws may be amended either (i) by an affirmative vote of the Owners of two-thirds of the Percentage Interests in good standing at any annual or special meeting, as evidenced by a certified resolution of such vote executed by the Secretary of such meeting, provided that notice of the proposed amendment shall have been given to each Unit Owner at least fifteen (15) days in advance of such meeting or (ii) pursuant to a written instrument duly executed by the Owners of two-thirds of the Percentage Interests in good standing.

11.2. Recording: An amendment of these By-Laws shall become effective only when such certified resolution or written instrument referred to in Section 11.1 hereof is Recorded.

11.3. Conflicts: No modification or amendment of these By-Laws may be adopted which shall violate the provisions of the Act. A modification or amendment once adopted and recorded as provided for herein shall then constitute part of the official By-Laws of the Condominium, and all Owners shall be bound to abide by such modification or amendment.

11.4. Approval of Mortgagees: Any provision in these By-Laws which is stated to be for the benefit of mortgagees may be amended only if the written consent of the mortgagee or mortgagees holding first mortgages on seventy-five percent (75%) or more of the Units encumbered by first mortgages is obtained.

11.5. Approval of Declarant: Until the Termination of Control Date, these By-Laws may not be amended without the prior written approval of the Declarant.

THE MILL AT ALLENDALE CONDOMINIUM

EXHIBIT C

BOOK 0219 PAGE 0149

INTEREST IN COMMON ELEMENTS

AND COMMON EXPENSES AND VOTING RIGHTS

Unit No.	Percentage Interest in Common Elements and in Common Expenses	Votes
106	2.2188	2.2188
107	2.2188	2.2188
108	1.4283	1.4283
109	1.4283	1.4283
110	1.4283	1.4283
111	1.4283	1.4283
112	1.4283	1.4283
113	1.4283	1.4283
114	2.2188	2.2188
115	2.2188	2.2188
116	1.4283	1.4283
117	1.4283	1.4283
118	2.2188	2.2188
119	2.2188	2.2188
120	2.2188	2.2188
121	2.2188	2.2188
206	2.2188	2.2188
207	1.4283	1.4283
208	1.4283	1.4283
209	1.4283	1.4283
210	1.4283	1.4283
211	1.4283	1.4283
212	1.4283	1.4283
213	1.4283	1.4283
214	2.2188	2.2188
215	2.2188	2.2188
216	1.4283	1.4283
217	1.4283	1.4283
218	2.2188	2.2188
219	2.2188	2.2188
220	2.2188	2.2188
221	2.2188	2.2188
406	2.2188	2.2188
407	2.2188	2.2188
408	1.4283	1.4283
409	1.4283	1.4283
410	2.2188	2.2188
411	2.2188	2.2188

Unit No.	Percentage Interest in Common Elements and in Common Expenses	Votes
412	2.2188	2.2188
413	2.2188	2.2188
414	2.7216	2.7216
415	2.7216	2.7216
416	2.7216	2.7216
417	2.7216	2.7216
418	2.2188	2.2188
419	2.2188	2.2188
420	2.2188	2.2188
421	1.4283	1.4283
422	2.2188	2.2188
423	2.2188	2.2188
424	1.4283	1.4283
425	1.4283	1.4283

EXHIBIT D

LIMITED COMMON ELEMENTS

<u>Parking Spaces</u>. Each one bedroom Unit shall have one (1) Parking Space associated with it; each two and three bedroom Unit shall have two (2) Parking Spaces in the parking lot shown on the Survey associated with it. The location and allocation of these Parking Spaces shall be determined by the Declarant, until the Termination of Control Date, and thereafter by the Board of Directors, from time to time. To the extent that any such Parking Spaces are not being utilized by the then current Unit Owner, then the Declarant or the Board of Directors may from time to time temporarily reallocate such Parking Spaces. Additional unassigned Parking Spaces shall be available for general use by Unit Owners and visitors subject to such limitations as may be set forth in the Rules and Regulations.

SCHEDULE A

RULES AND REGULATIONS

1. Use of Property. No part of the Property shall be used for any purpose other than the purposes for which the Property was designed.

