

**MATUNUCK BEACH  
CONDOMINIUM**

**PRELIMINARY APPLICATION**

**AUGUST 2021**

MATUNUCK BEACH ROAD PARTNERS, LLC.  
PO BOX 385  
WAKEFIELD, RI 02880

August 9, 2021

Planning Board  
Town of South Kingstown  
180 High Street  
South Kingstown, RI 02879

RE: MATUNUCK BEACH CONDOMINIUM

Dear Sirs and Madams,

Regarding our development of Matunuck Beach Condominium, we intend to construct all required infrastructure improvements (drainage system, landscape features, private roadway (required gravel and binder course)) simultaneously with the construction of the first building.

As the development is proposed for condominium ownership, the condominium plat cannot be recorded (by law) until such time as the first building is sustainably complete. We propose to post such surety (cash, bond or letter of credit) as required by the Town guaranteeing the completion of the required improvements.

The improvements to be bonded at that time will include:

- Top course of asphalt
- Any required parking stripping
- Removal/maintenance of erosion control measures
- Landscaping items.

We are,  
Sincerely Yours,

  
\_\_\_\_\_  
Stephen R. DeSimone

MATUNUCK BEACH CONDOMINIUM  
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PRELIMINARY PLANNING CHECKLIST

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18. Drainage study and supporting material
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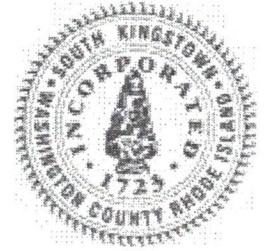
22. Statement indicating the desired option for completion of physical on-site improvements.

#### ADDITIONAL PERTINENT INFORMATION

1. Public Offering Statement-Matunuck Beach Condominium
2. Landscape Plans

**TOWN OF SOUTH KINGSTOWN  
PLANNING BOARD  
PROJECT REVIEW APPLICATION FORM**

*This Application Form is to be submitted with each stage of review.*



**APPLICANT INFORMATION**

Applicant Name: MATUNUCK BEACH ROAD PARTNERS, LLC.  
Name of Primary Contact (if applicant is an organization): STEPHEN DESIMONE  
Applicant Address: PO BOX 385, WAKEFIELD, RI 02880  
Applicant Phone: 401.419.2330/401.419.6993 Applicant Email: DOUGLASPROPERTIESRI@GMAIL.C

**OWNER INFORMATION**

Owner Name(s): SAME AS APPLICANT  
Owner Contact Information: SAME

**PROJECT INFORMATION**

Assessor's Plat and Lot of Parcel(s) Proposed for Subdivision/Development: PLAT 92-2, LOT 56  
Physical Address or Location of Parcel(s): MATUNUCK BEACH ROAD  
Zoning District(s) of Parcel(s): R-20 Total Size of Development Parcel: 4.77 ACRES  
Date of Initial Meeting with Planning Department Staff (before first stage of review): JUNE 2019

**TYPE OF PROJECT** (select all that apply)

- |  |   |
|--|---|
| <input type="checkbox"/> Development Plan Review                                 | <input type="checkbox"/> Minor Land Development Project             |
| <input type="checkbox"/> Administrative Subdivision                              | <input checked="" type="checkbox"/> Major Land Development Project  |
| <input type="checkbox"/> Minor Subdivision, without street creation or extension | <input type="checkbox"/> Multi-Household Land Development Project   |
| <input type="checkbox"/> Minor Subdivision, with street creation or extension    | <input type="checkbox"/> Flexible Design Residential Project (FDRP) |
| <input type="checkbox"/> Major Subdivision                                       | <input type="checkbox"/> Residential Compound                       |
|  | <input checked="" type="checkbox"/> Comprehensive Permit            |

**CURRENT STAGE OF REVIEW** (if applicable)

- |   |   |
|---|---|
| <input type="checkbox"/> Pre-Application Concept Review | <input type="checkbox"/> Release of Performance/Maintenance Guarantee |
| <input type="checkbox"/> Conceptual Master Plan         | <input type="checkbox"/> Change to an Approved Plan                   |
| <input checked="" type="checkbox"/> Preliminary Plan    | <input type="checkbox"/> Reinstatement or Extension to Approved Plan  |
| <input type="checkbox"/> Final Plan                     | <input type="checkbox"/> Request to Combine Review Stages             |
| <input type="checkbox"/> Recording                      | <input type="checkbox"/> Other  |

**WAIVERS AND MODIFICATIONS**


Does this application request waiver of or modification to any of the requirements of the Town of South Kingstown Subdivision and Land Development Regulations?  yes\*  no \*SEE EXHIBIT "A"

*\*If yes, a statement describing the specific regulation(s) for which waiver or modification is requested must be included in the application materials.*

**CERTIFICATION OF COMPLETE APPLICATION**

(1) The applicant hereby certifies that all of the materials required by the applicable checklist(s), as determined by Planning Department staff during the initial meeting, have been submitted including a review fee in the amount of \$ 840.00.

(2) The applicant hereby certifies that the plan set and other submitted materials conform to the requirements of the current adopted version of the Town of South Kingstown Subdivision and Land Development Regulations, or, that a written statement has been provided listing all requested waivers and/or modifications of the Regulations.

  
\_\_\_\_\_  
Applicant Signature

8.9.21  
\_\_\_\_\_  
Date

STEPHEN DESIMONE  
\_\_\_\_\_  
Printed Name

PROJECT REVIEW APPLICATION FORM

EXHIBIT "A"

WAIVERS/VARIANCES REQUIRED

RE: Matunuck Beach Condominiums

1. Zoning Ordinance-Section 301 - Schedule of Use Regulation Table, Use Code 12.1: Multi Household Land Development Project: Use variance to construct multi household Land Development Project in a R-20 zone.
2. Zoning Ordinance-Section 401 – Schedule of Dimensional Regulations- Density: Variance to construct twelve (12) units in six (6) buildings; density bonus of six (6) units.
3. Subdivision and Land Regulations – Article IV, Section H (9) Multi Household Dwellings, Supplementary Standards: Waiver from requirement of a minimum of 50' between buildings with the development.

# PROJECT TEAM FORM

Submittal Date: 8/9/21

The Project Team Form is to be submitted with each stage of review. If no changes to the Project Team have occurred since the last stage of review, a copy of the previously submitted Form may be submitted with an updated Submittal Date.

**ATTORNEY** *This entity should be copied on all project correspondence*  **YES**  **NO**

Name: Kelly Souza & Parmenter P.C.

Name of Primary Contact (if attorney is an organization): Michael Kelly, Esq.

Address: 128 Dorrance St. #300, Providence, RI 02903

Phone: 401-490-7334 Email: mkelly@ksplawpc.com

**ENGINEER** *This entity should be copied on all project correspondence*  **YES**  **NO**

Name: DiPrete Engineering

Name of Primary Contact (if engineer is an organization): Christopher Duhamel, P.E., P.L.S.

Address: 2 Stafford Ct., Cranston, RI 02920

Phone: 401-943-1000 Email: cduhamel@diprete-eng.com

**SURVEYOR** *This entity should be copied on all project correspondence*  **YES**  **NO**

Name: DiPrete Engineering

Name of Primary Contact (if surveyor is an organization): Christopher Duhamel, P.E., P.L.S.

Address: 2 Stafford Ct., Cranston, RI 02920

Phone: 401-943-1000 Email: cduhamel@diprete-eng.com

**LANDSCAPE ARCHITECT** *This entity should be copied on all project correspondence*  **YES**  **NO**

Name: John C. Carter & Comany, Inc.

Name of Primary Contact (if landscape architect is an organization): John C. Carter

Address: 960 Boston Neck Road, Narragansett, RI 02882

Phone: 401-783-3500 Email: jcc@netsense.net

**ARCHITECT** *This entity should be copied on all project correspondence*  **YES**  **NO**

Name: \_\_\_\_\_

Name of Primary Contact (if architect is an organization): \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**OTHER** *This entity should be copied on all project correspondence*  **YES**  **NO**

Name: \_\_\_\_\_

Role on Project: \_\_\_\_\_

Name of Primary Contact (if entity is an organization): \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**OWNER AUTHORIZATION FORM**

**Submittal Date:** 8.9.2021

*Owner Authorization Forms for each owner of the property being considered for subdivision/development is to be submitted with each stage of review. If no changes to the ownership have occurred since the last stage of review, a copy of the previously submitted Form may be submitted with an updated Submittal Date.*

I, STEPHEN R. DESIMONE hereby certify that I am an/the owner of property designated as Plat 92-2, Lot 56, as shown on the Town of South Kingstown Tax Assessor Maps.

I further certify that I am the owner of the development rights for this property.

I hereby authorize and am in agreement with the application, signed by MATUNUCK BEACH ROAD PARTNERS, LLC (applicant), for subdivision or development for the subject property. Said application is to be submitted to the Planning Department of the Town of South Kingstown for review and decision by the Planning Board.

WITNESS its name this \_\_\_\_\_ day of AUGUST, 2021.

BY:  Signature of Owner

STATE OF RHODE ISLAND  
County of WASHINGTON

In \_\_\_\_\_ on the \_\_\_\_\_ day of AUGUST, before me personally appeared STEPHEN R. DESIMONE (name) to me known and known by me to the party executing the foregoing instrument and acknowledged said instrument, by him/her executed, to be his/her free act and deed, as INDIVIDUAL (individual, corporation, trustee, partnership, non-profit, etc.).

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



July 21, 2020

Mr. Stephen R. DeSimone  
Very Good Building and Development LLC  
PO Box 402  
Narragansett, RI 02882

***Letter of Eligibility: Matunuck Beach Road Condominiums, Plat 92-2, Lot 56***

Dear Mr. DeSimone:

We have received your application for a letter of eligibility to pursue a Comprehensive Permit in the town of South Kingstown. You have represented that you propose a twelve-unit condominium development that would include nine market rate units and three affordable units. The affordable units will be sold to households earning a maximum of 100% of the Area Median Income ("AMI"). All units would have two bedrooms.

Based on the current AMI, the Freddie Mac Primary Mortgage Market Survey 30-year fixed-rate mortgage average interest rate as of the date of this letter, anticipated taxes, insurance and mortgage insurance costs, the maximum sales price in South Kingstown for an affordable condominium unit with a condo fee of \$200, priced for households earning 100% of the AMI, is \$282,375. The maximum permitted sales price may change in the future due to changes in any of the above noted inputs.

In addition to requirements for affordability and monitoring, under R.I.G.L. 45-53, the construction or rehabilitation of qualifying low and moderate income housing units must be assisted by a state, federal or municipal subsidy program.

After preliminary review of the plans and financial assumptions for the proposed sale of nine market rate units and three affordable units to households earning 100% of the AMI, all to be located at Plat 92-2, Lot 56, in South Kingstown, RIHousing has determined that:

- This project appears to be eligible for a municipal subsidy under Article 5, Section 502.6 of the Town of South Kingstown Zoning Ordinance.
- In conformance with R.I.G.L. 42-55-5.3 RIHousing performed an on-site inspection of the site, and has reviewed pertinent information supplied by the applicant.
- The initial project proforma was reviewed and the project appears to be feasible based on projected overall development costs and potential sources.
- The applicant, Very Good Building and Development LLC, has provided evidence of site control.

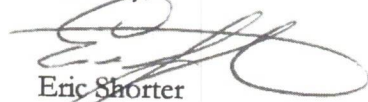
Matunuck Beach Cottages  
July 21, 2020

Based upon the review of the submitted information and supporting materials and based on the representations in your request, ***Very Good Building and Development LLC is eligible to pursue a Comprehensive Permit application in the town of South Kingstown to develop Plat 92-2, Lot 56.***

Modifications to the development proposal resulting from local review do not require a revised letter of eligibility.

Thank you for your commitment to providing affordable housing opportunities to low- and moderate-income Rhode Island families.

Sincerely,



Eric Shorter  
Director of Development

cc: Jason Parker, South Kingstown Planning Department

**Invest. Build. Believe.** 

MATUNUCK BEACH ROAD PARTNERS, LLC  
PO BOX 385  
WAKEFIELD, RI 02880

August 31, 2021

Planning Board  
Town of South Kingstown  
180 High Street  
South Kingstown, RI 02879

Dear Planning Board Members,

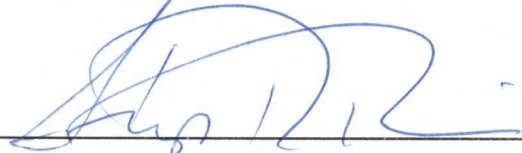
Please accept the attached Project Review Application Form (the Form) as our request to submit a single application to build low- and moderate-income housing in lieu of separate applications to you, and any and all other governmental bodies.

Please see Exhibit "A" of the Form for a list of requested waivers and relief.

There has been no change since Master Plan Submission.

We are,

Very Truly Yours,



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Matunuck Beach Road Partners, LLC.

By Its Authorized Member

Attachment

## MATUNUCK BEACH CONDOMINIUM

### TIMETABLE

- Land Clearing – 1 week
- Grubbing and stumping – 1 week
- Erosion control measures – 1 week
- All infrastructure improvement including drainage, grading, water line, binder course of asphalt, the first OWTS system and first building – 6 months from commencement of land clearing
- The balance of buildings, sidewalks and required landscaping shall be completed in accord with Rhode Island Law. However, it is anticipated that all construction activities shall be complete within 24 months of commencement.

Upon recording return to:

[Name]

[Address]

[City, State, Zip Code]

**DEED RESTRICTION**

**(Rental)**

This DEED RESTRICTION (this “Deed Restriction”) is granted as of \_\_\_\_\_, 20\_\_ by [NAME OF DEVELOPER/OWNER] having a mailing address of [ADDRESS OF DEVELOPER/OWNER] (“Grantor”), for the benefit of [NAME OF MUNICIPALITY] having a mailing address of [ADDRESS OF MUNICIPALITY] (the “Municipality”), as such Deed Restriction may be amended from time to time.

**WITNESSETH:**

A. Grantor holds or will acquire legal title to that certain real property located at [ADDRESS OF PROPERTY], and further identified as Plat \_\_ and Lot \_\_ in the Tax Assessor’s Records of [NAME OF MUNICIPALITY] (the “Property”), and intends to construct a [\_\_]-unit rental housing development, consisting of [\_\_] residential buildings, at the Property.

B. The Property is part of a project known as [NAME OF DEVELOPMENT (IF APPLICABLE)] (the “Development”). The Property was developed with a municipal government subsidy (as defined in R.I.G.L. Chapter 45-53-2.23) used to ensure the development of affordable, accessible, safe and sanitary housing (the “Program”) in accordance with the terms of the Rhode Island Low and Moderate Income Housing Act, R.I.G.L. Chapter 45-53-1 et seq. and the regulations promulgated thereunder (collectively, the “Act”), and subject to terms and conditions imposed by the Municipality).

C. As a condition to the municipal government subsidy, the Grantor has agreed that this Deed Restriction be imposed upon the Property as a covenant running with the land and binding upon any successors to the Grantor, as owner thereof.

D. [MONITORING AGENT] (the “Monitoring Agent”) is obligated by the Program or has been retained to monitor compliance with and to enforce the terms of this Deed Restriction in accordance with a monitoring services agreement.

E. The rights and restrictions granted herein to the Monitoring Agent and the Municipality serve the public’s interest in the creation and retention of affordable housing for persons and households of low and moderate income and in the restricting of the resale price of property in order to assure its affordability by future low and moderate income purchasers.

(form rev. 5/2018)

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees that the Property shall be subject to the following rights and restrictions:

1. **Recitals Incorporated by Reference.** The foregoing recitals are incorporated by reference herein and made a part hereof.

2. **Affordability and Occupancy Requirement.**

(a) This Deed Restriction shall remain in effect from the date this Deed Restriction is recorded in the land evidence records of the Municipality and continuing for a period of [\_\_\_\_\_] (\_\_\_\_) years thereafter (the “Affordability Period”) unless earlier terminated in accordance with Section 3 or Section 5 hereof (the “Termination Date”). On and after the Termination Date, this Deed Restriction shall be of no further force or effect.

(b) During the Affordability Period, the rents charged by the Grantor for each rental unit shall remain affordable and shall be rented to an individual or household whose gross annual household income does not exceed [\_\_\_ percent (\_\_\_%)] of area median income (adjusted for household size) in the [\_\_\_\_\_] Metropolitan/Non-Metropolitan Statistical Area as established from time to time by the U.S. Department of Housing and Urban Development (“HUD”).

(c) During the Affordability Period, the Property, or any portion thereof, shall be available for purchase at the maximum resale price only to an individual or household whose gross annual household income does not exceed [\_\_\_ percent (\_\_\_%)] of area median income (adjusted for household size) in the [\_\_\_\_\_] Metropolitan/Non-Metropolitan Statistical Area as established from time to time by HUD (an “Eligible Purchaser”). For purposes of this Deed Restriction, the “Maximum Resale Price” is determined to be the monthly housing costs (including principal, interest, taxes, insurance, and condominium fees, if any) that does not exceed thirty percent (30%) of the gross income of an individual or household earning [\_\_\_\_\_]percent (\_\_\_%) of area median income (adjusted for household size).

(d) To be considered an Eligible Purchaser, the individual or household must intend to occupy and thereafter must occupy the Property as his, her or their principal residence and must provide to the Monitoring Agent such certifications as to income, assets and residency as the Monitoring Agent may require to determine eligibility as an Eligible Purchaser. Any use of the Property or any activity thereon which is inconsistent with the purpose of this Deed Restriction is expressly prohibited.

(e) Except as provided in Section 3(a) hereof, the Property shall remain affordable during the Affordability Period without regard to the term of any mortgage on the Property or to any transfer of ownership thereof.

(f) This Deed Restriction's compliance with the affordability requirements shall be monitored and enforced by the Monitoring Agent.

### 3. Rights of Mortgagees.

(a) Notwithstanding anything herein to the contrary, but subject to Section 3(b) hereof, if the holder of any mortgage on the Property (each, a "Mortgagee") shall acquire the Property by reason of foreclosure or similar remedial action under the provisions of such mortgage or upon conveyance of the Property in lieu of foreclosure, *provided, that* such Mortgagee has given the Monitoring Agent not less than sixty (60) days prior written notice of its intention to foreclose upon its mortgage or to accept a conveyance of the Property in lieu of foreclosure, and the Monitoring Agent does not exercise its right of first refusal to purchase the Property as provided in Sections 3(b) and (c) hereof, and *provided, further* that the principal amount secured by such mortgage does not exceed one hundred percent (100%) of the Maximum Resale Price calculated at the time of the granting of the mortgage (the "Permitted Indebtedness"), then the rights and restrictions contained herein shall terminate and not apply to such Mortgagee upon acquisition of the Property, or to any purchaser of the Property at a foreclosure sale conducted by such Mortgagee, or any purchaser of the Property from such Mortgagee, and the Property shall then be free from all such rights and restrictions. A Mortgagee of Permitted Indebtedness is referred to herein as a "Permitted Mortgagee."

(b) A Permitted Mortgagee shall notify the Monitoring Agent in the event of any default for which the Permitted Mortgagee intends to commence foreclosure proceedings, which notice shall be sent to the Monitoring Agent as set forth in this Deed Restriction (the "Foreclosure Notice"). Failure to notify the Monitoring Agent pursuant to the previous sentence shall not impair the validity of the foreclosure.

(c) Grantor grants to the Monitoring Agent or designee the right and option to purchase the Property upon receipt of the Foreclosure Notice. In the event the Monitoring Agent intends to exercise its option to purchase, the Monitoring Agent shall purchase the Property at a price equal to the greater of the Maximum Resale Price or the Mortgage Satisfaction Amount (as defined below) within sixty (60) days of receipt of the Foreclosure Notice. Any excess received by the Permitted Mortgagee over the greater of the Maximum Resale Price or the Mortgage Satisfaction Amount shall be paid to Grantor (provided, that in the event that such excess shall be paid to Grantor, Grantor shall thereafter indemnify such Permitted Mortgagee against loss or damage to such Permitted Mortgagee resulting from any claim made by any other party to the extent that such claim is based upon payment of such excess by such Permitted Mortgagee to Grantor in accordance herewith; provided, that such Permitted Mortgagee shall give Grantor prompt notice of any such claim and shall not object to intervention by Grantor in any proceeding relating thereto).

For purposes of this Section 3, "Mortgage Satisfaction Amount" shall mean the sum of the outstanding principal balance of the note evidencing the Permitted Indebtedness and secured by the mortgage securing such note, plus accrued interest and

all reasonable costs and expenses which the Permitted Mortgagee is entitled to recover pursuant to the terms of such mortgage.

**4 Restrictions Against Leasing, Refinancing and Junior Encumbrances.** The Property shall not be leased, rented, refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of the Monitoring Agent; provided that this provision shall not apply to a first mortgage granted in connection with the conveyance of the Property.

**5. Purchase and Resale Options.**

(a) If Grantor or any successor in title to Grantor shall desire to sell, dispose of or otherwise convey the Property, or any portion thereof, Grantor shall notify the Monitoring Agent in writing of Grantor's intention to convey the Property (the "Conveyance Notice"). Upon receipt of the Conveyance Notice, the Monitoring Agent shall (i) calculate the Maximum Resale Price, which Grantor may receive on the sale of the Property and (ii) promptly begin marketing efforts. Pursuant to a purchase and sale agreement, sale to an Eligible Purchaser or the Monitoring Agent at the Maximum Resale Price shall occur within ninety (90) days after the Monitoring Agent receives the Conveyance Notice, or such further time as reasonably requested to arrange for details of closing. If Grantor fails to cooperate in such resale efforts, including a failure to agree to reasonable terms in a purchase and sale agreement, the Monitoring Agent may extend the 90-day period for a period commensurate with the time the lack of cooperation continues, as determined by the Monitoring Agent in its reasonable discretion. In such event, the Monitoring Agent shall give Grantor written notice of the lack of cooperation and the length of the extension added to the 90-day period.

(b) Grantor shall ensure that diligent marketing efforts are made to locate an Eligible Purchaser ready, willing, and able to purchase the Property, or any portion thereof, at the Maximum Resale Price within the time provided for in Section 5(a) above and to enter into the requisite purchase and sale agreement.

(c) In lieu of sale to an Eligible Purchaser, the Monitoring Agent or designee shall also have the right to purchase the Property at the Maximum Resale Price within the time and conditions provided for in Section 5(a) above, and to enter into the requisite purchase and sale agreement. In the event of such a sale to the Monitoring Agent or designee, the Property shall remain subject to this Deed Restriction.

(d) Grantor understands and acknowledges that this Deed Restriction is not a promise or guarantee by the Monitoring Agent that Grantor shall receive the Maximum Resale Price for the Property or any other price for the Property.

(e) If an Eligible Purchaser is selected to purchase the Property, or if the Monitoring Agent elects to purchase the Property, the Property shall be conveyed by Grantor to such Eligible Purchaser or to the Monitoring Agent, by a good and sufficient warranty deed conveying a good and clear record and marketable title to the Property free

(form rev. 5/2018)

from all encumbrances except (i) such taxes for the then current year as are not due and payable on the date of delivery of the deed, (ii) any lien for municipal betterments assessed after the date of the Conveyance Notice, (iii) provisions of local building and zoning laws, (iv) all easements, restrictions, covenants and agreements of record, and (v), except as otherwise provided in a certificate of compliance, a Deed Restriction identical in form and substance to this Deed Restriction.

**6. Resale and Transfer Restrictions.**

(a) Except as otherwise provided herein, the Property or any interest therein shall not at any time be sold by Grantor, Grantor's successors and assigns, and no attempted sale shall be valid, unless (i) the aggregate value of all consideration and payments of every kind given or paid by the Eligible Purchaser or the Monitoring Agent as the case may be, to the then owner of the Property for and in connection with the transfer of such Property, is equal to or less than the Maximum Resale Price for the Property, and (ii) a Certificate of Compliance (the "Certificate") is obtained and recorded, signed and acknowledged by the Monitoring Agent, which Certificate refers to the Property, Grantor, the Eligible Purchaser, and the Maximum Resale Price, and states that the proposed conveyance, sale or transfer of the Property to the Eligible Purchaser is in compliance with this Deed Restriction, and (iii) a new deed restriction is recorded and executed by the Eligible Purchaser, which new deed restriction is identical in form and substance as this Deed Restriction.

(f) Grantor, any good faith purchaser of the Property, any lender or other party taking a security interest in such Property and any other third party may rely upon a Certificate as conclusive evidence that the proposed conveyance, sale or transfer of the Property to the Eligible Purchaser is in compliance with this Deed Restriction, and may record such Certificate in connection with conveyance of the Property; provided, that the consideration recited in the deed or other instrument conveying the Property upon such resale shall not be greater than the consideration stated in and authorized by the Certificate.

(g) Within ten (10) days of the closing of the conveyance of the Property, Grantor or Grantor's successors or assigns shall deliver to the Monitoring Agent a copy of the deed to the Property with the recording information affixed. Failure of Grantor or Grantor's successors or assigns to comply with the preceding sentence shall not affect the validity of such conveyance or the enforceability of the restrictions herein.

**7. Enforcement.**

(a) The rights hereby granted shall include the right of the Monitoring Agent to enforce this Deed Restriction independently by appropriate legal proceedings and to obtain injunctive and other appropriate relief against any violations including without limitation relief requiring restoration of the Property to its condition prior to any such violation (it being agreed that there shall be no adequate remedy at law for such violation), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Monitoring Agent. Notwithstanding the foregoing, the Monitoring Agent may not

(form rev. 5/2018)

enforce this Deed Restriction by: (i) voiding a conveyance by Grantor; (ii) terminating Grantor's interest in the Property; (iii) accelerating Grantor's mortgage; (iv) increasing the interest rate of Grantor's mortgage or (v) subjecting Grantor to contractual liability such as damages, specific performance or injunctive relief.

(b) Without limitation of any other rights or remedies of the Monitoring Agent or its successors and assigns, in the event of any sale, conveyance or other transfer or occupancy of the Property in violation of the provisions of this Deed Restriction, the Monitoring Agent shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive:

(i) reimbursement for all sums received by Grantor in excess of the Maximum Resale Price, if applicable; and

(ii) if the violation is a sale or an attempted sale of the Property at a price greater than the Maximum Resale Price as provided herein, the Monitoring Agent shall have the option to locate an Eligible Purchaser to purchase or itself purchase the Property on the terms and conditions provided herein; the purchase price shall be a price which complies with the provisions of this Deed Restriction.

(c) In addition to the foregoing, in the event of a violation of the provisions of this Deed Restriction, the Monitoring Agent may take appropriate enforcement action against Grantor or Grantor's successors in title or assigns, including, without limitation, legal action to compel Grantor to comply with the requirements of this Deed Restriction, unless otherwise prohibited by this Deed Restriction.

(d) Grantor for itself and Grantor's successors and assigns, hereby grants to the Monitoring Agent the right to enter upon the Property for the purpose of enforcing the restrictions herein contained, or of taking all actions with respect to the Property, which the Monitoring Agent may determine to be necessary or appropriate pursuant to court order, or with the consent of Grantor to prevent, remedy or abate any violation of this Deed Restriction.

## **8. Covenants to Run With the Property.**

(a) A copy of this Deed Restriction, as recorded, shall be provided to the Monitoring Agent and the appropriate official of the Municipality.

(b) This Deed Restriction shall be deemed to be a low or moderate income housing deed restriction as that term is defined in Chapter 53 of Title 45 of the Rhode Island General Laws, and is enforceable as such.

(c) Grantor acknowledges, declares and covenants on behalf of Grantor and Grantor's successors and assigns (i) that this Deed Restriction shall be and are covenants running with the land, encumbering the Property for the Affordability Period, and are binding upon Grantor's successors in title and assigns, (ii) are not merely personal

covenants of Grantor, and (iii) shall bind Grantor, and Grantor's successors and assigns, and inure to the benefit of and be enforceable by the Monitoring Agent, the Municipality and its successors and assigns, for the Affordability Period.

**9. Miscellaneous Provisions.**

(a) Amendments. This Deed Restriction may not be rescinded, modified or amended, in whole or in part, without the written consent of the current owner of the Property, the Monitoring Agent and the Municipality.

(b) Notice. Any notices, demands or requests that may be given under this Deed Restriction shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, return receipt requested, or via reputable overnight courier, in each case postage prepaid and addressed to the parties at their respective addresses set forth below, or such other addresses as may be specified by any party (or its successor) by such notice. All such notices, demands or requests shall be deemed to have been given on the day it is hand delivered or mailed:

Grantor:

[Name of Grantor]  
[Address]  
[City, State, Zip Code]  
Attn:

Monitoring Agent:

[Name of Monitoring Agent]  
[Address]  
[City, State, Zip Code]  
Attn:

Municipality:

[Name of Municipality]  
[Address]  
[City, State, Zip Code]  
Attn:

(c) Further Assurances. Grantor agrees from time to time, as may be reasonably required by the Monitoring Agent, to furnish the Monitoring Agent, upon its request, with a written statement, signed and, if requested, acknowledged, setting forth the condition and occupancy of the Property, information concerning the resale of the Property and all other material information pertaining to the Property or Grantor's conformance with the terms of this Deed Restriction.

(d) Monitoring Agent Services. The Monitoring Agent shall monitor compliance of the Property, and enforce the ongoing requirements of this Deed Restriction, including the requirement that the Property be sold and resold to an Eligible Purchaser (or to the Monitoring Agent) in accordance with the terms of this Deed Restriction.

(e) Severability. If any provisions hereof or the application thereof to any person or circumstance shall come, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and enforced to the fullest extent permitted by law.

(f) Waiver by Monitoring Agent: No waiver by the Monitoring Agent of any breach of this Deed Restriction shall be deemed to be a waiver of any other or subsequent breach.

(g) Third Party Beneficiary. The Monitoring Agent and the Municipality shall be entitled to enforce this Deed Restriction and may rely upon the benefits hereof.

(h) Gender; Captions. The use of the plural in this Deed Restriction shall include the singular, the singular, the plural and the use of any gender shall be deemed to include all genders. The captions used in this Deed Restriction are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the intent of this Deed Restriction.

(i) Binding Successors. This Deed Restriction shall bind, and the benefits shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns; provided, that Grantor may not assign this Deed Restriction or any of its obligations hereunder without the prior written approval of the Monitoring Agent and the Municipality pursuant to the terms of this Deed Restriction.

(j) Governing Law. This Deed Restriction is being executed and delivered in the State of Rhode Island and shall in all respects be governed by, construed and enforced in accordance with the laws of said State without giving effect to any conflict of law provision or rule.

(k) Independent Counsel. GRANTOR ACKNOWLEDGES THAT HE, SHE, OR THEY HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND HAS HAD THE OPPORTUNITY TO CONSULT LEGAL AND FINANCIAL ADVISORS OF HIS, HER OR THEIR CHOOSING REGARDING THE EXECUTION, DELIVERY AND PERFORMANCE OF THE OBLIGATIONS HEREUNDER.

(l) Counterparts. This Deed Restriction may be executed in several counterparts, each of which shall be deemed to be an original copy of all of which together

shall constitute one agreement binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart.

[signatures appear on next page]

**IN WITNESS WHEREOF**, the parties hereto each caused this Deed Restriction to be duly executed and delivered by themselves or their respective duly authorized representatives as of the day and year set forth above.

GRANTOR(S):

\_\_\_\_\_  
[NAME OF GRANTOR – IF  
INDIVIDUAL]

\_\_\_\_\_  
[NAME OF GRANTOR – IF  
CORPORATION]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**[INDIVIDUAL NOTARY CLAUSE]**

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
before me personally appeared \_\_\_\_\_, to me known, and known by  
me to be the party executing the foregoing instrument and he/she acknowledged said  
instrument, by him/her executed to be his/her free act and deed.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

[CORPORATE NOTARY CLAUSE]

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, to me known, and known by me to be the party executing the foregoing instrument and he/she acknowledged said instrument, by him/her executed to be his/her free act and deed, in said capacity, and the free act and deed of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

The terms of this Deed Restriction are acknowledged by:

MUNICIPALITY:

[NAME OF MUNICIPALITY]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
before me personally appeared \_\_\_\_\_, the \_\_\_\_\_ of the  
[NAME OF MUNICIPALITY], to me known, and known by me to be the party executing  
the foregoing instrument, and he/she acknowledged said instrument, by him/her executed  
to be his/her free act and deed, in said capacity, and the free act and deed of the [NAME  
OF MUNICIPALITY].

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

MONITORING AGENT:

[NAME OF MONITORING AGENT]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
before me personally appeared \_\_\_\_\_, the \_\_\_\_\_ of  
[NAME OF MONITORING AGENT], to me known, and known by me to be the party  
executing the foregoing instrument, and he/she acknowledged said instrument, by  
him/her executed to be his/her free act and deed, in said capacity, and the free act and  
deed of [NAME OF MONITORING AGENT].

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Exhibit A

Copy of Deed



# NARRAGANSETT AFFORDABLE HOUSING CORPORATION

P. O. Box 388 • NARRAGANSETT, RI 02882  
(401) 789-9489 • FAX (401) 782-0150 • TDD (401) 782-0610

---

September 16, 2020

Mr. Stephen R. DeSimone  
14 Green Acres Drive  
Narragansett, Rhode Island 02882

Dear Stephen,

We are pleased to provide services as a State approved monitoring agent for your proposed twelve (12) unit condominium development which contains three (3) affordable units, further identified as Matunuck Beach Condominiums in South Kingstown, Rhode Island.

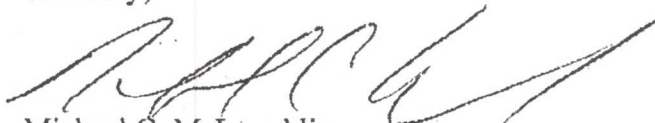
The Narragansett Affordable Housing Corporation agrees to qualify that buyers are income eligible and that deed restrictions are provided for recording. This offer is contingent upon the developer receiving all necessary zoning approvals from the Town of South Kingstown.

Once you receive your recorded Final Approval from the Town of South Kingstown please provide me with a copy and I will prepare a monitoring services contract.

If you should have any further questions feel free to contact myself or Cheryl Hartnett at 401-782-0642 or via e-mail at [Cheryl@nha-housing.com](mailto:Cheryl@nha-housing.com).

Thank you for choosing the Narragansett Affordable Housing Corporation.

Sincerely,



Michael C. McLoughlin  
President

Matunuck Beach Road Condominiums

DEVELOPMENT ITEM	TOTAL COST LOW MOD COMPONENT	TOTAL COST MARKET RATE COMPONENT	TOTAL PROJECT COST
SITE ACQUISITION:	\$ 93,750.00	\$ 281,250.00	\$ 375,000.00
HARD COSTS:			
INFRASTRUCTURE (ROAD)*	\$ 127,500.00	\$ 382,500.00	\$ 510,000.00
LANDSCAPING	\$ 12,500.00	\$ 37,500.00	\$ 50,000.00
RESIDENTIAL CONSTRUCTION**	\$ 696,000.00	\$ 2,088,000.00	\$ 2,784,000.00
HARD COST CONTINGENCY	\$ 87,500.00	\$ 262,500.00	\$ 350,000.00
TOTAL HARD COSTS & SITE ACQUISITION	<u>\$ 1,017,250.00</u>	<u>\$ 3,051,750.00</u>	<u>\$ 4,069,000.00</u>
SOFT COSTS:			
PERMITS/SURVEYS	\$ 9,000.00	\$ 27,000.00	\$ 36,000.00
ARCHITECTURAL	\$ 5,000.00	\$ 15,000.00	\$ 20,000.00
ENGINEERING	\$ 25,000.00	\$ 75,000.00	\$ 100,000.00
LEGAL	\$ 5,000.00	\$ 15,000.00	\$ 20,000.00
INSURANCE	\$ 3,750.00	\$ 11,250.00	\$ 15,000.00
SECURITY			
CONSTRUCTION MANAGER			
PROPERTY TAXES	\$ 5,000.00	\$ 15,000.00	\$ 20,000.00
CONSTRUCTION LOAN INTEREST	\$ 50,000.00	\$ 150,000.00	\$ 200,000.00
APPLICATION/FINANCING FEES	\$ 10,000.00	\$ 30,000.00	\$ 40,000.00
APPRAISAL	\$ 1,250.00	\$ 3,750.00	\$ 5,000.00
UTILITIES	\$ 5,000.00	\$ 15,000.00	\$ 20,000.00
ACCOUNTING	\$ 2,500.00	\$ 7,500.00	\$ 10,000.00
MARKETING AND COMMISSIONS	\$ 45,000.00	\$ 135,000.00	\$ 180,000.00
CONSULTANT	\$ 10,000.00	\$ 30,000.00	\$ 40,000.00
SOFT COST CONTINGENCY	\$ 17,500.00	\$ 52,500.00	\$ 70,000.00
TOTAL SOFT COSTS:	<u>\$ 194,000.00</u>	<u>\$ 582,000.00</u>	<u>\$ 776,000.00</u>
TOTAL DEVELOPMENT COSTS:	<u>\$ 1,211,250.00</u>	<u>\$ 3,633,750.00</u>	<u>\$ 4,845,000.00</u>
SALES REVENUE:			
AFFORDABLE 4 x \$250,000	\$ 1,000,000.00		
MARKET RATE 8 x \$650,000		\$ 5,200,000.00	
TOTAL REVENUE			<u>\$ 6,200,000.00</u>

\* ROAD CONSTRUCTION 1020 L.F. @ \$500 PER L.F.

\*\*1,600 S.F. 2 STORY CONDOMINIUMS WITH FULL BASEMENTS/DUPLEX STYLE,  
6 BUILDINGS @ \$3,200 S.F. @ \$145 PER S.F.



### Application for Stormwater Construction Permit and Water Quality Certification

Use this form to request a Stormwater Construction Permit or Water Quality Certification (WQC). [This form replaces the formerly used WQC Program Application; Applications for a Stormwater Discharge System Registration and to Modify a Groundwater or Stormwater Discharge System (GWD/UIC Program); and the RIPDES Notice of Intent (NOI) Stormwater General Permit for Construction Activity (CGP).] **If a Freshwater Wetlands (FWW) Application is required, this form must be submitted in addition to the FWW Application form.**

Please complete this form online before printing. Submit the completed form with all required documentation and fee to:

(Check or money order must be made payable to the Rhode Island General Treasurer.)  
 Stormwater Construction Permit Fee will be waived for applications submitted concurrently with a Freshwater Wetlands Application.

**Permit Application Center (PAC)**  
**RIDEM**  
**235 Promenade Street, Room 260**  
**Providence, RI 02908-5767**

Provide all applicable information by completing the shaded areas.

Double-click to select:		<input checked="" type="checkbox"/> <b>New Permit</b> Fee = \$400.		<input type="checkbox"/> <b>Permit Modification</b>		
<b>Site &amp; Project</b>	City/Town: South Kingstown		Street Address: Matunuck Beach Road		Water Body Class: SA	
	Plat(s): 92-2		Lot(s): 56		Project Name: Matunuck Beach Road Condominiums	
	Location: Matunuck Beach Road			Water Body Name(s): Potter Pond		
	Latitude: 41.376930	Longitude: -71.546897	Utility Pole #: 60	Total Site Area: 4.77 acres	Site Area to be Disturbed: 2.315 acres	
	RI Federal Aid Project #:		RI Contract #:		Was there a Pre-Application Meeting? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Provide Meeting Date: 08/27/20
<b>Owner / Applicant</b>	Organization/Company Name: Douglas Enterprises LTD			Contact Name of Owner's Representative for Questions: Douglas Desimone		
	First Name: Eileen		Last Name: Biancuzzo		Email: douglaspropertiesri@gmail.com	Phone:
	Address: PO Box 385			City/Town: Wakefield	State: RI	Zip: 02880
	I certify under penalty of law that I've requested and authorized the investigation, compilation, and submission of all the information, in whatever form, contained in this Application; I have personally examined and am familiar with the information submitted herein; and based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the information is true, accurate and complete. I'm aware that it's the owner's responsibility to implement or hire a qualified contractor responsible to implement any required Soil Erosion and Sediment Control Plan, so as to effectively control stormwater discharges leaving the site during the construction period. I authorize RIDEM personnel access to the property for purposes of observing conditions pertinent to this application and assessing compliance with any permit or determination resulting from this application.					
	Applicant's Signature: 			Title:		Date: 06/15/21
<b>Professional</b>	Organization/Company Name: DiPrete Engineering			Professional's License Type(s) and Number(s): Civil Engineer, PE # 13362		
	Professional's Name: Jakob Cruikshank			Email: jcruikshank@diprete-eng.com		Phone: 401-943-1000
	I certify under penalty of law that the project described in this application and associated materials is in compliance with the RI Stormwater Design and Installation Standards Manual (as amended) and the Rhode Island Soil Erosion and Sediment Control Handbook (as amended) [if required] and I believe all information presented in this application and the accompanying materials are true, accurate and complete. All engineering designs, plans and specifications [if required] included in this application were done by me or by someone working directly for me. The Natural Heritage Area Information [if required] and the site specific Soil Erosion and Sediment Control Plan [if required] were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering or developing the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete at the time this application is made. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.					
	Professional's Signature: 			Title: Project Engineer		Date: 06/15/21

**DOUGLAS ENTERPRISES, LTD**

P.O. BOX 385  
WAKEFIELD, RI 02880  
401-419-6996  
LIC. 8741

1909

57-7464/2115  
129

DATE 6/5/21

CHECK ARMOR  
PROTECTION

PAY  
TO THE  
ORDER OF

Rhode Island General Treasure  
Ten Hundred + 00/100

\$ 400 -

DOLLARS

Photo  
Safe  
Deposit  
Data on back

**BANK NEWPORT**

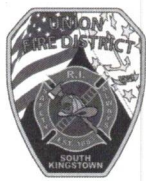
Member FDIC

FOR Maturity

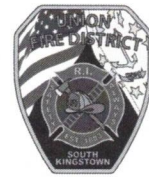
[Signature]

⑈001909⑈ ⑆211574642⑆ 150000869221⑈

(11)



UNION FIRE DISTRICT OF SOUTH KINGSTOWN  
131 ASA POND ROAD  
SOUTH KINGSTOWN, RI 02879



TEL (401) 789-8354

FAX (401) 789-8750

August 30, 2021

Mr. James Rabbitt, Planning Director  
Town of South Kingstown  
180 High Street  
Wakefield, RI 02879

Re: Matunuck Beach Conominiums Subdivision

Dear Mr. Rabbitt;

The Union Fire District's Fire Marshal's Office has no objections to the planned subdivision Matunuck Beach Conominiums. Fire Code compliance for the buildings will be reviewed at the time of plans submittal at the office of the Building Official.

If you need anything further, please don't hesitate to contact us.