2. Insurance. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Property or any portion thereof, applicable for residential use, without the prior written consent of the Board of Directors. 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 or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

3. Outside Display. Without the prior consent of the Board of Directors, (a) Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of any Building (b) no sign, awning, canopy, shutter or radio or television antenna shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on or at any window, and (c) no clothes shall be hung outside a Unit.

4. Animals. No animals, reptiles, birds or insects of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that a household pet approved by the Board of Directors in writing, may be kept in a Unit, provided that it is not kept, bred or maintained for any commercial purposes, and provided further that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property subject to these restrictions upon three (3) days written notice from the Board of Directors. In no event shall any dog be permitted in any portion of the General Common Elements unless carried or on a leash, or be curbed in any General Common Elements.

5. Offensive Activity. No noxious or offensive activity shall be carried on in any Unit, or in the Common Elements; nor shall anything be done therein either wilfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises on the Property by himself, his family, servants, employees,

agents, visitors or licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other Unit Owners. No Unit Owner shall play upon, or suffer to be played upon, any musical instrument or operate or suffer to be operated a phonograph, television set or radio on the Property at such high volume or in such other manner that it shall cause unreasonable disturbances to other Unit Owners.

6. <u>No Objects in General Common Elements</u>. There shall be no parking of baby carriages, or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the General Common Elements and any baby carriages, playpens, lawn furniture, bicycles, toys, scooters, or similar articles placed or found in the General Common Elements may be removed by the Board of Directors at any time from such General Common Elements and if not claimed within two (2) weeks all such property will be disposed of.

7. <u>Use of Property</u>. Subject to Declarant's rights no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, or otherwise, shall be conducted, maintained or permitted on any part of the Property, nor shall any "For Sale", "For Rent", or "For Lease" signs or other window displays or advertising be maintained or permitted on any part of the Property or in any Unit nor shall any Unit be used or rented for transient, hotel or motel purposes.

8. <u>Vehicles</u>. All vehicles belonging to an Owner, or to a member of an Owner's family or guest, tenant, or employees of an Owner shall be parked in the spaces provided, and no such vehicle shall be parked in such a manner as to impede or prevent ready access to any other parking space. The parking of trucks, commercial vehicles, boats and trailers, and campers is prohibited without the written permission of the Board of Directors. The Association assumes no responsibility or liability whatsoever for the loss or damage to any automobile or vehicle while parked on the Property. The repairing of cars or other vehicles on the Property is prohibited. The storing of any junk automobiles or vehicles of whatever nature shall be strictly prohibited, and automobiles without current license tags shall be considered junk storage. Any such vehicle stored or placed on the Property for a period exceeding forty eight (48) hours may be towed away at the Owner's expense without prior notice to the Owner and with no liability on the part of the Association or its agent.

9. Color. Unit Owners shall not paint, stain, or otherwise change the color of any exterior portion of the Building.

10. Maintenance. Each Unit Owner shall keep his Unit and any balcony, patio or terrace associated therewith in a good state of preservation and cleanliness.

11. Windows. All window blinds, shades, curtains and similar window treatments shall be a color and nature consistent with standards adopted from time to time by the Board of Directors.

12. Waterbeds. No Unit Owner shall install or maintain a waterbed within a Unit.

13. Waste Disposal. All garbage, rubbish and debris shall be disposed of in appropriate containers and in designated areas. Except for said designated area, the Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials. No garbage cans shall be placed in the halls or on the staircase landings, nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, balconies, patios or terraces.

14. Approval. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board of Directors.

Received for Record in Johnston R.I. on AUG 29 1988 at 11:45 A.M.

Lucy Cuntic

THE MILL AT ALLENDALE CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS, that **ALLENDALE MILL ASSOCIATES LIMITED PARTNERSHIP**, a Massachusetts limited partnership, for consideration paid, grants to **ANPC ASSOCIATES LIMITED PARTNERSHIP**, having an address c/o Weston Properties, Wellesley Office Park, 45 Williams Street, Wellesley, Massachusetts 02181, with **QUITCLAIM COVENANTS**, all of the Units set forth on Exhibit A attached hereto, together with their respective undivided percentage interest in the Common Elements in The Mill at Allendale Condominium, located in North Providence and Johnston Rhode Island, on the land described in the Declaration of Condominium of The Mill at Allendale Condominium and together with all its rights as Declarant under the Declaration (as hereinafter defined) including without limitation all "special declarant rights" under Section 34.-36.1-1.03(23) of the Rhode Island Condominium Act.