Regards,

Chris Hiener, Fire Marshal  
Union Fire District  
131 Asa Pond Rd  
Wakefield, RI 02879  
Phone (401)789-8354  
Cell (401)255-5921  
Fax (401)789-8750  
[chiener@unionfiredistrict.com](mailto:chiener@unionfiredistrict.com)  
[www.unionfiredistrict.com](http://www.unionfiredistrict.com)

**“Safety Always”**

Right-of-Way Physical Alteration Permit  
**PAP-21-82**

**Your submission**

Submitted Aug 31, 2021 at 4:32pm

**Your Submission**

Attachments  
Guests (0)

- DPS Application
- Completeness Review
- Physical Alteration Permit Payment
- Staff Engineer Approval
- Final Approval
- DPS Inspection

**Contact Information**

**Douglas DeSimone**

Email address Phone Number  
douglaspropertiesri@gmail.com 4014196993

Mailing Address  
25 Bluff Hill Cove Farm Road , Narragansett, RI 02882

**Location**

**0 MATUNUCK BEACH ROAD**  
SOUTH KINGSTOWN, RI  
02879



**Right-of-Way Physical Alteration Permit**

Distance from Utility Pole (ft)	Closest Utility Pole #
130	60-02
Date of Work	Type of Alteration
01/04/2022	New Driveway Opening (Curb Cut)
Shoulder Alteration	Dig Safe Number (if required)
--	--
Description of Work *	
New Driveway to service new developement	

**Contractor Information**

No results to display

**Applicant Affidavit**

Applicant Signature - By checking this box and typing my name, I intend to electronically affix my signature, indicating that I have read, understand and affirm this attestation. \*

Stephen DeSimone  
Aug 31, 2021

Town of South Kingstown, RI

**Your Profile**  
Your Records  
(/dashboard/records)

**Resources**  
Claim a Record  
(/claimRecord)  
Employee Login  
(https://southkingstownri.viewpointcloud.io)

Portal powered by **OpenGov**

## MATUNUCK BEACH CONDOMINIUM

### PHASING SCHEDULE AND

### IDENTIFICATION OF LMI UNITS

- In accord with Rhode Island law, the Rhode Island Condominium Act, so called, each building must be substantially complete to be added to the condominium. Therefore, there shall be 6 phases, 1 for each building. During Phase 1 the vast majority of infrastructure improvements including water service, drainage, grading, erosion control measures and OWTS system and building Number 1 containing Units 1 and 2 shall be completed. Each subsequent phase will include the addition of one completed building and OWTS system. Prior to inclusion of the final building in the final phase all infrastructure improvements shall be completed as well as any incomplete landscaping.
- The LMI units shall be located in Building 1, Unit 2, Building 2, Unit 4 and Building 6, Unit 12. All LMI units shall be exactly identical on the exterior and shall contain exactly the same square footage as the market rate units.

MATUNUCK BEACH ROAD PARTNERS, LLC.  
PO BOX 385  
WAKEFIELD, RI 02880

August 9, 2021

Planning Board  
Town of South Kingstown  
180 High Street  
South Kingstown, RI 02879


RE: MATUNUCK BEACH CONDOMINIUM

Dear Sirs and Madams,

Please consider our request for the following waivers, modifications or variances in conjunction with our development, the Matunuck Beach Condominium.

- A. A Variance from Section 301, Use Code 12.1. Permission to locate a Multi-household Land Development Project in the R-20 zone.
- B. A Variance from the requirements of Section 401, Density; to allow 12 units; density bonus of 6 units, 3 of which are to be affordable.
- C. A Waiver from Article IV, Section H (9) of the Subdivision Regulations to permit buildings within the Land Development Project to be within 25' of one another.

We are,  
Sincerely Yours,

  
Stephen R. DeSimone



# Town of South Kingstown, RI

509 Commodore Perry Highway  
Wakefield, RI 02879  
Tel. 401-789-9331  
Fax. 401-782-8068

PUBLIC SERVICES DEPARTMENT

## WATER SERVICE ENGINEERING REVIEW REQUEST

Review Requested By: Steven Hopfenberg - DiPrete

401-943-1000

Property Address: Matunuck Beach Road

Plat: 92-2

56

Town  Private  State

Gravel  Paved

WATER SERVICE IS AVAILABLE AT THIS TIME\* (See Note)

WATER SERVICE IS AVAILABLE AT THIS TIME, BUT REQUIRES LATERAL INSTALLATION AT PROPERTY OWNER'S EXPENSE

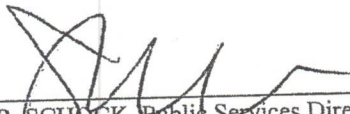
Short Service  Long Service

*Service installation subject to winter trench conditions from November 1<sup>st</sup> through April 1<sup>st</sup> of a given year. Additional cost to be paid by property owner.*

WATER SERVICE IS NOT AVAILABLE AT THIS TIME

WATER MAIN EXTENSION REQUIRED

OTHER: REQUIRES CPMC APPROVAL.

  
\_\_\_\_\_  
JON R. SCHOCK, Public Services Director  
LUCIEN T. MASSON, Water Superintendent

12-5-19  
\_\_\_\_\_  
DATE

**\*NOTE:** The Town makes no warranty either written or implied as to the accuracy of lateral installation. Confirmation of lateral is only warranted upon test-pit verification at property owner's expense.

12/4/19



Doug DeSimone &lt;douglaspropertiesri@gmail.com&gt;

---

**Matunuck Beach Condominium CRMC Jurisdiction**

1 message

**Chris Duhamel** <cduhamel@diprete-eng.com>

3 August 2021 at 14:04

To: "Doug Desimone (douglaspropertiesri@gmail.com)" &lt;douglaspropertiesri@gmail.com&gt;

Doug,

CRMC Jurisdiction clarified.

Chris

**Chris Duhamel, PE, PLS**

Principal

Please feel free to contact me on my cell anytime at 401-640-0513

Thank you!

---

**DiPrete Engineering | BOSTON PROVIDENCE NEWPORT**

T 401-943-1000 | C 401-640-0513 | Two Stafford Court Cranston, RI 02920

diprete-eng.com | Facebook | Twitter | Linked In | City/Town | Vcard

---

**From:** Personeus, Neal (DEM) <neal.personeus@dem.ri.gov>**Sent:** Tuesday, July 27, 2021 1:02 PM**To:** Chris Duhamel <cduhamel@diprete-eng.com>**Cc:** rluca <rluca@crmc.ri.gov>; tsilvia@crmc.ri.gov**Subject:** Re: [EXTERNAL] : Matunuck Beach Condominium

---

[EXTERNAL MESSAGE] - Don't click links or open attachments unless you are certain of the source.

---

Hi Chris,

CRMC review staff are aware that the RIPDES and UIC reviews will be part of the CRMC Assent review and any potential subsequent permit, as per the Rules. I have already communicated with CRMC staff on this project. Please note that should the project scope be changed such that the project doesn't require an Assent from CRMC, then you will need to return to RIDEM for both the RIPDES and UIC, provided they are both still triggered after any design changes.

Please let me know if you still have questions or require additional information.

Thanks,

Neal

---

**From:** Chris Duhamel <cduhamel@diprete-eng.com>  
**Sent:** Tuesday, July 27, 2021 12:16 PM  
**To:** Personeus, Neal (DEM) <neal.personeus@dem.ri.gov>  
**Cc:** Jakob Cruikshank <jcruikshank@diprete-eng.com>; Doug Desimone (douglaspropertiesri@gmail.com) <douglaspropertiesri@gmail.com>  
**Subject:** [EXTERNAL] : Matunuck Beach Condominium

Dear Neal,

Kristen Thompson has called and informed us that the attached application for RIDEM review of the UIC Program and RIPDES NOI are not applicable for the subject site. *CRMC*

Would you be able to respond with an return email that I could submit to the RI CRMC for the Assent application?

I have copied the owner Doug Desimone on this request as well.

Thank you for your assistance.

Sincerely

Chris

**Chris Duhamel, PE, PLS**

Principal

Please feel free to contact me on my cell anytime at 401-640-0513

Thank you!

---

**DiPrete Engineering | BOSTON PROVIDENCE NEWPORT [DIPRETE-ENG.COM]**

**T** 401-943-1000 | **C** 401-640-0513 | Two Stafford Court Cranston, RI 02920

diprete-eng.com [diprete-eng.com] | Facebook [facebook.com] | Twitter [twitter.com] | Linked In [linkedin.com]  
| City/Town [diprete-eng.com] | Vcard [diprete-eng.com]



**RHODE ISLAND DEPARTMENT OF ENVIRONMENTAL MANAGEMENT  
ONSITE WASTEWATER TREATMENT SYSTEM CONSTRUCTION PERMIT**  
www.dem.ri.gov/septic

FOR RIDEM USE ONLY  
APPLICATION No. 2022-0912 DATE RECEIVED 6/15/21 AMOUNT RECEIVED \$ 300.00 CHECK # 1033

**TYPE OF APPLICATION (CHECK ALL THAT APPLY)**

- NEW BUILDING CONSTRUCTION
- ALTERATION
- REPAIR
- TRANSFER

- A/E TECHNOLOGY TYPE Ax-20
- VARIANCE 4/65T
- REDESIGN
- JOINT OWTS / WETLANDS PD

**SITE INFORMATION**

NO. STREET Madonick Beach Road CITY/TOWN South Fargishe POLE # \_\_\_\_\_  
 LOT NUMBER 91-2 LOT NUMBER 56 SUBDIVISION LOT NUMBER 11 & 12  
 LOT SIZE 4.767 SF/ACRES \_\_\_\_\_  
 SUBDIVISION NAME Madonick Beach Ceres  
 SUBDIVISION SITE SUITABILITY CERTIFICATION # MA

**OWNER INFORMATION**

LAST NAME Brown FIRST NAME Eileen M.I. do Douglas Enterprises LTD  
 NO. STREET PO Box 38 CITY/TOWN Watchet ZIP CODE 01880

**RIDEM APPLICATION HISTORY**

PREVIOUS SITE TESTING  YES  NO APPLICATION # 2032-1432  
 DEPTH TO APPROVED WATER TABLE 8' HOW DETERMINED SEV  
 TEST HOLE # 21-1 DATE EXCAVATED 7/22/21 WETLANDS within 200' OF OWTS  YES  NO  
 WETLAND DETERMINATION  YES  NO RIDEM FILE # \_\_\_\_\_ DATE \_\_\_\_\_

**LARGE SYSTEM  YES  NO OCI FILE # IF APPLICABLE**

**DESIGN INFORMATION**

BUILDING USE:  Residential  Commercial  Other \_\_\_\_\_  
 WATER SUPPLY:  public water  public well  private well \_\_\_\_\_  
 # OF DESIGN UNITS 4 Bedrooms (60) Office of Water Resources  
 UNIT DESIGN FLOW 115 gallons per 92 (unit) TOTAL DAILY FLOW 460 gallons  
 TANK SIZE 2,000 gallons DESIGN LOADING RATE 2.1 square feet  
 MINIMUM REQUIRED LEACHFIELD AREA 220 square feet  
 LEACHFIELD TYPE Gravel Sand Treatment System (65T 618)  
 TOTAL AREA OF LEACHFIELD PROVIDED 248 square feet

**CERTIFICATION**

1. Jakob Cwikshank (print), the undersigned licensed OWT/S application and accompanying forms, submittals, plans and sketches in accordance with the RULES of the RIDEM information provided on this application and accompanying forms, submittals, plans and sketches is true and accurate.  
 Designer's Signature \_\_\_\_\_ License # 133  
 Designer's Email jcwikshank@depuk-reg.com Phone # \_\_\_\_\_  
 Business/Company Name D. P. K. Engineering  
 I certify that a) I am the owner of the property indicated under the site information on this application, b) I will have record to witness and inspect the installation of the system, c) the system will be installed in strict accordance with this application, d) I will have responsibility for any improper installations of the system on this site and agree to hold the RIDEM harmless from the application. In the case of a transfer application, I acknowledge that the permit application and plans provided are the operative documents subject to certification.

Owner's Phone Number \_\_\_\_\_  
 Owner's Email \_\_\_\_\_  
 Owner(s) Signature Cileen Bialkowski

**PERMIT APPROVAL SECTION: DO NOT WRITE BELOW**

Based upon the representations of the owner and the owner's agents, including the representative and the truth and accuracy of all information submitted, this application for an OWTS is hereby approved. The responsibility or liability for the future safe operation or maintenance of the aforesaid system, of the to this site, nor does it assume any responsibility for the accuracy and truth of the owner's, or the this approval is subject to future suspension or revocation in the event that subsequent examination any application, form, submittal, plan or sketch to be incorrect, or not in compliance with the RULES such that the approved design is not in accordance with the RULES, or in the event that the system wastewater to waters of the State or fails to operate satisfactorily in any other manner.

**IMPORTANT: Additional terms of approval as circled**

- A. Bottom of leaching area excavation must be inspected by the RIDEM prior to placement of
- B. System installation must be inspected by RIDEM prior to covering any component of the system
- C. Applicant shall comply with all requirements, conditions and stipulations of variance(s) approved
- D. Joint Permit: Designer of record must contact RIDEM prior to start of any site construction
- E/A/E Technology: additional installation, operation or maintenance requirements may apply
- F. Copy of this form and Operation/Maintenance contract must be filed in land evidence records
- G. Proposed construction falls within "Coastal Zone". Contact Rhode Island Coastal Resources
- H. Proper erosion and sedimentation controls must be installed prior to start of construction.
- I. Transfer: See original permit for all applicable conditions.
- J. Other \_\_\_\_\_

10' full perimeter  
No foundation drains  
CEM approval required

Signature of RIDEM Official Meguidin Tedesco  
 Date of \_\_\_\_\_

OWNER



**RHODE ISLAND DEPARTMENT OF ENVIRONMENTAL MANAGEMENT  
ONSITE WASTEWATER TREATMENT SYSTEM CONSTRUCTION PERMIT**

www.dem.ri.gov/septic

FOR RIDEM USE ONLY

APPLICATION No. 2132-0928 DATE RECEIVED 6/17/11 AMOUNT RECEIVED \$ 3000 CHECK # 1024 NOTE

**TYPE OF APPLICATION (CHECK ALL THAT APPLY)**

- NEW BUILDING CONSTRUCTION
- ALTERATION
- REPAIR
- TRANSFER
- A/E TECHNOLOGY TYPE Alteration
- VARIANCE
- REDESIGN
- JOINT OWTS / WETLANDS PD

**SITE INFORMATION**

NO. STREET Almond Pond Road CITY/TOWN Westerly POLE # \_\_\_\_\_  
 PLAT NUMBER 412 LOT NUMBER 26 SUBDIVISION LOT NUMBER \_\_\_\_\_  
 LOT SIZE 4.25 SF/ACRES \_\_\_\_\_  
 SUBDIVISION NAME Almond Pond  
 SUBDIVISION SITE SUITABILITY CERTIFICATION # 1114

**OWNER INFORMATION**

LAST NAME Robinson FIRST NAME Robert M.I. \_\_\_\_\_  
 NO. STREET 1000 CITY/TOWN Westerly ZIP CODE 02890

**RIDEM APPLICATION HISTORY**

PREVIOUS SITE TESTING  YES  NO APPLICATION # 2132-1017  
 DEPTH TO APPROVED WATER TABLE 2 HOW DETERMINED EF  
 TEST HOLE # 1 DATE EXCAVATED 1/11/11 WETLANDS within 200' OF OWTS  YES  NO  
 WETLAND DETERMINATION  YES  NO RIDEM FILE # \_\_\_\_\_ DATE \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
 LARGE SYSTEM  YES  NO OCI FILE # IF APPLICABLE \_\_\_\_\_

**DESIGN INFORMATION**

BUILDING USE:  Residential  Commercial  Other \_\_\_\_\_  
 WATER SUPPLY:  public water  public well  private well  
 # OF DESIGN UNITS 1 Office of Water Resources  
 UNIT DESIGN FLOW 11 gallons per (unit) TOTAL DAILY FLOW 11 gallons  
 TANK SIZE 2000 gallons DESIGN LOADING RATE \_\_\_\_\_ gpd/sf  
 MINIMUM REQUIRED LEACHFIELD AREA 170 square feet  
 LEACHFIELD TYPE Gravel  
 TOTAL AREA OF LEACHFIELD PROVIDED 200 square feet

**CERTIFICATION**

I, Paul Catlett (print), the undersigned licensed OWTS designer, certify that I prepared this application and accompanying forms, submittals, plans and sketches in accordance with the RULES of the RIDEM pertaining to OWTS and that all the information provided on this application and accompanying forms, submittals, plans and sketches is true and accurate.

Designer's Signature \_\_\_\_\_ License # \_\_\_\_\_  
 Designer's Email \_\_\_\_\_ Phone # \_\_\_\_\_

Business/Company Name Paul Catlett  
 I certify that a) I am the owner of the property indicated under the site information on this application, b) I will hire a licensed OWTS installer to install the system proposed herein, c) the system will be installed in strict accordance with this application, d) I will hire and retain the licensed OWTS designer of record to witness and inspect the installation of the system, e) I assume all responsibility for the truth and accuracy of this application and all liability and responsibility for any improper installations of the system on this site and agree to hold the RIDEM harmless from any and all claims relating whatsoever to the system. In the case of a transfer application, I acknowledge that the permit application and plans previously approved and accompanying this application are the operative documents subject to certification.

Owner's Phone Number \_\_\_\_\_  
 Owner's Email \_\_\_\_\_  
 Owner(s) Signature \_\_\_\_\_

**PERMIT APPROVAL SECTION: DO NOT WRITE BELOW THIS LINE**

Based upon the representations of the owner and the owner's agents, including the representations of the owner's OWTS designer, and the truth and accuracy of all information submitted, this application for an OWTS is hereby approved. The RIDEM assumes no responsibility or liability for the future safe operation or maintenance of the aforesaid system, or the fitness or suitability of this system to this site, nor does it assume any responsibility for the accuracy and truth of the owner's, or the owner's agent's representations. This approval is subject to future suspension or revocation in the event that subsequent examination reveals any data indicated on any application, form, submittal, plan or sketch to be incorrect, or not in compliance with the RULES or any conditions at the site are such that the approved design is not in accordance with the RULES, or in the event that the system discharges inadequately treated wastewater to waters of the State or fails to operate satisfactorily in any other manner.

**IMPORTANT: Additional terms of approval as circled.**

- A. Bottom of leaching area excavation must be inspected by the RIDEM prior to placement of any gravel or stone.
- B. System installation must be inspected by RIDEM prior to covering any component of the system with backfill.
- C. Applicant shall comply with all requirements, conditions and stipulations of variance(s) approved on \_\_\_\_\_.
- D. Joint Permit: Designer of record must contact RIDEM prior to start of any site construction.
- E. A/E Technology: additional installation, operation or maintenance requirements may apply (see A/E Technology Certification.)
- F. Copy of this form and Operation/Maintenance contract must be filed in land evidence records prior to performance.
- G. Proposed construction falls within "Coastal Zone". Contact Rhode Island Coastal Resources Management Council.
- H. Proper erosion and sedimentation controls must be installed prior to start of construction.
- I. Transfer: See original permit for all applicable conditions.
- J. Other \_\_\_\_\_

Signature of RIDEM Official Meddelion Tello Date of Approval 7/21/11 Date of Expiration 7/21/16  
10' fill perimeter  
no foundation drains  
CEMC approval required

OWNER



**RHODE ISLAND DEPARTMENT OF ENVIRONMENTAL MANAGEMENT  
ONSITE WASTEWATER TREATMENT SYSTEM CONSTRUCTION PERMIT**  
www.dem.ri.gov/septic



APPLICATION NO. 2022-017 / DATE RECEIVED 1/11/2022 / AMOUNT RECEIVED \$ 0 / CHECK # 0 / NOTE 0

**FOR RIDEM USE ONLY**

**CERTIFICATION**

I, [Signature] (print), the undersigned licensed OWTS designer, certify that I prepared this application and accompanying forms, submittals, plans and sketches in accordance with the RULES of the RIDEM pertaining to OWTS and that all the information provided on this application and accompanying forms, submittals, plans and sketches is true and accurate.

Designer's Signature [Signature] License # 00000000  
 Designer's Email [Email] Phone # [Phone]

Business/Company Name [Name]  
 I certify that a) I am the owner of the property indicated under the site information on this application, b) I will hire a licensed OWTS installer to install the system proposed herein, c) the system will be installed in strict accordance with this application, d) I will hire and retain the licensed OWTS designer of record to witness and inspect the installation of the system, e) I assume all responsibility for the truth and accuracy of this application and all liability and responsibility for any improper installations of the system on this site and agree to hold the RIDEM harmless from any and all claims relating whatsoever to the system. In the case of a transfer application, I acknowledge that the permit application and plans previously approved and accompanying this application are the operative documents subject to certification.

Owner's Phone Number [Number]  
 Owner's Email [Email]  
 Owner(s) Signature [Signature]

**PERMIT APPROVAL SECTION: DO NOT WRITE BELOW THIS LINE**

Based upon the representations of the owner and the owner's agents, including the representations of the owner's OWTS designer, and the truth and accuracy of all information submitted, this application for an OWTS is hereby approved. The RIDEM assumes no responsibility or liability for the future safe operation or maintenance of the aforesaid system, of the fitness or suitability of this system to this site, nor does it assume any responsibility for the accuracy and truth of the owner's, or the owner's agent's representations. This approval is subject to future suspension or revocation in the event that subsequent examination reveals any data indicated on any application, form, submittal, plan or sketch to be incorrect, or not in compliance with the RULES or any conditions at the site or such that the approved design is not in accordance with the RULES, or in the event that the system discharges inadequately treated wastewater to waters of the State or fails to operate satisfactorily in any other manner.