The Condominium has been established pursuant to the Rhode Island Condominium Act by Declaration of Condominium dated August 26, 1988, and recorded in the North Providence Land Evidence Records on August 29, 1988 at 10:56 a.m., and in the Johnston Land Evidence Records on August 29, 1988 at 11:45 a.m. (the "Declaration") together with the condominium site and floor plans recorded in the North Providence Land Evidence Records on August 29, 1988 at 10:57 a.m. and 10:58 a.m., and in the Johnston Land Evidence Records on August 29, 1988 at 11:46 a.m. (the "Plans").

The Units are conveyed together with and subject to the covenants, restrictions, easements, and provisions of the Declaration (including the schedules and exhibits thereto) and the Plans, as they may be amended from time to time.

The Units are conveyed subject to the following:

1. Real Estate Taxes assessed December 31, 1988 and sewer assessment.
2. Provisions of The Mill at Allendale Condominium Declaration of Condominium dated August 26, 1988 and recorded in the North Providence Land Evidence Records on August 29, 1988 at 10:56 a.m., together with the Plans recorded therewith, and in the Johnston Land Evidence Records on August 29, 1988 at 11:45 a.m. together with the Plans recorded therewith.

The terms "Unit", "Common Element" and any similar terms of art as they are used in this Deed are more particularly defined and set forth in the Declaration.

The grantee, by accepting this Deed, accepts the covenants, restrictions, easements, liens, charges and other provisions contained or referred to herein and agrees to perform the obligations imposed by the Declaration.

The benefits and obligations hereunder shall be deemed covenants running with the land and shall inure to and be binding upon the heirs, executors, administrators, successors, assigns of the respective parties hereto.

The Units described herein are located in the Town of North Providence, however, a portion of the Common Elements in the Condominium is located in the Town of Johnston. As such, this instrument has been executed in duplicate for recording in both the Towns of North Providence and Johnston, with transfer stamps, if any are required, to be affixed in the Town of North Providence.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this 15 day of June, 1989.

ALLENDALE MILL ASSOCIATES
LIMITED PARTNERSHIP, a
Massachusetts limited
partnership

By: ______________________
Barry D. Libert
General Partner

By: ______________________
Jeffrey A. Libert
General Partner

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk

In Boston on the 15 day of June, 1989, before me personally appeared ~~Barry D. Libert and~~ Jeffrey A. Libert, to me known and known by me to the person~~s~~ executing the foregoing instrument as general partner~~s~~ of Allendale Mill Associates Limited Partnership and ~~they~~ acknowledged said instrument by ~~them~~ executed to be ~~their~~ free act and deed in ~~their~~ said capacity, and the free act and deed of said partnership.

____
Notary Public
My Commission Expires: 2-3-95

STATE OF

County of Suffolk

In Boston on the 15 day of June, 1989, before me personally appeared Barry D. Libert, to me known and known by me to be the person executing the foregoing instrument as general partner of Allendale Mill Associates Limited Partnership 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 partnership.

____
Notary Public
My Commission Expires: 2-3-95

THE MILL AT ALLENDALE CONDOMINIUM

EXHIBIT A

Unit No.	Percentage Interest in Common Elements and in Common Expenses
106	2.2188
107	2.2188
108	1.4283
109	1.4283
111	1.4283
112	1.4283
113	1.4283
114	2.2188
115	2.2188
116	1.4283
117	1.4283
118	2.2188
119	2.2188
120	2.2188
121	2.2188
206	2.2188
207	1.4283
208	1.4283
209	1.4283
210	1.4283
211	1.4283
215	2.2188
217	1.4283
218	2.2188
219	2.2188
221	2.2188
406	2.2188
407	2.2188
408	1.4283
409	1.4283
410	2.2188
411	2.2188
412	2.2188
413	2.2188
414	2.7216
415	2.7216
416	2.7216
417	2.7216
418	2.2188
419	2.2188
422	2.2188
425	1.4283