**IMPORTANT: Additional terms of approval as circled.**

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 B. System installation must be inspected by RIDEM prior to covering any component of the system with backfill.  
 C. Applicant shall comply with all requirements, conditions and stipulations of variance(s)/approved on  
 D. Joint Permit: Designer of record must contact RIDEM prior to start of any site construction.  
 E. A/E Technology: additional installation, operation or maintenance requirements may apply (see A/E Technology Certification Form)  
 F. Copy of this form and Operation/Maintenance contract must be filed in land evidence records prior to conformance.  
 G. Proposed construction falls within "Coastal Zone". Contact Rhode Island Coastal Resources Management Council.  
 H. Proper erosion and sedimentation controls must be installed prior to start of construction.  
 I. Transfer: See original permit for all applicable conditions.  
 J. Other [Handwritten]

**TYPE OF APPLICATION (CHECK ALL THAT APPLY)**

NEW BUILDING CONSTRUCTION  
 ALTERATION  
 REPAIR  
 TRANSFER

A/E TECHNOLOGY TYPE  
 VARIANCE  
 REDESIGN  
 JOINT OWTS / WETLANDS PD

**SITE INFORMATION**

NO. STREET [Street] CITY/TOWN [City] POLE # [Pole]  
 PLAT NUMBER [Plat] LOT NUMBER [Lot] SUBDIVISION LOT NUMBER [Subdiv]  
 LOT SIZE [Size] SF/ACRES [Acres]

**OWNER INFORMATION**

SUBDIVISION SITE SUITABILITY CERTIFICATION # [Cert]  
 LAST NAME [Name] FIRST NAME [Name] M.I. [MI]  
 NO. STREET [Street] CITY/TOWN [City] ZIP CODE [Zip]

**RIDEM APPLICATION HISTORY**

PREVIOUS SITE TESTING  YES  NO APPLICATION # [App] HOW DETERMINED [How]  
 DEPTH TO APPROVED WATER TABLE [Depth]  
 TEST HOLE # [Hole] DATE EXCAVATED [Date] / [Month] / [Year] WETLANDS within 200' OF OWTS  YES  NO  
 WETLAND DETERMINATION  YES  NO RIDEM FILE # [File] DATE [Date]  
 LARGE SYSTEM  YES  NO OCI FILE # IF APPLICABLE [OCI]

**DESIGN INFORMATION**

BUILDING USE:  Residential  Commercial  Other [Other]  
 WATER SUPPLY:  public water  public well  private well  
 # OF DESIGN UNITS [Units]  
 UNIT DESIGN FLOW [Flow] gallons per (unit) TOTAL DAILY FLOW [Total] gallons  
 TANK SIZE [Size] gallons DESIGN LOADING RATE [Rate] gpd/sf



**RHODE ISLAND DEPARTMENT OF ENVIRONMENTAL MANAGEMENT  
ONSITE WASTEWATER TREATMENT SYSTEM CONSTRUCTION PERMIT**  
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APPLICATION No. 2132-0910 DATE RECEIVED 6/15/21 AMOUNT RECEIVED \$ 3000 CHECK # 1031 NOTE 03A

**CERTIFICATION**

I, Jakob Gubstok (print), the undersigned licensed OWTS designer, certify that I prepared this application and accompanying forms, submittals, plans and sketches in accordance with the RULES of the RIDEM pertaining to OWTS and that all the information provided on this application and accompanying forms, submittals, plans and sketches is true and accurate.

Designer's Signature [Signature] License # 13261  
Designer's Email jakob.gubstok@septic.com Phone # 401-943-1100

Business/Company Name AKA Engineering  
I certify that a) I am the owner of the property indicated under the site information on this application, b) I will hire a licensed OWTS installer to install the system proposed herein, c) the system will be installed in strict accordance with this application, d) I will hire and retain the licensed OWTS designer of record to witness and inspect the installation of the system, e) I assume all responsibility for the truth and accuracy of this application and all liability and responsibility for any improper installations of the system on this site and agree to hold the RIDEM harmless from any and all claims relating whatsoever to the system. In the case of a transfer application, I acknowledge that the permit application and plans previously approved and accompanying this application are the operative documents subject to certification.

Owner's Phone Number \_\_\_\_\_  
Owner's Email \_\_\_\_\_  
Owner(s) Signature [Signature]

**PERMIT APPROVAL SECTION: DO NOT WRITE BELOW THIS LINE**

Based upon the representations of the owner and the owner's agents, including the representations of the owner's OWTS designer, and the truth and accuracy of all information submitted, this application for an OWTS is hereby approved. The RIDEM assumes no responsibility or liability for the future safe operation or maintenance of the aforesaid system, of the fitness or suitability of this system to this site, nor does it assume any responsibility for the accuracy and truth of the owner's, or the owner's agent's representations. This approval is subject to future suspension or revocation in the event that subsequent examination reveals any data indicated on any application, form, submittal, plan or sketch to be incorrect, or not in compliance with the RULES or any conditions at the site are such that the approved design is not in accordance with the RULES, or in the event that the system discharges inadequately treated wastewater to waters of the State or fails to operate satisfactorily in any other manner.

**IMPORTANT: Additional terms of approval as circled.**

- A. Bottom of leaching area excavation must be inspected by the RIDEM prior to placement of any gravel or stone.
- B. System installation must be inspected by RIDEM prior to covering any component of the system with backfill.
- C. Applicant shall comply with all requirements, conditions and stipulations of variance(s) approved on \_\_\_\_\_.
- D. Joint Permit: Designer of record must contact RIDEM prior to start of any site construction.
- E. A/E Technology: additional installation, operation or maintenance requirements may apply (see A/E Technology Certification.)
- F. Copy of this form and Operation/Maintenance contract must be filed in land evidence records prior to conformance.
- G. Proposed construction falls within "Coastal Zone". Contact Rhode Island Coastal Resources Management Council.
- H. Proper erosion and sedimentation controls must be installed prior to start of construction.
- I. Transfer: See original permit for all applicable conditions.
- J. Other \_\_\_\_\_

**TYPE OF APPLICATION (CHECK ALL THAT APPLY)**

- NEW BUILDING CONSTRUCTION
- ALTERATION
- REPAIR
- TRANSFER
- A/E TECHNOLOGY TYPE Var. 20 w/ 051
- VARIANCE
- REDESIGN
- JOINT OWTS / WETLANDS PD

**SITE INFORMATION**

NO. STREET Masturb Beach Road CITY/TOWN South Kingstown POLE # \_\_\_\_\_  
PLAT NUMBER 92.2 LOT NUMBER 56 SUBDIVISION LOT NUMBER 7928  
LOT SIZE 4.767 SF/ACRES \_\_\_\_\_  
SUBDIVISION NAME Masturb Beach Cor'd.  
SUBDIVISION SITE SUITABILITY CERTIFICATION # N/A

**OWNER INFORMATION**

FIRST NAME Ellen Jo M.I. \_\_\_\_\_  
LAST NAME Waters CITY/TOWN \_\_\_\_\_  
NO. STREET Box 385 ZIP CODE 01880

**RIDEM APPLICATION HISTORY**

PREVIOUS SITE TESTING  YES  NO APPLICATION # 2032-1432  
DEPTH TO APPROVED WATER TABLE 8' HOW DETERMINED SFV  
TEST HOLE # 1-6 DATE EXCAVATED 2/22/21 WETLANDS within 200' OF OWTS  YES  NO  
WETLAND DETERMINATION  YES  NO RIDEM FILE # \_\_\_\_\_ DATE \_\_\_\_\_

**LARGE SYSTEM  YES  NO OCI FILE # IF APPLICABLE \_\_\_\_\_**

**DESIGN INFORMATION**

BUILDING USE:  Residential  Commercial  Other \_\_\_\_\_  
WATER SUPPLY:  public water  public well  private well  
# OF DESIGN UNITS 4 gallons per (10k) \_\_\_\_\_  
UNIT DESIGN FLOW 115 gallons per (10k) (unit) TOTAL DAILY FLOW 460 gallons  
TANK SIZE 2000 gallons DESIGN LOADING RATE 2.5 gallons per (10k) gallons per day

10' to 11' per meter  
Foundation drains



**RHODE ISLAND DEPARTMENT OF ENVIRONMENTAL MANAGEMENT  
ONSITE WASTEWATER TREATMENT SYSTEM CONSTRUCTION PERMIT**



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NOTE 03x

DATE RECEIVED 6/15/2021

AMOUNT RECEIVED \$ 300.00

CHECK # 1030

APPLICATION No. 2032-1432

**CERTIFICATION**

TYPE OF APPLICATION (CHECK ALL THAT APPLY)

- NEW BUILDING CONSTRUCTION
- ALTERATION
- REPAIR
- TRANSFER

- A/E TECHNOLOGY TYPE Axx0
- VARIANCE
- REDESIGN
- JOINT OWTS / WETLANDS PD

**SITE INFORMATION**

NO. STREET Matunuck Beach Road CITY/TOWN South Kingstown POLE # \_\_\_\_\_  
 PLAT NUMBER 92-2 LOT NUMBER 56 SUBDIVISION LOT NUMBER Unit 192  
 LOT SIZE 4.77 SF/ACRES Matunuck Beach Condos  
 SUBDIVISION NAME \_\_\_\_\_  
 SUBDIVISION SITE SUITABILITY CERTIFICATION # M/A

**OWNER INFORMATION**

LAST NAME Brancazio FIRST NAME Felicia de Douglas Fedorovic M.I. \_\_\_\_\_  
 NO. STREET P.O. Box 385 CITY/TOWN Wakefield ZIP CODE 02870

**RIDEM APPLICATION HISTORY**

PREVIOUS SITE TESTING  YES  NO APPLICATION # 2032-1432  
 DEPTH TO APPROVED WATER TABLE 6.0 HOW DETERMINED SEV  
 TEST HOLE # 21-12 DATE EXCAVATED 2/22/21 WETLANDS WITHIN 200' OF OWTS  YES  NO  
 WETLAND DETERMINATION  YES  NO RIDEM FILE # \_\_\_\_\_ DATE \_\_\_\_\_  
 LARGE SYSTEM  YES  NO OCI FILE # IF APPLICABLE \_\_\_\_\_

**DESIGN INFORMATION**

BUILDING USE:  Residential  Commercial  Other \_\_\_\_\_  
 WATER SUPPLY:  public water  public well  private well  
 # OF DESIGN UNITS 4 Per 1000 (B1)

**Environmental Management**

JUN 15 2021

DESIGN FLOW 115 gallons per 24 (unit) TOTAL DAILY FLOW Office of Water Resources

I, Jakob Cwikchank (print), the undersigned licensed OWTS designer, certify that I prepared this application and accompanying forms, submittals, plans and sketches in accordance with the RULES of the RIDEM pertaining to OWTS and that all the information provided on this application and accompanying forms, submittals, plans and sketches is true and accurate.

Designer's Signature [Signature] License # 13362  
 Designer's Email jcwikchank@depot-ny.com Phone # 401-943-1000

Business/Company Name O. Pak Engineering  
 I certify that a) I am the owner of the property indicated under the site information on this application, b) I will hire a licensed OWTS installer to install the system proposed herein, c) the system will be installed in strict accordance with this application, d) I will hire and retain the licensed OWTS designer to record to witness and inspect the installation of the system, e) I assume all responsibility for the truth and accuracy of this application and all liability for responsibility for any improper installations of the system on this site and agree to hold the RIDEM harmless from any and all claims relating whatsoever to the system. In the case of a transfer application, I acknowledge that the permit application and plans previously approved and accompanying the application are the operative documents subject to certification.

Owner's Phone Number \_\_\_\_\_  
 Owner's Email \_\_\_\_\_  
 Owner(s) Signature [Signature]

**PERMIT APPROVAL SECTION: DO NOT WRITE BELOW THIS LINE**

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- C. Applicant shall comply with all requirements, conditions and stipulations of variances(s) approved on \_\_\_\_\_
- D. Joint Permit: Designer of record must contact RIDEM prior to start of any site construction.
- E. A/E Technology: additional installation, operation or maintenance requirements may apply (see A/E Technology Certification Form).
- F. Copy of this form and Operation/Maintenance contract must be filed in land evidence records prior to commencement.
- G. Proposed construction falls within "Coastal Zone". Contact Rhode Island Coastal Resources Management Council.
- H. Proper erosion and sedimentation controls must be installed prior to start of construction.
- I. Transfer: See original permit for all applicable conditions.
- J. Other \_\_\_\_\_

NO foundation drains  
 10' fill perimeter



**RHODE ISLAND DEPARTMENT OF ENVIRONMENTAL MANAGEMENT  
ONSITE WASTEWATER TREATMENT SYSTEM CONSTRUCTION PERMIT**



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APPLICATION No. 2136-088 DATE RECEIVED 6/1/17

AMOUNT RECEIVED \$ 2000

CHECK # 2000

NOTE 034

**CERTIFICATION**

*(print)*, the undersigned licensed OWTS designer, certify that I prepared this application and accompanying forms, submittals, plans and sketches in accordance with the RULES of the RIDEM pertaining to OWTS and that all the information provided on this application and accompanying forms, submittals, plans and sketches is true and accurate.

**TYPE OF APPLICATION (CHECK ALL THAT APPLY)**

NEW BUILDING CONSTRUCTION

ALTERATION

REPAIR

TRANSFER

A/E TECHNOLOGY TYPE

VARIANCE

REDESIGN

JOINT OWTS / WETLANDS PD

**SITE INFORMATION**

NO. STREET \_\_\_\_\_ CITY/TOWN \_\_\_\_\_ POLE # \_\_\_\_\_

PLAT NUMBER \_\_\_\_\_ LOT NUMBER \_\_\_\_\_ SUBDIVISION LOT NUMBER \_\_\_\_\_

LOT SIZE \_\_\_\_\_ SF/ACRES \_\_\_\_\_

SUBDIVISION NAME \_\_\_\_\_

SUBDIVISION SITE SUITABILITY CERTIFICATION # \_\_\_\_\_

**OWNER INFORMATION**

LAST NAME \_\_\_\_\_ FIRST NAME \_\_\_\_\_ M.I. \_\_\_\_\_

NO. STREET \_\_\_\_\_ CITY/TOWN \_\_\_\_\_ ZIP CODE \_\_\_\_\_

**RIDEM APPLICATION HISTORY**

PREVIOUS SITE TESTING  YES  NO APPLICATION # \_\_\_\_\_

DEPTH TO APPROVED WATER TABLE \_\_\_\_\_ HOW DETERMINED \_\_\_\_\_

TEST HOLE # \_\_\_\_\_ DATE EXCAVATED \_\_\_\_\_ WETLANDS within 200' OF OWTS  YES  NO

WETLAND DETERMINATION  YES  NO RIDEM FILE # \_\_\_\_\_ DATE \_\_\_\_\_

LARGE SYSTEM  YES  NO OGI FILE # IF APPLICABLE \_\_\_\_\_

**DESIGN INFORMATION**

BUILDING USE:  Residential  Commercial

WATER SUPPLY:  public water  public well  private well

# OF DESIG. UNITS \_\_\_\_\_ NITS \_\_\_\_\_

UNIT DESIG. \_\_\_\_\_

DESIGN LOADING RATE \_\_\_\_\_

DESIGN DAILY FLOW \_\_\_\_\_ gallons

DESIGN DAILY FLOW \_\_\_\_\_ gpd/df

**Business/Company Name** \_\_\_\_\_

**Designer's Signature** \_\_\_\_\_ License # \_\_\_\_\_

**Designer's Email** \_\_\_\_\_ Phone # \_\_\_\_\_

**Owner's Phone Number** \_\_\_\_\_

**Owner's Email** \_\_\_\_\_

**Owner(s) Signature** \_\_\_\_\_

**PERMIT APPROVAL SECTION: DO NOT WRITE BELOW THIS LINE**

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- G. Proposed construction falls within "Coastal Zone". Contact Rhode Island Coastal Resources Management Council.
- H. Proper erosion and sedimentation controls must be installed prior to start of construction.
- I. Transfer: See original permit for all applicable conditions.
- J. Other \_\_\_\_\_

**Abutter's List**  
**AP 92-2 Lot 56**  
**South Kingstown, RI**  
**Prepared on: 2020-06-22**  
**Verified on: XXXX-XX-XX**

<b>Map/Block</b>	<b>Abutter</b>
92-2 / 39	SOUTH KINGSTOWN, TOWN OF 180 HIGH ST WAKEFIELD, RI 02879
93-1 / 19	CARREAU, WRIGHT B & DEBORAH A 7 COLLINS LANE ESSEX, CT 06426
92-2 / 70	KUIPER, ODIN K & KUIPER, CARRIE J 33 FARMCLIFF DR GLASTONBURY, CT 06033
93-1 / 54	BRIEN DONALD ET ALS 125 PROSPECT RD WAKEFIELD, RI 02879
92-2 / 72	BUMBERA FRANCIS W III & KIMBERLY A 187 MARION AVE PLANTSVILLE, CT 06479
92-2 / 73	BARCOMB SUSAN M 192 STONY HILL RD WILBRAHAM, MA 01095
93-1 / 18	PATTON, STEPHEN D & SUSAN L 51 FERN ST GLASTONBURY, CT 06033
92-2 / 74	CASSIN, THOMAS LEO III & KELLY 92 HOLDEN ROAD WAKEFIELD, RI 02879
92-2 / 75	ANGELINI NANCY M. REVOCABLE TRUST 295 THAYER STREET MILLVILLE, MA 01529
92-2 / 76	LOVELY, MARILYN & OKEEFE, MICHAEL T 10 RIMWOOD DR SMITHFIELD, RI 02917
92-2 / 77	GRANT TAMMY A 127 GRAND VIEW DR WARWICK , RI 02886-8800
92-2 / 78	SWOBODA, JOHN J JR ETUX KAREN 31 LARKIN POND RD SOUTH WEST KINGSTON, RI 02892

<b>Map/Block</b>	<b>Abutter</b>
92-2 / 79	GADBOIS, RONALD L DEC OF TRUST 60 HOLDEN RD WAKEFIELD, RI 02879
92-2 / 80	GALANTO SUSAN & ADLER & ALAN 68 ABBEY RD EAST HAMPTON, CT 06424
92-2 / 81	KUSELIAS, PETER A 30 HEMINGWAY RD WILBRAHAM, MA 01095
92-2 / 82	HAWKSLEY, WAYNE E & PATRICIA M 32 HOLDEN RD WAKEFIELD , RI 02879-7024
92-2 / 83	NICHOLS, EUGENE F AND SUSAN L 28 HOLDEN RD WAKEFIELD, RI 02879
92-2 / 84	CESARIO, MYRNA IRR TRUST 22 HOLDEN RD WAKEFIELD , RI 02879
92-2 / 85	SPINELLI, LISA E 18 HOLDEN ROAD WAKEFIELD, RI 02879-7024
92-2 / 86	CAOQUETTE, RONALD LEO JR & RENEE JEAN 4 HOLDEN RD WAKEFIELD, RI 02879
93-1 / 17	SIPALA, MICHAEL ETUX KATHERINE E 116 PROSPECT RD WAKEFIELD, RI 02879
92-2 / 43	SOUTH KINGSTOWN, TOWN OF 180 HIGH ST WAKEFIELD, RI 02879
92-2 / 69	ROSS CAROL F REVOC TRUST 101 HOLDEN ROAD WAKEFIELD, RI 02879
92-2 / 68	MORRISSETTE, MAURICE A & JEANNINE A TRUSTEES 93 HOLDEN RD WAKEFIELD, RI 02879

<b>Map/Block</b>	<b>Abutter</b>
92-2 / 66	CWALINA RI REALTY TRUST 83 NORTH ST NORTH READING, MA 01864
92-2 / 85	SPINELLI, LISA E 18 HOLDEN ROAD WAKEFIELD, RI 02879-7024
92-2 / 86	CAOUCETTE, RONALD LEO JR & RENEE JEAN 4 HOLDEN RD WAKEFIELD, RI 02879
93-1 / 17	SIPALA, MICHAEL ETUX KATHERINE E 116 PROSPECT RD WAKEFIELD, RI 02879
92-2 / 43	SOUTH KINGSTOWN, TOWN OF 180 HIGH ST WAKEFIELD, RI 02879
92-2 / 69	ROSS CAROL F REVOC TRUST 101 HOLDEN ROAD WAKEFIELD, RI 02879
92-2 / 68	MORRISSETTE, MAURICE A & JEANNINE A TRUSTEES 93 HOLDEN RD WAKEFIELD, RI 02879
92-2 / 66	CWALINA RI REALTY TRUST 83 NORTH ST NORTH READING, MA 01864
92-2 / 64	KOCH-MULVEY, ERIKA & JANSSEN, HEIDI R & KELLEHER, ANDREA 893 DANIELSON PIKE NORTH SCITUATE, RI 02857
92-2 / 63	SOMERS, JOHN S & JEAN E 55 HOLDEN ROAD WAKEFIELD , RI 02879
92-2 / 62	EVANS CHARLOTTE A REV TRST & EVANS DIANA P REV TRST 19 BELLA VISTA CIR CHEPACHET, RI 02814

<b>Map/Block</b>	<b>Abutter</b>
92-2 / 61	GUERTIN FAMILY IRREVOC LIVING TRUST 1201 SE PALM BEACH RD PORT ST LUCIE, FL 34952
93-1 / 55	VAN ANTWERP, BRADLEY P & JANINE M 12 DEVONSHIRE PLACE ANDOVER, MA 01810
92-2 / 60	HAZARD DONALD & LINDA 216 WOPOWOG RD EAST HAMPTON, CT 06424
92-2 / 58	ZELINSKY, PAUL R & CATHERINE H 35 WOODSTOCK DR MANCHESTER, CT 06042
93-1 / 16	PETRARCA, MARK S ETUX PRISCILLA A 106 PROSPECT RD WAKEFIELD, RI 02879
92-2 / 57	HANLEY-MULHOLLAND BARBARA A 7 HOLDEN ROAD WAKEFIELD, RI 02879
92-2 / 56	BIANCUZZO, EILEEN R 12 LISTER DRIVE BARRINGTON, RI 02806-2504
93-1 / 56	BUONAIUTO, PAUL T & MELISSA P 95 PROSPECT RD WAKEFIELD, RI 02879-7006
93-1 / 15	CHAUCER, LEILA P 5 NORWOOD AVENUE MILFORD, CT 06460
93-1 / 1	POTTS STEPHANIE PA INC 6 FAIRWAY DR HOPE VALLEY, RI 02832
92-2 / 55-21	LOUNSBURY SEAN M PO BOX 222 COLUMBIA, CT 06237
92-2 / 55-224	OLIVER, JOHN & MELISSA 3 AUTUMN RIDGE RD COVENTRY, RI 02816-5043

<b>Map/Block</b>	<b>Abutter</b>
92-2 / 55-3	GILKENSON KENNETH & EREIO LESLIE 170 BRAYTON AVE CRANSTON, RI 02920
92-2 / 55-57	PLATT, DAVID 66 UNITY AVE EAST PROVIDENCE, RI 02914
92-2 / 55-1	OKEEFE CHRISTIAN V & ANA MARIA A 58 CANTERBURY DR DURHAM, CT 06422
92-2 / 55-130	CANNATA, CHRISTOPHER & COURTNEY 169 GRANITE ST MEDFIELD, MA 02052
92-2 / 55-14	SULLIVAN, KEVIN & MARYANN 20 PLANET AVE EAST PROVIDENCE, RI 02915
92-2 / 55-106	VALVERDE CHRISTIE A 65 HOLMES RD NORTH ATTLEBORO, MA 20760
92-2 / 55-165	WALSH, FLORENCE & ROBYN 157 OLD MENDON RD CUMBERLAND, RI 02864-5500
92-2 / 55-7	GAUTHIER PAUL & NEILSON DEBRA 1414 ENFIELD ST ENFIELD, CT 06082
92-2 / 55-16	BENFORD, HELEN E 552 RIVERSIDE DR APT 3F NEW YORK, NY 10027
92-2 / 55-248	HENSHAW, KIRSTEN A & CHARLES R PO BOX 505 WORTHINGTON, MA 01098
92-2 / 55-203	BIANCO, JOSEPH & CHARISA 28 BLUEBERRY LN NORTH SCITUATE, RI 02857
92-2 / 55-143	KINDNESS, DEBORAH A 23 MICHAEL DRIVE SOUTH HADLEY, MA 01075-3023

<b>Map/Block</b>	<b>Abutter</b>
92-2 / 55-249	LEWIS, AARON 184 CODWORTH RD WORTHINGTON, MA 01098
92-2 / 55-195	MCDONALD CLAIRE (LL) & CARPENTER MARY ZIEGLER 54 DEEPWOOD RD TORRINGTON, CT 06790
92-2 / 55-133	KING THOMAS P 136 WESTERN PROMANADE CRANSTON, RI 02905
92-2 / 55-118	SWEGEL, JESSICA; THERESA & JOHN 335 EAST ST LEE, MA 01238-9381
92-2 / 55-274	VARONE, CYNTHIA L 26 AUBURN AVE JOHNSTON, RI 02919
92-2 / 55-290	CASTELLI MARK & KIM 540 PENFIELD HILL RD PORTLAND, CT 06480
92-2 / 55-17	CASTALLANI, PAUL & SUZANNE C/O CASTELLANI 300 GREAT HILL RD GUILFORD, CT 06437
92-2 / 55-46	BIANCO FAMILY TRUST 138 SCENIC DR CRANSTON, RI 02920
92-2 / 55-262	CARPENTERS BEACH MEADOW, INC 854 MATUNUCK BEACH RD WAKEFIELD, RI 02879
92-2 / 55-32	LIPPE, DONALD R & ELLEN L 4019 MARINER LN BONITA SPRINGS, FL 34134
92-2 / 55-189	ALEXANDER, ELAINE NICOLE 4 STRAWBERRY LN CRANSTON, RI 02921
92-2 / 55-72	MCDOWELL, JOE, RYAN & ANTHONY 583 ROOSEVELT AVE SPRINGFIELD, MA 01118

<b>Map/Block</b>	<b>Abutter</b>
92-2 / 55-69	LANESE MICHAEL J 7 KAYNOR DR WATERBURY, CT 06708
92-2 / 55-68	TURENNE PETER 63 METCALF ST PROVIDENCE, RI 02904
92-2 / 55-137	MURPHY, PATRICIA ANN 15 CAVERLY ST WARWICK, RI 02886
92-2 / 55-209	POPOVICH STEPHEN C & RICHARDS MARY E 5 STONY LANE SMITHFIELD, RI 02917
92-2 / 55-96	MAHAR MATTHEW 11 ARBETH RD NARRAGANSETT, RI 02882
92-2 / 55-199	DENONCOUR, LINDA M & WALTER P PO BOX 786 WAKEFIELD, RI 02880
92-2 / 55-159	SIMPSON, LAURIE 396 NORTH RD HOPE, RI 02831
92-2 / 55-77	FILLO GREGORY & BARBARA PO BOX 1345 CHARLESTOWN, RI 02813
92-2 / 55-72	MCDOWELL, JOE, RYAN & ANTHONY 583 ROOSEVELT AVE SPRINGFIELD, MA 01118
92-2 / 55-69	LANESE MICHAEL J 7 KAYNOR DR WATERBURY, CT 06708
92-2 / 55-68	TURENNE PETER 63 METCALF ST PROVIDENCE, RI 02904
92-2 / 55-137	MURPHY, PATRICIA ANN 15 CAVERLY ST WARWICK, RI 02886

<b>Map/Block</b>	<b>Abutter</b>
92-2 / 55-209	POPOVICH STEPHEN C & RICHARDS MARY E 5 STONY LANE SMITHFIELD, RI 02917
92-2 / 55-96	MAHAR MATTHEW 11 ARBETH RD NARRAGANSETT, RI 02882
92-2 / 55-199	DENONCOUR, LINDA M & WALTER P PO BOX 786 WAKEFIELD, RI 02880
92-2 / 55-159	SIMPSON, LAURIE 396 NORTH RD HOPE, RI 02831
92-2 / 55-77	FILLO GREGORY & BARBARA PO BOX 1345 CHARLESTOWN, RI 02813
92-2 / 55-188	ACCETTURO MICHAEL T & MARIE R JOINT REVOC LIVING TRST AGREE 2008 501 BRACKENWOOD PLACE PALM BEACH GARDENS, FL 33418
92-2 / 55-163	PERRY, MATTHEW T ETUX, KATHLEEN M 12 BRANCH AVE WEST WARWICK, RI 02893
92-2 / 55-95	COHEN BRYAN J & WEBB ROSEMARIE J 72 HIGHBANK AVE NORTH KINGSTOWN, RI 02852
92-2 / 55-124	RINEBOLT, ROBERTA & ROBERT E 18 ALBERT RD MOUNTAIN TOP , PA 18707
92-2 / 55-206	RODRIGUES CARMEN 118 LANE 4 WARWICK, RI 02888
92-2 / 55-19	SIMONDS, READE H 1219 WILLIAM STR KEY WEST, FL 33040
92-2 / 55-55	STACK, MARGARET 537 GRAND AVE #4E LEONIA, NJ 07605

<b>Map/Block</b>	<b>Abutter</b>
92-2 / 55-147	TURNER, RAYMOND & PATRICIA 181 GRAYSON AVE WARWICK, RI 02886-2146
92-2 / 55-51	RUZZO, WALTER RUZZO, JEAN 20 ARROWWOOD DR COVENTRY, RI 02816
92-2 / 55-104	GIROUX JOSEPH S & DAWN L 26 SPENCERS GRANT DR EAST GREENWICH, RI 02818
92-2 / 55-255	CAINE, CHARLES & JEANNE 5401 CHATEAU LN BRADENTON, FL 34207
92-2 / 55-62	KAPSCH, MICHAEL ANTHONY & ALBERTINE ALICE 17 OLD WOOD RD STORRS, CT 06268-1609
92-2 / 55-40	BONN PATRICIA & CHRISTOPHER PAUL 1736 MOSSY OAK DR NORTH PORT, FL 34287
92-2 / 55-264	LANGLOIS, BERTHA E & ROY, DAVID C 19 STANDARD AVENUE WEST WARWICK, RI 02893
92-2 / 55-192	MARTIN, JOHN & ROSALOU NOVI PO BOX 275 ACCORD, NY 12404
92-2 / 55-164	BURLEY JANICE & DARREN 854 MATUNUCK BEACH RD #164 WAKEFIELD, RI 02879
92-2 / 55-4	CURRY LIZA & KEVIN 40 PLUMTREE WAY FEEDING HILLS, MA 01030
92-2 / 55-150	JEFFREY PETER J & MEGAN C 930 MAPLE VALLEY RD COVENTRY, RI 02827

<b>Map/Block</b>	<b>Abutter</b>
92-2 / 55-34	GADOURY, AMY J 117 HENDRICK ST CHICOPEE, MA 01020
92-2 / 55-60	EMBURY, RAY C & CAROLYN B 14 ACORN DR BROAD BROOK, CT 06016-1406
92-2 / 55-108	SCHLITZER, MEAGAN; CANNATA, COURTNEY & MCCORMICK, ALEX 59 BRIDLE PATH FRANKLIN, MA 02038-4106
92-2 / 55-156	MONTAQUILA, DOREEN & PETER PO BOX 19069 JOHNSTON, RI 02919
92-2 / 55-150	JEFFREY PETER J & MEGAN C 930 MAPLE VALLEY RD COVENTRY, RI 02827
92-2 / 55-119	OSBORNE, ALETA JO 140 PINEWOOD TR TRUMBULL, CT 06611
92-2 / 55-74	SHATZ RANDY 929 NORTH MAIN RD JAMESTOWN, RI 02835
92-2 / 55-73	OREILLY DEANNA & ANDREW 32 EVANS RD CHEPACHET, RI 02814
92-2 / 55-171	SHERIDAN, PETER F ETUX, KRISTIN M 19 HOWLAND AVE WARWICK, RI 02888-2925
92-2 / 55-179	TASSONI FRANK 705 WASHINGTON ST ATTLEBORO , MA 02703
92-2 / 55-198	YETISHEFSKY, JOHN 6220 PASEO CANYON DR MALIBU, CA 90265
92-2 / 55-141	SHEA ROBERT 9 MINER ST SPRINGFIELD , MA 01109-1101

Map/Block	Abutter
92-2 / 55-184	CARROLL MICHAEL & LORRAINE 17 BETSY WILLIAMS CIRCLE JOHNSTON, RI 02919
92-2 / 55-292	HINDINGER, HORST J ET ALS 200 RED CHIMNEY DR WARWICK, RI 02886
92-2 / 55-226	KORKUC EDMUND T & NIEDERBERGER DONNA 61 HOLLAND AVE RIVERSIDE, RI 02915
92-2 / 55-222	LIVESEY, AUSTIN & CAROL 109 CLARKE RD COVENTRY, RI 02816
92-2 / 55-103	MCLINDEN MARY A REVOC LIVING TRUST 166 TERRACE AVE PAWTUCKET, RI 02860
92-2 / 55-236	WILSON WINTHROP 854 MATUNUCK BEACH RD #236 WAKEFIELD, RI 02879
92-2 / 55-43	FOSTER KATHLEEN M 77 HUCKLEBERRY RD NORTH KINGSTOWN, RI 02852
92-2 / 55-190	SOLLITTO CAROL 56 TRELIS DR WEST WARWICK, RI 02893
92-2 / 55-87	STACK MARY 16 LOCKE ST ARLINGTON, MA 02476
92-2 / 55-181	GOES, JANET 1 WILLOW GLEN CIRCLE #24 WARWICK, RI 02889
92-2 / 55-44	LEWIS JANE 112 EVERGREEN RD NORTH KINGSTOWN, RI 02852
92-2 / 55-70	GILHOOLY, MICHAEL & CANDACE PO BOX 297 GLASTONBURY, CT 06033

<b>Map/Block</b>	<b>Abutter</b>
92-2 / 55-158	SHEA, MARGARET 12 OCEAN AVE WAKEFIELD , RI 02879
92-2 / 55-2	GAUTHIER DONALD 261 HONEYPOT RD WESTFIELD, MA 01085
92-2 / 55-160	GULOTTA KAREN & STEPHANIE ANN 21 ROSEMARY ST CRANSTON, RI 02920
92-2 / 55-175	KERR, EDWIN L & CATHLEEN 8 EAST ST N SUFFIELD, CT 06078-1904
92-2 / 55-111	LAREAU, KENNETH J & SUSAN K 820 FOSTER ST SOUTH WINDSOR, CT 06074
92-2 / 55-42	STOCKTON, BILLY G JR 113A TURNESSA GRN N PROVIDENCE, RI 02904-7764
92-2 / 55-187	WESTNEDGE MARK & LISA 2 OSHAY LN WOOD RIVER JUNC, RI 02894
92-2 / 55-225	HANNON, JOHN J & MARIA TURMAN 27 GREEN ST PUTNAM, CT 06260
92-2 / 55-256	KERRIGAN MICHAEL ET ALS 17 MELLON RD WARWICK, RI 02886
92-2 / 55-270	AMATORE, LEONARD ETALS 135 BURDICKVILLE CHARLESTOWN, RI 02813
92-2 / 55-286	LAWTON KAREN ET ALS 26 ANAN WADE RD N SCITUATE, RI 02857
92-2 / 55-80	MCCAFFREY, BRIAN & SIROIS, NADINE L 209 UNIT ST PROVIDENCE, RI 02909

<b>Map/Block</b>	<b>Abutter</b>
92-2 / 55-146	TURNER PATRICIA 181 GRAYSON AVE WARWICK, RI 02886
92-2 / 55-173	TURNER LINDA M 26 GALE ST FEEDING HILLS, MA 01030
92-2 / 55-199	DENONCOUR, LINDA M & WALTER P PO BOX 786 WAKEFIELD, RI 02880
92-2 / 55-49	FOX, DAVID P & BARBARA A 28 LAKESIDE DRIVE WOODSVILLE, NH 03785
92-2 / 55-13	RIVET, MAURICE C (EST) 64 FOURNIER ST WOONSOCKET, RI 02895
92-2 / 55-242	SCHULTZ, THOMAS & CHARLENE J 33 BRETON ST PALMER, MA 01069
92-2 / 55-90	WYSE, JENNIFER 37 WELCH AVENUE WINDSOR, CT 06095
92-2 / 55-122	ZARICZNY, MICHAEL & KATHRYN 86 KEECH DAM ROAD CHEPACHET, RI 02814
92-2 / 55-121	GRAVES, ELIZABETH K & WYNNE, JUDITH S 194 NURSERY AVE WOONSOCKET, RI 02895
92-2 / 55-197	HOJNOSKI, ROBERT L 55 FRANKLIN STREET LUDLOW, MA 01056-3512
92-2 / 55-213	CHICOINE, CLAIRE R 208 SHAWMUT ST SPRINGFIELD, MA 01108
92-2 / 55-258	SHERMAN FRED H ET ALS 870 GREENVILLE AVE JOHNSTON, RI 02919

<b>Map/Block</b>	<b>Abutter</b>
92-2 / 55-20	THORNTON, RAY & TARA LYNN 306 PINE HILL RD PO BOX 205 ONECO, CT 06373
92-2 / 55-279	MULHEARN ROBERT & YABROUDY DONNA 33 BULLOCKS POINT AVE APT 3A RIVERSIDE, RI 02915
92-2 / 55-9	CHAMBERLAIN, EARL & PATTI 46 HART AVE WARWICK, RI 02889
92-2 / 55-176	GIROUX SOUTHERN J & BARBARA A 3931 BLACKBERRY CIRCLE ST CLOUD, FL 34769
92-2 / 55-128	GREENWELL, JOSEPH & KATHERINE 10 CASE ST WARWICK, RI 02888
92-2 / 55-67	BAXTER, WILLIAM R & KAREN J 4 BROWNLEE BLVD WARWICK, RI 02886
92-2 / 55-220	HOPKINS, DAVID & ELIZABETH 98 STATION ST COVENTRY, RI 02816
92-2 / 55-297	LAMBERT, JANICE A 781 TUNK HILL RD SCITUATE, RI 02825
92-2 / 55-153	MAKSIM, JESSICA E 3 WEST RIDGE CIRCLE NIANTIC, CT 06357
92-2 / 55-83	RACHIELE DONALD J & DENISE 24 TWINS LN NORTH PROVIDENCE, RI 02904
92-2 / 55-107	ARONHALT DANIEL L & SANDRA LEE 141 EATON ST PAWTUCKET, RI 02861
92-2 / 55-295	FINNEGAN, BRUCE R (EST) C/O LYNNE FINNEGAN 824 BROAD ROCK RD WAKEFIELD, RI 02879

<b>Map/Block</b>	<b>Abutter</b>
92-2 / 55-293	CUVIER DAWN M 24 HILLCREST DR SOMERS, CT 06071
92-2 / 55-169	FISHER, CHARLIE & PATRICIA 767 FISCHER LN ACCORD, NY 12404
92-2 / 55-288	PACHECO, RICHARD & KYLE 755 ADMIRAL ST PROVIDENCE, RI 02903
92-2 / 55-97	CHRZAN, STEPHEN E 11 STEVENS RD FRAMINGHAM, MA 01702
92-2 / 55-45	REYNOLDS, BONNIE 2680 HARTFORD AVE UNIT 6 WHITE RIVER JCT, VT 05001
92-2 / 55-283	DUPSHA WILLIAM R 9 MILLBURY RD OXFORD, MA 01540
92-2 / 55-151	SAHAGIAN, JOHN E & ELIZABETH A 722 LOMOND DR PT CHARLOTTE, FL 33953-1531
92-2 / 55-182	RUBCHINSKY KONSTANTIN A & LISA A 500 W 56TH ST #1102 NEW YORK, NY 10019
92-2 / 55-284	COMERFORD, MARK & WILLIAM J JR 165 WRIGHTS MILL RD COVENTRY, CT 06238
92-2 / 55-24	DOUGELA, JAMES & GAIL 11 WELCH DR ENFIELD, CT 06082
92-2 / 55-265	VASAS, SEAN & VICKI 220 CHURCH ST WARWICK, RI 02889
92-2 / 55-7	GAUTHIER PAUL & NEILSON DEBRA 1414 ENFIELD ST ENFIELD, CT 06082

<b>Map/Block</b>	<b>Abutter</b>
92-2 / 55-149	HARRIS, TIMOTHY & DARLENE 1208 NEW GATE RD SUFFIELD, CT 06093
92-2 / 55-28	KERWIN, JIM & LEEANNE 42 CONSTITUTION AVE ATTLEBORO, MA 02703
92-2 / 55-18	CROSSLEY MARK & ROBIN 140 ESTRELL DR RIVERSIDE, RI 02915
92-2 / 55-86	CAPOBIANCO JOHN & MARIA 67 HIGH VALLEY DR CANTON, CT 06019
92-2 / 55-287	DUTRA, MARY P & ROGERIO F PO BOX 316 LUDLOW, MA 01056-0316
92-2 / 55-215	EVANS, SARA 155 GIG ROAD HARRISVILLE, RI 02830-1902
92-2 / 55-280	CUSATI RUEST, LINDA A & RUEST, DONALD E 117 ORLANDO DR NORTH PROVIDENCE, RI 02904
92-2 / 55-148	RUZZO, WALTER F & JEAN M 20 ARROWWOOD DR COVENTRY, RI 02816
92-2 / 55-155	SHEEHAN, JAMES & CHRISTINE 36 HOWE RD CANTERBURY, CT 06331
92-2 / 55-201	LACOMBE, DOUGLAS M 206 JOHN POTTER RD WEST GREENWICH, RI 02817
92-2 / 55-170	GRIMLEY, VINCENT & TONI ANN F 253 RED CHIMNEY DR WARWICK, RI 02886-9320
92-2 / 55-223	BECKER WILLIAM J ET ALS 4681 WHETSTONE RD MANLIUS, NY 13104

<b>Map/Block</b>	<b>Abutter</b>
92-2 / 55-302	CARPENTERS BEACH MEADOW INC 854 MATUNUCK BEACH RD WAKEFIELD, RI 02879
92-2 / 55-41	ATKINSON, DEBORAH ANN ET AL GRAVES, CYNTHIA JUNE RENEHAN 779 SCHOOL HOUSE RD WAKEFIELD, RI 02879
92-2 / 55-22	BLACK ANN MARIE & BONANNO ROBERT 61 ORVIS RD ARLINGTON, MA 02474
92-2 / 55-268	LOMBARDI CAROL A & GROSSI GARY T 59 CHARLOTTE DR WARWICK, RI 02818
92-2 / 55-113	KANIECKI, FRANK S & REGINA A 26 LYMAN ST GRANBY, MA 01033
92-2 / 55-127	LANOIE PAUL E & DIANE L TRUST 618 AWIN COURT SE PALM BAY, FL 32909
92-2 / 55-191	MARANDOLA, GARY M SR & KAREN 1756 ATWOOD AV JOHNSTON, RI 02919
92-2 / 55-144	HARGREAVES LAURA & MARK 37 WIGHTMAN AVE NORWICH, CT 06360
92-2 / 55-50	DURPE JOYCE 3022 DES PREZ AVE INDIAN LAND, SC 29707
92-2 / 55-285	DRENA, WILLIAM J & MARY 4 SHARON LANE NORTH STONINGTON, CT 06359-1537
92-2 / 55-101	DUNN, LORI 51 LEGION AVE CUMBERLAND, RI 02864
92-2 / 55-31	DEMTY, DAVID C PO BOX 502 LINCOLN, RI 02865-0502

<b>Map/Block</b>	<b>Abutter</b>
92-2 / 55-263	PEREIRA ALBERT ET ALS 15 BUTTONWOOD DR CRANSTON, RI 02920
92-2 / 55-232	EGERTON, HELEN F & CASSIN, LORI A 270B MOONSTONE BEACH RD WAKEFIELD, RI 02879
92-2 / 55-81	RINALDI, NEIL & DEBORAH 12 GRAND BLVD ELLINGTON, CT 06029
92-2 / 55-212	LEONE JOHN J REVOC LIVING TRUST 2019 854 MATUNUCK BEACH RD WAKEFIELD, RI 02879
92-2 / 55-56	SCHEFF, CINDYLIL 119 BRAINTREE ST STE B13 ALLSTON, MA 02134-1674
92-2 / 55-219	CHAMPAGNE, SUZANNE & CHINA, SHAWN 406 WICKHAM RD NORTH KINGSTOWN, RI 02852
92-2 / 55-167	TORELLO, RAYMOND C 1221 PENCARRO BLVD FOLEY, AL 36535
92-2 / 55-259	BALLOU, ANNA C/O MARYANN DUGGAN 287 WEST SHORE RD WARWICK, RI 02889
92-2 / 55-266	BOWEN GARY S ET ALS 20 SOUTHBURY RD CUMBERLAND, RI 02864
92-2 / 55-243	WISSMAN DIANE LYNN 206 SCHOOL ST WESTWOOD, MA 02090
92-2 / 55-289	BARNES, JOHN W & HEATHER MARIE PO BOX 461 PUTNAM, CT 06260
92-2 / 55-231	CRUZ JACK M & BERGERON KAYLA M 172 BROOKDALE BLVD PAWTUCKET, RI 02861

<b>Map/Block</b>	<b>Abutter</b>
92-2 / 55-48	WESTNEDGE, ANGEL DIXIE ET ALS 2 OSHAY LN WOOD RIVER JT, RI 02894-1323
92-2 / 55-109	HERMIZ, NANCY & GAGNON, PATRICIA 168 HILLTOP DR CRANSTON, RI 02920
92-2 / 55-250	KING, RICHARD D & NANCY T PO BOX 807 WAKEFIELD, RI 02880
92-2 / 55-126	DAILEY DAVID & MARY ANN PO BOX 1112 CHARLESTOWN, RI 02813-0915
92-2 / 55-210	ALLEN, DOROTHY G (LL) ET ALS C/O NICKERSON, PATRICIA A (LL) 18 SCENIC DR APT X CROTON ON HUDSON, NY 10520-1710
92-2 / 55-238	BOURBEAU JEFFREY 29 MAENNERCHOR AVE TAFTVILLE, CT 06380
92-2 / 55-260	FRASSINELLI, SUSAN ET AL MCINTYRE, DANIEL 70 LEMAY ST WEST HARTFORD, CT 06107-1750
92-2 / 55-30	MEDUNA, ROBERT M JR & DAWN 13 THORNBUSH RD MANSFIELD CENTER, CT 06250
92-2 / 55-129	DUNPHY, EDWARD & BETHANY 156 MEADOWLARK DR SEEKONK, MA 02771-2716
92-2 / 55-35	ONEIL, ALEXANDRA 51 WILLIAMS ST LINCOLN, RI 02865
92-2 / 55-227	SIROIS ROBERT M & BARRY, VERONICA BETH 7 CARMAN RD SCARSDALE, NY 10583
92-2 / 55-53	POLLOCK, MARY M. 303 BRIMFIELD ROAD WETHERSFIELD, CT 06109

<b>Map/Block</b>	<b>Abutter</b>
92-2 / 55-73	OREILLY DEANNA & ANDREW 32 EVANS RD CHEPACHET, RI 02814
92-2 / 55-267	RYONE, ROBERT G & JANE M 14 ANN RD GREENVILLE, RI 02828
92-2 / 55-25	JOSE DAVID & LINDA 89 FOSTMERE CT WARWICK, RI 02889
92-2 / 55-145	DUNN, ROBERT N ET ALS 15 FOREST RIDGE LN AGAWAN, MA 01001
92-2 / 55-136	CHECCHIA, ELAINE N & ANDREW P 73 CHEROKEE BND CHARLESTOWN, RI 02813
92-2 / 55-132	DELMONTE, DORYANNE & FANTAINÉ, CHAD 47 SUNAPPEE CT COVENTRY, RI 02816
92-2 / 55-5	POTENZA, JIM PO BOX 3594 CRANSTON , RI 02910
92-2 / 55-166	CHARTIER FAMILY TRUST 101 FAIRWAY DR NORTH KINGSTOWN, RI 02852
92-2 / 55-239	RZEWUSKI THOMAS P & SUSAN C 2970 MENDON RD UNIT 17 CUMBERLAND, RI 02864
92-2 / 55-207	MENARD DONALD G 64 OTTAWA ST ATTLEBORO, MA 02703
92-2 / 55-140	GUERTIN, KIMBERLY 61 WHITNEY LN OAKLAND, RI 02858
92-2 / 55-196	CAPECE, JOYCE; REBECCA A & RAYMOND J 303 OLD COUNTY RD SMITHFIELD , RI 02917

<b>Map/Block</b>	<b>Abutter</b>
92-2 / 55-29	SULLIVAN PATRICIA & POLLETTA MICHAEL 141 FALCON RIDGE RD TORRINGTON, CT 06790
92-2 / 55-217	BALCH KAREN M TRUST 6 QUIET WAY WAKEFIELD, RI 02879
92-2 / 55-92	HACHEY GEORGE A & GREENE MARGERY G 725 SAN MARINO DR THE VILLAGES, FL 32159
92-2 / 55-254	BAPTISTA, JOHN & DONNA FAY 41 MORNING GLORY RD CUMBERLAND, RI 02864
92-2 / 55-27	GALLAGHER, BARBARA A 94 WHITING ST CRANSTON, RI 02920
92-2 / 55-216	NADEAU, GARETH A & LAREN F 52 PINE HILL RD JOHNSTON, RI 02919
92-2 / 55-100	DUNPHY KEVIN P ET ALS 238 JAPONICA ST PAWTUCKET, RI 02860
92-2 / 55-253	FERREIRA, ANDREA J ET ALS 63 WEBB STREET WARWICK, RI 02889
92-2 / 55-174	ETHIER, PAUL H & DUGAS ETHIER, CHERYL A 15 MUSKET RD LINCOLN, RI 02865
92-2 / 55-200	NEVERS, JOSEPH W JR & MARLENE J 43 MIAMI ST WEST SPRINGFIELD, MA 01089-2042
92-2 / 55-228	DENONCOUR, ERNEST & MAUREEN 4076 CANNON CT KISSIMMEE, FL 34746
92-2 / 55-76	PETERSON, ALICE T (LL) & EGAN, RAMONA 29 THIRD ST BARRINGTON, RI 02806

<b>Map/Block</b>	<b>Abutter</b>
92-2 / 55-252	MARSELLA DENISE & BLACKMAR AUTUMN 191 SAWMILL RD CHEPACHET, RI 02814
92-2 / 55-12	DUNPHY, KEVIN P & MARCIA L 226 SARATOGA AVE PAWTUCKET, RI 02861
92-2 / 55-98	RITZ, PATRICIA & OGOLEY, MARK 31 SCANTIC RD HAMPDEN , MA 01036-9646
92-2 / 55-206	RODRIGUES CARMEN 118 LANE 4 WARWICK, RI 02888
92-2 / 55-241	SCHULTZ, MARK & MICHAEL 48 OAK DR W BROOKFIELD, MA 01585
92-2 / 55-59	LEPAGE, GISELE M & LEPAGE, CORY 2 ANNETTE DR NORTH SMITHFIELD, RI 02896
92-2 / 55-89	STACK, MARY G & HOCHMUTH, CHARLES H 16 LOCKE ST ARLINGTON, MA 02476
92-2 / 55-202	TWITCHELL KYLE 912 PALISADO AVE FL #2 WINDSOR, CT 06095
92-2 / 55-211	BURLESON, PAUL D & KATHLEEN A 124 WOODCOCK KNOLL CROSS RIVER, NY 10518
92-2 / 55-120	CARLINO JAMES & MICHAEL 7 PALOU DR N PROVIDENCE, RI 02904-5362
92-2 / 55-102	LARKIN FAMILY IRREVOC TRUST 18 CASE ST WARWICK, RI 02886
92-2 / 55-291	BOCCANFUSA, BARBARA 940 QUAKER LN APT 1404 E GREENWICH, RI 02818-5042

<b>Map/Block</b>	<b>Abutter</b>
92-2 / 55-235	STONE DONALD R 145 E ALACHUA LN #7 COCOA BEACH, FL 32931
92-2 / 55-205	MARTIN, PAMELA C/O PAMELA MCGRATH 6 GRACE AVE UNIT 67 COVENTRY, RI 02816
92-2 / 55-230	MAROCCO EGIDIO & MARION 683 NW STANFORD LANE PORT ST LUCIE, FL 34983
92-2 / 55-298	MORRISON PAUL PO BOX 621 GILBERTVILLE, MA 01031
92-2 / 55-154	CONNOLY-FOLEY FAMILY 2012 REVOC TRUST 34 COVINGTON ST BOSTON, MA 02127
92-2 / 55-39	ADAMS TIMOTHY ET ALS 4 BARNES ST GREENVILLE, RI 02828
92-2 / 55-183	UNWIN RICHARD 22 DEXTER ST WOONSOCKET, RI 02895
92-2 / 55-261	DIEHL, MARCIA L & DAVID C 78 HEROUX BLVD CUMBERLAND, RI 02864
92-2 / 55-272	FITZGERALD, THOMAS & ROSANNE 107 SAWMILL BROOK LN MANSFIELD CTR, CT 06250
92-2 / 55-139	MOORE, THOMAS F & DEBORAH S 50 ELIOT AVE NORTH PROVIDENCE, RI 02904
92-2 / 55-11	MANCINI FRANK & VICTOR 16 SHERWOOD ST CRANSTON, RI 02920
92-2 / 55-10	GAGLIARDI, JOHN J & MARJORIE J 60 BRAYTON STREET EAST GREENWICH, RI 02818

<b>Map/Block</b>	<b>Abutter</b>
92-2 / 55-85	PACHECO, JOSEPH & MARGARET 157 POUND RD CUMBERLAND, RI 02864
92-2 / 55-214	LANGEVIN CHRISTIEN 854 MATUNUCK BEACH RD WAKEFIELD, RI 02879
92-2 / 55-251	PROVOST, STEPHEN & DONNA 6 PARKWOOD DR WEST SPRINGFIELD, MA 01089-1276
92-2 / 55-204	GRANVILLE JAMES CARSON & JILL A 55 KENYON AVE WAKEFIELD, RI 02879
92-2 / 55-142	SABOL, DARLENE & RONALD 41 WEBER AVE WARWICK, RI 02886
92-2 / 55-178	REILLY DAVID A JR & ERIN 9 SILVER BIRCH RD WARWICK, RI 02888
92-2 / 55-177	SHERMAN, ERIN & MARC 910 CURTIS CORNER RD WAKEFIELD , RI 02879
92-2 / 55-125	TAYLOR, VIRGINIA 170 PROVIDENCE PIKE UNIT 20 NORTH SMITHFIELD, RI 02896-8046
92-2 / 55-194	CARPENTER MARY ZIEGLER 14 ROBIDOUX RD PLAINVILLE, CT 06062
92-2 / 55	CARPENTER, MARY A ETALS 854 MATUNUCK BEACH RD WAKEFIELD, RI 02879
92-2 / 55-299	BLAINE, MICHAEL S & MICHELLE L PO BOX 107 WEST WARREN, MA 01092-0107
92-2 / 55-152	PORTER ELIZABETH 59 MORRIS AVE NEW HAVEN , CT 06512

<b>Map/Block</b>	<b>Abutter</b>
92-2 / 55-296	LACASSE, MARY ELLEN 3660 2ND ST SW VERO BEACH , FL 32968-3174
92-2 / 55-23	SCOTT EARLEEN 76 BLUFF AVE WARWICK, RI 02889
92-2 / 55-33	MAHARNE, MICHAEL J & CAROL L 45 MARTIN FARM RD HAMPDEN, MA 01036
92-2 / 55-94	BACCARI ANTHONY M & OCONNOR CAROL 25 GRAND VIEW RD PAWTUCKET, RI 02860
92-2 / 55-234	VALLEE BEVERLY 6 RED WINE TRAIL SMITHFIELD, RI 02917
92-2 / 55-105	BENDER, GUSTAVE F ETUX BEVERLY 292 HODGE POND RD JEWETT CITY, CT 06351
92-2 / 55-186	CARROLL MATHEW J & LAUREN P 16 MARTIN ST PAWTUCKET, RI 02860
92-2 / 55-294	COURTNEY, SANDRA 854 MATUNUCK BEACH RD WAKEFIELD, RI 02879
92-2 / 55-138	NOONAN, JOSEPH & JOANNE 1374 EDDY ST PROVIDENCE, RI 02905
92-2 / 55-245	BROUILLETTE KEITH G 8 GERMANIA AVE TAFTVILLE, CT 06380
92-2 / 55-271	PINTO, ELIAS M & CLAUDIA S 34 EAST ST UPTON, MA 01568
92-2 / 55-15	WIDMER MATTHEW E 60 STINSON AVENUE PROVIDENCE, RI 02906

<b>Map/Block</b>	<b>Abutter</b>
92-2 / 55-273	WALSH CHRISTOPHER & MAUREEN 304 SOUTH ST FOXBORO, MA 02035
92-2 / 55-282	STEPHENSON, RAYMOND & MARGARET 125 RUTLAND ST CRANSTON, RI 02920-4839
92-2 / 55-202	TWITCHELL KYLE 912 PALISADO AVE FL #2 WINDSOR, CT 06095
92-2 / 55-240	DONALDSON CAROL A & PICARD JENNIFER L 39 PEASE RD EAST LONGMEADOW, MA 01025
92-2 / 55-61	CIPRIANI, DIANE M 175 KRUG RD PRESTON, CT 06365
92-2 / 55-52	ODONNELL, JOHN T & CAROL A 107 ASH ST REHOBOTH, MA 02769-2030
92-2 / 55-112	MASTRAPASQUA MAURICE 1090 WHITTEMORE ST LEICESTER, MA 01524
92-2 / 55-180	FAULISE, DEBRA J 15017 KEENE AVE PORT CHARLOTTE, FL 33953
92-2 / 55-162	PIRES, APRIL & ARMAND 324 ABBEY DR CUMBERLAND, RI 02864
92-2 / 55-84	VOTOLATO KENNETH J JR 147 ORCHARD AVENUE WAKEFIELD, RI 02879
92-2 / 55-99	ROMANO, RICHARD & SINA 1441 MOUNTAIN RD WEST SUFFIELD, CT 06093
92-2 / 55-93	HUYLER, JOHN C & DEBRA J 82 CUMBERLAND AVE NORTH ATTLEBORO, MA 02760

<b>Map/Block</b>	<b>Abutter</b>
92-2 / 55-114	SHEA, MARGARET 12 OCEAN AVE WAKEFIELD, RI 02879
92-2 / 55-281	NICOLL FAMILY TRUST 24112 GREEN HERON DR PORT CHARLOTTE, FL 33980
92-2 / 55-247	STOCKTON, JOYCE A 34 PROSSER TRL # 102 CHARLESTOWN, RI 02813-2832
92-2 / 55-123	TWITCHELL, STEVEN & DEBBIE 18 LONG HOLLOW RD ENFIELD, CT 06082
92-2 / 55-110	CHAMBERLIN, KATHERINE G 10 FAIRVIEW AVE E PROVIDENCE, RI 02914-3209
92-2 / 55-193	BRADY, MARYELLEN 15 HIGGINS ST - UNIT 411 SMITHFIELD, RI 02917
92-2 / 55-40	BONN PATRICIA & CHRISTOPHER PAUL 1736 MOSSY OAK DR NORTH PORT, FL 34287
92-2 / 55-135	SCHLITZER KATHRYN 4 POINCETA RD FT MEYERS, FL 33908
92-2 / 55-82	LECLAIRE, SCOTT & TINA 2 OTIS ST MILFORD, MA 01757
92-2 / 55-79	BENEDUCE, DONNA & CHRISTOPHER 33 MASSASOIT DRIVE WARWICK, RI 02888
92-2 / 55-54	THOMAS ADAM J & SARAH K 21 DANE RD LEXINGTON, MA 02421
92-2 / 55-221	MCDERMOTT, PILAR ET ALS 6 LANDMARK DR APT 56 CORNWALL, NY 12518

<b>Map/Block</b>	<b>Abutter</b>
92-2 / 55-185	PAQUIN PHILLIP JR & MELISSA 13 MEADOW SWEET TRAIL ATTLEBORO, MA 02703
92-2 / 55-117	PARK MICHELLE 104 BOWEN HILL RD COVENTRY, RI 02827
92-2 / 55-37	MORIARTY, KIM MILLER 6 LIMRIC LANE SUFFIELD, CT 06078
92-2 / 55-269	CUNHA JOSEPH 185 COUNTY ST REHOBOTH, MA 02769
92-2 / 55-257	MURRAY PATRICIA R 89 FIUME ST PAWTUCKET, RI 02860
92-2 / 55-157	DEDONATO, KRISTYN BETH & JOHN T 3 OAKLEDGE RD CUMBERLAND, RI 02864
92-2 / 55-300	DUFFY, DONNA C AND KIMBERLY A 854 MATUNUCK BEACH RD OFC WAKEFIELD , RI 02879-7072
92-2 / 55-246	MULLALY, CONSTANCE C 346 BUCK HILL RD PASCOAG, RI 02859
92-2 / 55-63	MORROW MARGARET 28 ESQUIRE RD NORWALK, CT 06851
92-2 / 55-6	PARFITT, EARL & BONNER, DEBRA 54 BALDWIN ST CUMBERLAND, RI 02864
92-2 / 55-278	MASTERTSON FAMILY TRUST 226 PARKVIEW DR APT 16 PAWTUCKET, RI 02861
92-2 / 55-75	REARDON, JAMES & SANDRA 1754 ATWOOD AV JOHNSTON, RI 02919

<b>Map/Block</b>	<b>Abutter</b>
92-2 / 55-233	DEROY LISA M & GRANVILLE ELLIOTT S 7 BETHANY RD WAKEFIELD, RI 02879
92-2 / 55-116	SALEMI, LINDA AND VINCENT JR 176 MOUNTAINVIEW RD E LONGMEADOW, MA 01028-1360
92-2 / 55-237	HOLMES, SUZANNE J., TRUST 25-B EAGLE RUN E. GREENWICH, RI 02818
92-2 / 55-172	SILVA, ELIZABETH J & FRANK M 1250 E LAKESHORE BLVD KISSIMMEE, FL 34744-5416
92-2 / 55-244	TODD, PAMELA G & OHARA, JILL TODD PO BOX 5611 WAKEFIELD, RI 02880
92-2 / 55-26	PARROTT MICHAEL G & LINDA C 17 ACORN DR BROAD BROOK, CT 06016-1404
92-2 / 55-208	CHAMBERLIN RYAN E & MICHELLE M 44 HOXSIE RD RICHMOND, RI 02892
92-2 / 55-229	BOULANGER, EDWARD & MARY ANN PO BOX 374 WAKEFIELD , RI 02880-0374
92-2 / 55-36	JORDAN, JAMES & CLEMENTS, JEFFREY 107 ELMDALE AVE WARWICK, RI 02889
92-2 / 55-78	BELISLE, ROBERT R 7 ANDREW CIR N ANDOVER, MA 01845
92-2 / 55-64	CODY CAROLYN & DANIEL 197 LEIGH RD CUMBERLAND, RI 02864
92-2 / 55-71	LAMBERT JEFFREY A & LINDA P 354 CHAPIN ST LUDLOW, MA 01056

<b>Map/Block</b>	<b>Abutter</b>
92-2 / 55-58	CHASE SHEILA J 120 SPRAGUE AVE WARWICK, RI 02889
92-2 / 55-168	MALLARD ROBERT ET ALS 20 DEPOT STREET HOPEDALE, MA 01741
92-2 / 55-8	DAIGNEAULT RONALD 501 BROOK HAVEN LN WOONSOCKET, RI 02895
92-2 / 55-131	DUTRUMBLE LINDA ET ALS 4 MEADOWVIEW LN NORWICH, CT 06360
93-1 / 14	MONAHAN, WALLACE & MARILYN JOINT REVOCABLE TRUST PO BOX 264 DERRY, NH 03038-0264
93-1 / 13	DALTON, HARLON L ETUX STRAWN, JILL M 329 GREENE ST APT 9 NEW HAVEN, CT 06511
92-2 / 40	PAOLO, RICHARD REALTY INC 22 ANTHONY CIR ATTLEBORO FALLS, MA 02763-4058
93-1 / 57	DEMAGISTRIS, WILLIAM G & DENISE K 83 PROSPECT RD WAKEFIELD, RI 02879-7006

MATUNUCK BEACH ROAD PARTNERS, LLC.  
PO BOX 385  
WAKEFIELD, RI 02880

August 9, 2021

Planning Board  
Town of South Kingstown  
180 High Street  
South Kingstown, RI 02879

RE: MATUNUCK BEACH CONDOMINIUM

Dear Sirs and Madams,

Regarding our development of Matunuck Beach Condominium, we intend to construct all required infrastructure improvements (drainage system, landscape features, private roadway (required gravel and binder course)) simultaneously with the construction of the first building.

As the development is proposed for condominium ownership, the condominium plat cannot be recorded (by law) until such time as the first building is sustainably complete. We propose to post such surety (cash, bond or letter of credit) as required by the Town guaranteeing the completion of the required improvements.

The improvements to be bonded at that time will include:

- Top course of asphalt
- Any required parking stripping
- Removal/maintenance of erosion control measures
- Landscaping items.

We are,  
Sincerely Yours,

  
\_\_\_\_\_  
Stephen R. DeSimone

Offering Statement No. \_\_\_\_\_

DISCLOSURE AND OFFERING STATEMENT  
FOR  
MATUNUCK BEACH CONDOMINIUM

Developed and Offered By

Matunuck Beach Road Partners, LLC

Principal Place of Business Located at

Ocean Road, South Kingstown, Rhode Island

THIS DISCLOSURE AND OFFERING STATEMENT CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNDER THE RHODE ISLAND CONDOMINIUM ACT OF 1982.

THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS AND SALES MATERIALS.

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DECLARANT. REFER TO THIS DISCLOSURE AND OFFERING CIRCULAR AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.

July, 2021

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MATUNUCK BEACH CONDOMINIUM  
DISCLOSURE AND OFFERING STATEMENT

MATUNUCK BEACH CONDOMINIUM

Offered By DECLARANT:

Matunuck Beach Road Partners, LLC.

NOTICE

PURCHASER READ CAREFULLY

The following statements are made in compliance with Title 34, Chapter 36.1, Section 4.03 (a) (11) of the General Laws of Rhode Island ("Rhode Island Condominium Act"):

WITHIN TEN DAYS AFTER RECEIPT OF THIS PUBLIC OFFERING STATEMENT, THE PURCHASER MAY CANCEL ANY CONTRACT HE HAS PREVIOUSLY EXECUTED FOR PURCHASE OF A UNIT IN MATUNUCK BEACH CONDOMINIUM FROM THE DECLARANT. IF THE PURCHASER ELECTS TO CANCEL SUCH A CONTRACT, HE/SHE MAY DO SO BY DELIVERING A NOTICE OF CANCELLATION TO THE DECLARANT IN HAND (IN WHICH CASE A RECEIPT SHOULD BE OBTAINED) OR BY MAILING THE NOTICE TO THE DECLARANT; POSTAGE PREPAID, UNITED STATES MAIL. A CANCELLATION MADE AS ABOVE IS WITHOUT PENALTY AND ALL PAYMENTS MADE BY THE PURCHASER BEFORE THIS CANCELLATION WILL BE PROMPTLY REFUNDED BY THE DECLARANT.

IF THE DECLARANT HAS FAILED TO PROVIDE A PUBLIC OFFERING STATEMENT (INCLUDING ALL AMENDMENTS) TO A PURCHASER BEFORE CONVEYANCE OF A UNIT TO THE PURCHASER, THE PURCHASER MAY RECOVER FROM THE DECLARANT, IN ADDITION TO ANY RIGHTS TO DAMAGES OR OTHER RELIEF, TEN PERCENT (10%) OF THE SALE PRICE OF THE UNIT.

IF A PURCHASER RECEIVES A PUBLIC OFFERING STATEMENT MORE THAN TEN DAYS BEFORE SIGNING A CONTRACT OF SALE, SAID PURCHASER CANNOT CANCEL THE CONTRACT PURSUANT TO THE FOREGOING PROVISIONS.

## SUMMARY CONTENTS OF PUBLIC OFFERING STATEMENT

Matunuck Beach Road Partners, LLC., a Rhode Island limited liability company ("Declarant") presents its proposal for condominium ownership of certain real estate located in South Kingstown, Rhode Island. The Declarant proposes to construct a condominium project composed of a total of twelve (12) units.

This Public Offering Statement consists of separate parts which together constitute the entire Public Offering Statement for MATUNUCK BEACH CONDOMINIUM.

The first of these parts is a Narrative, and summarizes the significant features of the Condominium and presents additional information of interest to prospective purchasers, all as required by R.I.G.L. 34-36 et seq.

The remaining integral parts of this Public Offering Statement consist of the legal documents which are required for the operation of the Condominium and include the following documents and materials:

2. Declaration of Condominium of the MATUNUCK BEACH CONDOMINIUM.
3. By-Laws of MATUNUCK BEACH CONDOMINIUM ASSOCIATION.
4. Rules and Regulations of the Condominium.
5. Projected First Year Budget
6. Statement of Substantial Completion
7. Sample Condominium Warranty Unit Deed
8. Agreement Defining the Statute of Limitations Applicable to Warranties
9. Unit Purchase and Sale Agreement
10. Escrow Agreement
11. Form of Reservation Agreement
12. Receipt for Condominium Documents

1. SUMMARY OF PUBLIC OFFERING  
STATEMENT IN NARRATIVE FORM

This narrative summarizes the significant features of the MATUNUCK BEACH CONDOMINIUM, and presents additional information of interest to prospective purchasers. The format of this Narrative is intended to list these elements required by R.I.G.L. 34-36 et seq. to be stated in the Public Offering Statement; these elements are presented in the same order as they appear in the Condominium Act.

(1) DECLARANT

The Declarant of the MATUNUCK BEACH CONDOMINIUM is Matunuck Beach Road Partners, LLC., with a mailing address of PO Box 385, Wakefield, Rhode Island 02880.

(2) DESCRIPTION OF CONDOMINIUM BUILDINGS AND PREMISES

The Condominium Property comprising MATUNUCK BEACH CONDOMINIUM (“Condominium”) consists of a 4.77 acre parcel of land, more or less, and is situated on the East side of Matunuck Beach Road, to the East of South Kingstown Town Beach in South Kingstown, Rhode Island.

The Declarant intends to construct six (6) buildings in six (6) phases. Phase I will contain one (1) building with two (2) units. Phases II thru VI will contain one (1) building with two (2) units for a total of twelve (12) units. Four units (4) will be priced restricted in accord with RIGL 45-53-4etseq. The buildings will be utilized for residential dwelling units only.

The Declarant anticipates that the construction of the buildings will commence by \_\_\_\_\_ 2021 and be completed by \_\_\_\_\_ 2022, subject to any unanticipated delays, however, there is no guarantee that all of the phases will be built and the Declarant shall not be held responsible by any party, including any purchaser in the event that less than all of the buildings are constructed.

(3) NUMBER OF UNITS

The Condominium is planned to contain twelve (12) condominium units.

The Units of the Condominium are being sold in FEE SIMPLE interests.

(4) SIGNIFICANT FEATURES OF THE DECLARATION OF CONDOMINIUM

The Declaration of Condominium is the document which creates, describes and governs the operation of the Condominium. Appended to the Declaration are related documents which elaborate on the descriptions, management and other matters relating to rights and obligations of unit owners, the framework for the day-to-day operation of the Condominium, and the methods where decisions regarding the condominium are made and binding on the unit owners.

Certain of these appended documents, which constitute a part of the Declaration and are incorporated therein by reference, are the Plats and Plans, the By-Laws of the Condominium Association and the Rules and Regulations of the Condominium Association.

What follows is a summary of the contents of the Declaration of Condominium, emphasizing the covenants, restrictions and easements to which unit ownership is subject, the By-Laws, rules and regulations of the Condominium, and any existing contracts and/or leases to which the Condominium Association is presently a party and is bound. It is only intended as a summary and any prospective purchaser of a Unit should carefully read the Declaration for a full understanding of its terms and conditions.

A. PURPOSE.

The purpose of the Declaration is to submit land and improvements to the condominium form of ownership.

B. NAME.

The name by which the Condominium is to be identified is the Matunuck Beach Condominium.

C. DEFINITIONS.

The Declaration includes definitions for various terms used in the Declaration. Included among the terms defined are "Building", "Common Elements", "Common Expenses", "Common Surplus", "Condominium Parcel", "Declaration", "Mortgage Holder", and "Unit", all of which terms are used in the Narrative of this Offering. This is not an all-inclusive, list of the terms defined in the Declaration. In general, unless specifically stated otherwise, all terms used in this Offering and in the Declaration are intended to have the same meaning as they are given in the Rhode Island Condominium Act.

D. CONDOMINIUM IMPROVEMENTS AND UNITS.

This section of the Declaration describes the Condominium and the UNITS by reference to Plat and Plans. The Declaration includes a detailed description of the Unit boundaries with respect to floors, ceilings, walls and apertures.

Limited Common Elements are described in the Declaration as areas designated for the exclusive use of a particular Unit Owner. Among the limited common elements of this Condominium are the decks, patios or porches outside of a Unit and certain automobile parking spaces.

E. EASEMENTS AND RESTRICTIONS.

The Condominium contains easements in favor of, and appurtenant to each Unit for pedestrian and vehicle traffic, for services and utilities, support, air space, encroachments and for overhanging gutters and downspouts.

There is an easement maintained by the Declarant until the Termination of Control Date, (which is the earlier of sixty (60) days after the date the Declarant has sold eighty percent (80%) of the Units or two (2) years after the Declarant has ceased to offer Units for sale) across the Common Elements reasonably required in connection with the development and construction of the improvements at the Condominium and for the sale, promotion and leasing of Units.

The Declarant also reserves the right to maintain sales offices, management offices, and signs advertising the Condominium and models until the Termination of Control Date.

The Condominium is served by municipal water.

The use of the Units is subject to and bound by all relevant decisions of the South Kingstown Planning Board. In order to construct the Condominium, the Declarant obtained a comprehensive permit, pursuant to Title 45, Chapter 53 of the General Laws of Rhode Island, from the South Kingstown Planning Board. This decision, dated \_\_\_\_\_, is included hereto as Exhibit A-3 to the Declaration.

Each of the units is limited to a two (2) bedroom dwelling. No unit may be expanded or altered after sale by the declarant.

F. OWNERSHIP: RESTRAINT UPON SEPARATION OF COMMON ELEMENTS.

Ownership in a Unit may be in fee simple or any estate in real property recognized by law and each Unit Owner is entitled to the use and possession of his or her Unit. The fee title to each Unit shall include both the Unit and the Unit Owner's individual interest in the Common Elements of the Condominium. Title to the Units cannot be separated from the undivided interest in the Common Elements of the Condominium.

G. ALLOCATION OF PERCENTAGE INTEREST, EXPENSES AND VOTING.

This section of the Declaration describes the undivided Percentage Interest of each Unit in the Common Elements. Each Unit shall have a percentage interest in the Common Expenses and Common Surplus of the Condominium. The interest of each Unit in the Common Elements is set forth on Exhibit C of the Declaration. As additional Units are added to the Condominium

in later phases, each Unit Owner's interest in the Common Elements will decrease proportionately.

Each Unit Owner shall be entitled to cast a vote equal to its Percentage Interest on any matter to which a Unit Owner is entitled to vote.

#### H. MAINTENANCE.

This section of the Declaration details whether the Association or the Units Owners are responsible for maintenance certain portions of the Condominium. Any maintenance, repair or replacement of those Common Elements benefiting the Condominium as a whole shall be the responsibility of all Unit Owners through the Association.

The condominium shall be serviced by six (6) separate OWTS (On-Site Wastewater Treatment Systems). The OWTS shall be common elements of the condominium and the Association shall maintain service contracts with such vendors as are approved by the RIDEM and the Association Board of Directors.

Each unit owner shall be required to contract with a waste hauler approved by the Board of Directors of the Condominium Association, or by the Developer providing for in yard pick-up of refuse and recyclables at least once weekly and twice weekly from June 15<sup>th</sup> of any year until the day after Labor Day. In the event any unit owner fails to do so, the Board of Directors or the Developer may contract therefore and the costs incurred shall constitute a lien on the condominium unit so effective.

I. ADDITIONS, ALTERATIONS OR IMPROVEMENTS.

The Declaration provides that the Association shall not make any material additions, alterations, changes or improvements to the Common Elements or to the Association Property without the approval of the Unit Owners; provided, however, that the approval of at least two-thirds (2/3) of all of the Unit Owners entitled to vote thereon shall be required as to any addition, alteration, change or improvement which would cost, when combined with any other additions, alterations or improvements made during the calendar year, the sum of Five Thousand Dollars (\$5000) multiplied by the number of Units affected thereby.

This provision also provides that no Unit Owner shall make or install any addition, alteration, improvement or landscaping in or to the exterior of any Unit or any Limited Common Element or any Association Property and no Unit Owner shall make any structural addition, alteration in or to his Unit, without the written consent of the Association. No change is permitted to any unit which would result in the unit containing more than two (2) bedrooms.

The Declarant reserves the right to change interior design and the arrangement of all Units so long as (i) it owns the Units being altered or such Unit has not been added to the Condominium; (ii) there is no change to the boundary of any previously existing Unit, (iii) the change does not result in the creation of additional square footage of living space or additional bedrooms, and (iv) the change does not alter the undivided interest in the Common Elements of any Unit.

J. DETERMINATION OF COMMON EXPENSES OR ASSESSMENTS.

This provision of the Declaration provides that the Board of Director of the Association, from time to time, and at least annually, prepare and adopt a budget for the Condominium, determine the amount of the Assessment payable by each Unit Owner to meet the Common Expenses of the Condominium and allocate such expenses among the Unit Owners in accordance with the Condominium Act, the Declaration and the Bylaws. The Budget shall include an assessment for (i) Common Expenses applicable to the Condominium as a whole ("General Common Expenses"), and contain an assessment for reserves. Any budget adopted by the Board shall be subject to change to cover actual expenses at any time, and the Declaration also provides that in the event that expenditures of funds by the Association is required that cannot be made from regular Assessments, the Association may make special Assessments to cover such expenditure(s).

Each Unit Owner acquiring title to a Unit from the Declarant, except for purchasers of Price Restricted Units, is required pay to the Association a working capital contribution equal to two (2) months Assessment for the Unit.

K. MONETARY DEFAULTS AND COLLECTION OF ASSESSMENTS AND OTHER MONIES.

Each Unit Owner is liable for all assessments coming due and up to the time of the transfer of title and other monies owed to the Association while they are Unit Owners.

Additionally, a Unit Owner is jointly and severally liable with the previous Unit Owner for all unpaid assessments that became due up to the time of the conveyance.

If any Unit owner fails to pay the full amount of all assessments for Condominium charges when due, the Declaration provides that the Association shall have the right to charge late fees and interest.

The Association has a lien on each Unit to secure the payment of all assessments due to the Association, and in the event that a Unit Owner shall fail to pay an Assessment, it shall be lawful for the Association to sell the Unit and Common Elements associated therewith in accordance with Rhode Island law to pay for any such delinquent Assessment.

L. MATUNUCK BEACH CONDOMINIUM ASSOCIATION.

The Matunuck Beach Condominium Association shall be organized as an unincorporated association under the laws of the State of Rhode Island in order to provide for the administration of the Condominium. The Bylaws of the Association are an exhibit to the Declaration. The record owners of all Units in the Condominium shall be members of the Association. The Declaration provides that the Association shall have the right to contract for the management and maintenance of the Condominium Property. Any management agreement shall not exceed three (3) years and shall provide for termination by either party without cause and without penalty upon not less than ninety (90) days written notice.

M. INSURANCE.

The Association is required to obtain and maintain insurance on the Condominium for the benefit and protection of Unit Owners, their mortgages, the Condominium Association and the Board of Directors of the Association.

The insurance must cover hazards and casualties, liability, workers' compensation and other risks as the Association is determined from time to time. The Declaration provides for specific requirements as to amounts of coverage, deductibles, waivers of subrogation, notice to mortgagees and non-cancellation.

All proceeds in excess of \$25,000 covering casualty losses are to be paid to a national or state bank with trust powers as may be designated by the Association as an Insurance Trustee. The Insurance Trustee shall receive said proceeds and hold them in trust for the benefit of the Unit Owners and the respective mortgagee as provided in the Declaration.

N. RECONSTRUCTION OR REPAIR AFTER CASUALTY

This provision of the Declaration describes whether or not damage will be reconstructed or repaired if any part of the Condominium or Association Property is damaged or destroyed by casualty.

O. CONDEMNATION AND EMINENT DOMAIN.

Section 16 of the Declaration deals with the acts to be taken in the event that any part of the Condominium are taken by condemnation or eminent domain and the disposition of the award, if any, for such taking.

P. USE RESTRICTIONS.

The Declaration provides that the Units shall be occupied and used only for residential purposes, except that the Declarant shall have the right to use one or more of the residential units as a model or for office purposes for a limited period of time.

The Declaration provides that no Unit may be divided into a smaller unit or any portion thereof sold or otherwise transferred without first amending the Declaration in accordance with Rhode Island law.

This provision of the Declaration limits what can be done to the exterior appearance of any Unit, but allows the Unit Owners to place tasteful patio furniture and plants on their porches, patios or decks, so long as the same is kept neat and in a sightly condition. No more than one (1) dog and/or cat is permitted in any Unit. In addition, fish, birds and other small animals are permitted so long as they confined to cages, tanks or other enclosures and do not create a nuisance. All other pets, including without limitation reptiles, are prohibited. No pit bull terriers are permitted. No pet may be kept unleashed outside of any Unit, or in the absence of any resident of the Unit. **The Association may terminate the right of Unit Owner to keep a dog or other domestic pet upon a finding that the dog or other pet is vicious, is annoying to other residents, or has in any way become a nuisance.**

No nuisance shall be allowed on Condominium Property and no use or practice which is an unreasonable source of annoyance to residents or which shall interfere with the peaceful possession and proper use of the Condominium Property shall be permitted.

All laws, zoning ordinances and regulations of all governmental bodies which require maintenance, modification or repair of the Condominium Property shall be complied with.

Q. SALE, TRANSFER AND LEASING RESTRICTIONS.

Except for the Price Restricted Units, all Units may be leased and/or sold without restriction; however, all Lessees and subsequent Purchasers are bound by the terms of the Declaration and By-Laws. Price Restricted Units may only be sold or leased in accord with RIGL 45-53 at seq.

R. COMPLIANCE AND NON-MONETARY DEFAULT.

The Declaration provides various sanctions against a Unit Owner in the event of a violation of the provisions of the Declaration, by-laws or the rules and regulations including,

without limitation, fines and/or an action in a court of competent jurisdiction to enforce performance.

S. AMENDMENT TO THE DECLARATION.

This section describes the circumstances under which the Declaration may be amended and the requirements for effectuating such amendment. There are certain instances in which an amendment is prohibited or restricted and certain instances where an amendment requires consent of the holders on mortgages of the Units.

T. TERMINATION OF THE CONDOMINIUM.

This section deals with the provisions which govern when and under what circumstances the Condominium may be terminated and the Condominium Property removed from the provisions of the Rhode Island Condominium Act. There are restrictions placed on such a termination.

U. SPECIAL PROVISIONS REGARDING MORTGAGES.

The Declaration provides, upon written request to the Association, for written notice to any institutional lender holding a first mortgage of certain material events. The Declaration also provides for mortgagees to be notified in the event their consent is required for any action.

V. LAWSUITS AGAINST THE DECLARANT.

The Declaration provides that no legal proceeding shall be commenced against the Declarant by the Association without the prior written consent of a least seventy-five percent (75%) of the vote of all Unit Owners other the Declarant.

W. EXHIBIT A-1 - LEGAL DESCRIPTION.

The property which forms the Condominium is set forth in this Exhibit.

X. EXHIBIT A-2 - Easements and Restrictions.

The easement and restrictions of record are set forth on this Exhibit.

Y. EXHIBIT A-3 - DECISION OF SOUTH KINGSTOWN PLANNING BOARD.

The decisions of the South Kingstown Planning Board granting a Comprehensive Permit for the construction of the Condominium is set forth in this Exhibit.

Z. EXHIBIT A-4 - Plats and Plans.

The graphic description of the land and improvements are set forth in this Exhibit.

AA. EXHIBIT A-5 - Unit numbers and interest in common elements.

The Unit numbers and the Unit's percentage interest in the Common Elements are set forth in this Exhibit.

BB. EXHIBIT A-6 - BY-LAWS.

The By-laws of the Matunuck Beach Condominium Association are set forth in this Exhibit.

CC. DEVELOPMENT RIGHTS OF THE DECLARANT: This section describes in detail, the Rights of the Declarant and its assigns to develop the Condominium.

(5) CURRENT BALANCE SHEET AND PROJECTED BUDGET

Since MATUNUCK BEACH CONDOMINIUM is a new Condominium, there is no current balance sheet for the Association.

The projected first year Budget for the Condominium is attached as Exhibit B to the Offering.

The budget was prepared by the Declarant based on occupancy of all of the Condominium Units. No assumptions were made regarding inflation factors. In computing the Budget, the Declarant has relied on generally accepted accounting standards, and its experience with similar condominium properties.

There are reserves, as shown, for the repair and/or replacement of the roofs, parking areas and walkways of the Condominium. The budget does not reflect the Unit Owners' initial non-refundable contribution of an amount equal to two months' estimated Assessment. This contribution will be used to establish a working capital fund to ensure that the Association will have cash available to meet unforeseen expenditures during the initial months of operation of the Condominium.

This budget has been prepared by the Declarant based on the best information available to it and on the assumptions stated above. The Declarant cannot and does not warrant or represent that the actual expenses of the Association will approximate the expenses listed on the projected first year Budget.

(6) OTHER EXPENSES

There are no expenses presently paid by Declarant which may become common expenses in the future which are not reflected in the projected first year Budget. The Declarant will pay operating expenses attributable to unsold units. However, because the present budget assumes full ownership and occupancy, contributions by Unit Owners in the form of monthly

assessments, together with the Declarant's contribution for unsold units, should be sufficient to cover all the operating expenses of the Condominium with the provisions set forth in Section (5) of this Offering.

(7) FEES DUE FROM BUYER AT CLOSING

At the closing of a Unit, a buyer of a Unit, except Price Restricted Units, shall be liable to contribute an amount equal to two (2) months' Common Area Assessment as working capital for the Association, as well as a prorated monthly assessment for the remainder of the month in which the closing takes place.

Taxes will be adjusted between the Declarant and Buyer based on the time during the fiscal taxing period in which the closing takes place. If taxes have already been paid for a fiscal period which has not yet ended, the Buyer will reimburse Declarant for prorated taxes from the date of the closing to the end of the fiscal period. If taxes for a period are not yet due at the time of the closing, then Buyer will receive a credit for prorated taxes from the beginning of the period to the date of closing, but will take title to the Unit subject to the taxes for the period which are not yet due and payable.

A buyer shall also be solely responsible for any and all costs connected with any mortgage loan obtained by Buyer to finance the purchase of the Unit, and which are imposed by a buyer's lender as a requirement of making the loan. These typically include (but are not limited to) origination fee or "points", prepaid interest, title insurance premium, appraisal and credit report fees, mortgage insurance, and legal and recording fees.

(8) LIENS, DEFECTS and ENCUMBRANCES AFFECTING TITLE

There are two types of possible liens, defects and encumbrances which relate to a Unit Owner's title: (1) those affecting the condominium premises as a whole, and thus all Units, and (2) those affecting an individual Unit as a part of the condominium.

The Condominium property, as a whole, is subject to easements, discrepancies or conflicts in boundary lines, shortages in area and encroachments which an accurate and complete survey would disclose, supplemental taxes which may be imposed by the Town of South Kingstown, retroactively, and taxes assessed against the condominium premises prior to the assessment of Units as separate taxable parcels. The Condominium is subject to easements and restrictions of record set forth at Exhibit A-2 of the Declaration.

The Declarant may obtain a mortgage on the Condominium property in connection with the construction and renovation of the Condominium property. If obtained, this mortgage will be discharged as to each Unit at the time of Closing to enable a buyer to purchase a Unit.

The title to each Unit is affected by the terms and provisions of the Rhode Island Condominium Act, the Declaration of Condominium and its Exhibits (including the By-Laws and Rules and Regulations), the liability to pay monthly common assessments, the liability to

pay taxes assessed against the Unit, or taxes which have been assessed but are not yet due and payable, and all easements in favor of other Unit Owners and/or the Common Elements for encroachments, ingress, egress, right of entry, utility lines, support and the like, as are more particularly described and set forth in the Declaration.

(9) FINANCING

A Unit purchaser may apply for financing from any lender, or may pay all cash at the closing. The Declarant does not plan to provide financing.

(10) LIMITATIONS ON WARRANTIES

The ONLY WARRANTIES provided by the Declarant are those EXPRESSLY REQUIRED BY LAW and set forth in Section 34.36.1-4.14 of the Rhode Island Condominium Act.

In summary, it is warranted that the Unit and the Common Elements of the Condominium are suitable for the ordinary uses of real estate of its type, and that any improvements made or contracted for BY THE DECLARANT are free from defective materials and constructed in a workmanlike manner.

These warranties required by law shall expire, with respect to a Unit, two (2) years after a Unit is conveyed to a purchaser, and with respect to the Common Elements, two (2) years after the first unit of the Condominium is conveyed to a purchaser. The Declarant and a purchaser will execute a separate instrument limiting the period of limitations or warranties to two (2) years, as stated above. This instrument is Exhibit I to this Offering.

No claim arising out of any warranty required to be given by the Declarant may be brought unless, prior to the expiration of the appropriate two (2) year period of limitation, the purchaser has delivered written notice to the Declarant of alleged breaches of warranties.

No warranties shall apply if an alleged defective part of a Unit or Common Elements has been subject to misuse or damage by accident, or has not been afforded reasonable care. The liability of Declarant is limited to repair or replacement of any defective materials which do not comply with warranties imposed by law, and in no event shall liability exceed the replacement cost of the Unit. Declarant shall not be liable for consequential damages arising from any breach of warranty.

EXCEPT AS SET FORTH ABOVE, THE UNITS AND ANY PERSONAL PROPERTY ARE BEING SOLD IN AN "AS IS" CONDITION, WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND, INCLUDING (BY WAY OF ILLUSTRATION BUT NOT LIMITATION) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR HABITABILITY.

(11) LEGAL RIGHTS OF PURCHASER

WITHIN TEN DAYS AFTER RECEIPT OF THIS PUBLIC OFFERING STATEMENT, THE PURCHASER MAY CANCEL ANY CONTRACT HE HAS PREVIOUSLY EXECUTED FOR PURCHASE OF A UNIT IN MATUNUCK BEACH CONDOMINIUM FROM THE DECLARANT. IF THE PURCHASER ELECTS TO CANCEL SUCH A CONTRACT, HE/SHE MAY DO SO BY DELIVERING A NOTICE OF CANCELLATION TO THE DECLARANT IN HAND (IN WHICH CASE A RECEIPT SHOULD BE OBTAINED) OR BY MAILING THE NOTICE TO THE DECLARANT, POSTAGE PREPAID, UNITED STATES MAIL. A CANCELLATION MADE AS ABOVE IS WITHOUT PENALTY AND ALL PAYMENTS MADE BY THE PURCHASER BEFORE THIS CANCELLATION WILL BE PROMPTLY REFUNDED BY DECLARANT.

IF THE DECLARANT HAS FAILED TO PROVIDE A PUBLIC OFFERING STATEMENT (INCLUDING ALL AMENDMENTS) TO A PURCHASER BEFORE CONVEYANCE OF A UNIT TO THE PURCHASER, THE PURCHASER MAY RECOVER FROM THE DECLARANT, IN ADDITION TO ANY RIGHTS TO DAMAGES OR OTHER RELIEF, 10% OF THE SALE PRICE OF THE UNIT.

IF A PURCHASER RECEIVED A PUBLIC OFFERING STATEMENT MORE THAN TEN DAYS BEFORE SIGNING A CONTRACT OF SALE, HE CANNOT CANCEL THE CONTRACT PURSUANT TO THE FOREGOING PROVISIONS.

(12) SUIT AND JUDGMENTS

As of the date of this Offering, the Declarant knows of no unsatisfied judgments or pending suits against the Matunuck Beach Condominium Association nor is there any pending suits material to the Condominium of which the Declarant has actual knowledge.

(13) DEPOSITS

All deposits made in connection with the purchase of a Unit in the MATUNUCK BEACH CONDOMINIUM will be held in an escrow account until closing and will be either accounted for at the time of closing, or returned to the purchaser if the purchaser cancels a contract for sale pursuant to the terms of the contract itself, or to Section 34-36.1-4.08 of the Rhode Island Condominium Act.

(14) RESTRICTIONS ON TRANSFERABILITY

The Declaration does not provide for a restriction upon the resale or leasing of any Unit, except that the Price Restricted Units are held, leased, and or sold pursuant to RIGL 45-53.

(15) INSURANCE

The Declarant has or will apply for an "all risk" hazard insurance policy with coverage of not less than \$800,000 for each building. This coverage does not, however, extend to fixtures installed in Units, to improvements made by Units by Unit Owners unless specific arrangements for coverage have, been made, or to the personal property of Unit Owners.

In addition to the hazard insurance described above, there will be liability insurance with a \$2,000,000 aggregate limit and \$1,000,000 per occurrence.

The actual policy is expected to be issued upon the recording of the Declaration with the South Kingstown Land Evidence Records. The cost of this insurance is included in the projected first year Budget for the Condominium, and is an element of the Common Area Assessments against Units.

(16) FEES FOR USE OF COMMON ELEMENTS; FACILITIES

There are no Common Elements for whose use a fee is charged. The only fees associated with the use of the Common Elements are the regular monthly assessments to the Unit Owners.

(17) IMPROVEMENTS BY DECLARANT

The Declarant owns the land underlying the condominium, fee simple not subject to any mortgages and plans to finance the improvements through a construction loan from a conventional construction lender.

(18) ZONING AND LAND USE REQUIREMENTS

The Condominium is subject to and bound by all relevant decisions of the South Kingstown Planning Board. In order to construct the Condominium, the Declarant applied for and obtained a comprehensive permit from the South Kingstown Planning Board. The decision is Exhibit A-3 to the Declaration.

(19) OTHER UNUSUAL AND MATERIAL INFORMATION

Declarant believes that this narrative, together with the other parts of this Offering (including exhibits) sets forth all information relative to the operation of the MATUNUCK BEACH CONDOMINIUM and the rights, restrictions and obligations pertaining to Units therein and Owners of Units.

MATUNUCK BEACH CONDOMINIUM

**EXHIBIT A**

**Matunuck Beach Condominium Declaration**

DECLARATION OF CONDOMINIUM  
OF  
MATUNUCK BEACH CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM is made by Matunuck Beach Road Partners, LLC, a Rhode Island limited liability company, hereinafter referred to as "DECLARANT," for itself, its successors, grantees and assigns.

This Declaration Includes the Following Exhibits

- Exhibit (i) - Legal Description
- Exhibit (ii) - Easements and Restrictions
- Exhibit (iii) - Decision of South Kingstown Planning Board
- Exhibit (iv) - Plats and Plans
- Exhibit (v) - Unit Numbers and Interests in Common Elements
- Exhibit (vi) – Matunuck Beach Condominium Association Bylaws

WHEREAS, the DECLARANT is the owner in fee simple of certain land located in the Town of South Kingstown, Rhode Island as more particularly described on Exhibit (i) attached hereto and made a part hereof with all improvements located thereon and appurtenances thereto and articles of personal property intended for use in connection therewith (the "Condominium Property"); and

WHEREAS, the DECLARANT desires to establish the Condominium Property consisting of up to twelve (12) RESIDENTIAL UNITS pursuant to the Rhode Island Condominium Act subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens hereafter set forth, each of which is for the benefit of the Condominium Property and the subsequent owners thereof:

NOW, THEREFORE, the DECLARANT hereby declares that all of the Condominium 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 set forth, all of which are declared and agreed to be for the benefit of the Condominium Property, and shall be deemed to run with and bind the Condominium Property, and shall inure to the benefit of and be enforceable by the DECLARANT and by an person acquiring or owning an interest in said Condominium Property and improvements.

1. Purpose. The purpose of this DECLARATION is to submit the land and improvements described to the CONDOMINIUM FORM OF OWNERSHIP and use pursuant to Chapter 36.1 of Title 34 of General Laws of Rhode Island, 1956, as amended, herein referred to as the

"CONDOMINIUM ACT." Except where permissive variances therefrom appear in this DECLARATION, the annexed BYLAWS of the ASSOCIATION or in lawful amendments to these instruments, the provisions of the CONDOMINIUM ACT are incorporated herein by reference. This DECLARATION and the BYLAWS of the ASSOCIATION, as lawfully amended from time to time, and the CONDOMINIUM ACT as same exists as of the execution of this DECLARATION, shall govern this CONDOMINIUM and the rights, duties and responsibilities of UNIT OWNERS therein.

1.1 Name. The name by which this CONDOMINIUM is to be identified is MATUNUCK BEACH CONDOMINIUM.

1.2 Submission to CONDOMINIUM FORM OF OWNERSHIP. By this DECLARATION, the fee simple title to the property described in Exhibit (i) attached hereto and made a part hereof, is hereby submitted to the CONDOMINIUM FORM OF OWNERSHIP.

1.3 Effect of DECLARATION. All restrictions, reservations, covenants, conditions and easements contained herein constitute covenants running with the land and shall rule perpetually unless terminated or amended as provided herein, and shall be binding upon all UNIT OWNERS as hereinafter defined, and in consideration of receiving and by acceptance of grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons agree to be bound by the provisions hereof, and the BYLAWS. Both the burdens imposed and the benefits derived shall run with each UNIT as herein defined.

1.4 The Condominium Units. The general description and number of each UNIT, including its dimension, location and such other data and may be necessary or appropriate for its identification are set forth on the Plats and Plans attached hereto as Exhibit (iv). The maximum number of UNITS which the DECLARANT reserves the right to create is twelve (12).

2. Definitions. The terms used in this DECLARATION and all exhibits attached hereto, and in the BYLAWS, shall have the meanings stated in the CONDOMINIUM ACT and as follows, unless the context otherwise requires.

2.1 ASSESSMENT means a share of the funds which are required for the payment of COMMON EXPENSES, which from time to time is assessed against a UNIT OWNER.

2.2 ASSOCIATION means the MATUNUCK BEACH 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.

2.3 ASSOCIATION PROPERTY means any real property owned by the ASSOCIATION, including any improvements located thereon, and all personal property owned by the ASSOCIATION.

2.4 BOARD means the Board of Directors of the ASSOCIATION.

2.5 BUILDING collectively means and includes the buildings within the CONDOMINIUM which contains the UNITS.

2.6 BYLAWS means the BYLAWS of the ASSOCIATION, as same may be amended from time to time.

2.7 COMMON ELEMENTS means the portions of the CONDOMINIUM PROPERTY not included in the UNITS, and all other property declared as COMMON ELEMENTS herein and in the CONDOMINIUM ACT.

2.8 COMMON EXPENSES means all expenses properly incurred by the ASSOCIATION for the CONDOMINIUM which shall include, but not be limited to, the following:

2.8.1 Expenses of administration and management of the CONDOMINIUM PROPERTY and of the ASSOCIATION.

2.8.2 Expenses of operation, maintenance, repair, replacement or protection of the COMMON ELEMENTS and any ASSOCIATION property.

2.8.3 Costs of carrying out the powers and duties of the ASSOCIATION.

2.8.4 Any other expense, whether or not included in the foregoing, designated as COMMON EXPENSES by the CONDOMINIUM ACT or the CONDOMINIUM DOCUMENTS.

2.8.5 Any valid charge against the CONDOMINIUM.

2.9 COMMON SURPLUS means the excess of all receipts of the ASSOCIATION collected on behalf of the CONDOMINIUM (including, but not limited to, ASSESSMENTS, rents, profits and revenues on account of the COMMON ELEMENTS) over the amount of COMMON EXPENSES.

2.10 CONDOMINIUM means the condominium which is formed pursuant to this DECLARATION.

2.11 CONDOMINIUM ACT OR ACT means the Rhode Island Condominium Act, as it exists on the date of execution of this DECLARATION, as contained in Chapter 36.1 of the Title 34 of the General Laws of Rhode Island, 1956, as amended.

2.12 CONDOMINIUM DOCUMENTS means this DECLARATION, the BYLAWS and any Rules and Regulations adopted by the BOARD, as amended from time to time.

2.13 CONDOMINIUM FORM OF OWNERSHIP means that form of ownership of real property created pursuant to the CONDOMINIUM ACT and which is comprised of UNITS that

may be owned by one (1) or more persons, and there is, appurtenant to each UNIT, an undivided share in the COMMON ELEMENTS.

2.14 CONDOMINIUM PARCEL means a UNIT together with the undivided share in the COMMON ELEMENTS which is appurtenant to the UNIT.

2.15 CONDOMINIUM PROPERTY means the lands that are subjected to the CONDOMINIUM FORM OF OWNERSHIP by this DECLARATION or by any amendment hereto, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the CONDOMINIUM.

2.16 DECLARATION or DECLARATION of CONDOMINIUM means this instrument, as it may be amended from time to time.

2.17 DECLARANT means and refers to the person or entity executing this DECLARATION, its successors, grantees, assigns, nominees, and designees. In the event the holder of any mortgage executed by the DECLARANT, or any subsidiary or affiliate of the holder, obtains title to all or any portion of the CONDOMINIUM PROPERTY by foreclosure, or deed in lieu thereof, or other conveyance, such holder, or subsidiary or affiliate of the holder, shall become the DECLARANT only if it so elects by written notice to the BOARD, except as otherwise provided by the CONDOMINIUM ACT or the rules promulgated thereunder, but regardless of such election the holder, or subsidiary or affiliate of the holder, shall have the right to assign any of the rights of the DECLARANT as provided herein to any third party who acquires title to all or a portion of the CONDOMINIUM PROPERTY from the holder, or subsidiary or affiliate of the holder. In any event, any subsequent DECLARANT shall not be liable for any defaults or obligations incurred by any prior DECLARANT, except as same are expressly assumed by the subsequent DECLARANT. The term "DECLARANT" shall not include any person or entity acquiring title only to one or more UNIT(S) for which a certificate of occupancy has been issued by the controlling governmental authority, unless DECLARANT specifically assigns its rights as DECLARANT to such person or entity, except for a mortgagee of the DECLARANT who elects to be the DECLARANT as set forth above.

2.19 INSTITUTIONAL LENDER means any company or entity holding a first mortgage encumbering a CONDOMINIUM PARCEL, which in the ordinary course of business makes, purchases, guarantees, or insures residential mortgage loans. An INSTITUTIONAL LENDER may be, but is not limited to, a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension or profit-sharing plan, mortgage company, the Federal National Mortgage Association, an agency of the United States or any other governmental authority, or any other similar type of lender generally recognized as an institutional-type lender. For definitional purposes only, an INSTITUTIONAL LENDER shall also mean the holder of any mortgage executed by or in favor of the DECLARANT, whether or not such holder would otherwise be considered an INSTITUTIONAL LENDER.

2.20 LIMITED COMMON ELEMENTS means those COMMON ELEMENTS which are reserved for the use of a certain UNIT or UNITS to the exclusion of other UNITS, if any.

2.21 PERCENTAGE INTEREST means the interest of each UNIT in COMMON ELEMENTS, established pursuant to Section 8 hereof.

2.22 PRICE RESTRICTED UNIT means a Unit subject to the provisions of RIGL 45-53.

2.23 TERMINATION OF CONTROL DATE means no later than the earlier of (a) sixty (60) days after the date the DECLARANT has sold seventy-five percent (75%) of the UNITS which the DECLARANT may create in the ordinary course of business, or (b) two (2) years after the DECLARANT has ceased to offer UNITS for sale in the ordinary course of business.

2.24 UNIT OWNER means the record owner(s) of a CONDOMINIUM PARCEL.

### 3. CONDOMINIUM Improvements and UNITS.

3.1 Plats and Plans. The plans of the property comprising the CONDOMINIUM, a graphic description of the improvements, and a plan thereof, as well as the floor plans of the UNITS within the CONDOMINIUM, are all attached hereto as Exhibit (iv) (the "Plans"). This exhibit, together with this DECLARATION, is an accurate representation of the location and dimensions of the improvements constituting the CONDOMINIUM and are in sufficient detail so that the identification, location, and dimensions of the COMMON ELEMENTS and of each UNIT can be determined.

3.2 UNIT Identification. The legal description of each UNIT shall consist of the number of such UNIT, as described on Exhibit (v). Every deed, lease, mortgage or other instrument may legally describe a UNIT and/or CONDOMINIUM PARCEL by its identifying UNIT designation as provided, and each and every description shall be deemed good and sufficient for all purposes.

3.3 UNIT Boundaries. Each UNIT shall include that part of the BUILDING containing the UNIT that lies within the boundaries of the UNIT, which boundaries are as follows:

3.3.1 Upper and Lower Boundaries. The upper and lower boundaries of each UNIT shall be the following boundaries extended to an intersection with the perimetrical boundaries.

3.3.1.1 Upper boundary. The horizontal plane of the undecorated finished ceiling. In a UNIT containing a room in which the ceiling is raised above the level of the ceiling in the rest of the UNIT, the ceiling shall include the vertical or diagonal surface connecting the raised ceiling with the ceiling of the remaining portion of the UNIT, and the upper boundary shall include the plane of the undecorated finished vertical or diagonal surface that joins the planes of the undecorated finished horizontal portions of the ceiling.

3.3.1.2 Lower boundary. The horizontal plane of the undecorated finished floor. In a UNIT containing a room in which the floor is raised above the level of the floor in the rest of the UNIT, the floor shall include the vertical or diagonal surface connecting the raised floor with the floor of the remaining portion of the UNIT, and the lower boundary shall include the plane of the undecorated finished vertical or diagonal surface that joins the planes of the undecorated finished horizontal portions of the floor.

3.3.2 Perimetrical Boundaries. The perimetrical boundaries of the UNIT shall be the vertical planes of the unfinished interior surfaces of the building walls bounding the UNIT, the vertical planes of finished exterior surfaces of screened or glass walls bounding the UNIT, and imaginary vertical planes along the lower boundaries of the UNIT where there is no wall, extended, to their planar intersections with each other and with the upper and lower boundaries.

3.3.3 Apertures. Where there are apertures in any boundary, including, but not limited to, windows, and doors, such boundary shall be extended to include the interior unfinished surfaces of such apertures, including all frameworks thereof. Exterior surfaces made of glass, screening, or other transparent material, and all framings and casings therefore, shall be included in the boundaries of the UNIT.

3.3.4 Boundaries Further Defined. In addition to those specified in Section 34-36.1-2.08 of the Act, the boundaries of the UNIT shall not include all of those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and those surfaces above the undecorated and/or inner surfaces of the ceilings of each UNIT and, further, shall not include those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or bearing partitions and, further, shall exclude all pipes, ducts, wires, conduit and other facilities running through any interior wall or partition for utility services to other UNITS and/or for COMMON ELEMENTS. No part of the interior non-boundary walls within a UNIT shall be considered a boundary of the UNIT.

3.3.5 Exceptions and Conflicts. In the case of any conflict between the boundaries of the UNIT as above described and the dimensions of the UNIT shown on the Plans, the above provisions describing the boundary of a UNIT shall control, it being the intention of this DECLARATION that the actual as-built boundaries of the UNIT as above described shall control over any erroneous dimensions contained on the Plans attached hereto, and in the event it shall appear that any dimension shown on Plans attached hereto is erroneous the DECLARANT or the President of the ASSOCIATION shall have the right to unilaterally amend the DECLARATION to correct such Plans, and any such amendment shall not require the joinder of any UNIT OWNER or mortgagee so long as the purpose of the amendment is merely to correct an error and correctly describe the boundaries of a UNIT. In the case of UNIT boundaries not adequately described as provided above, the Plans of the UNITS contained in the Plans shall control in determining the boundaries of a UNIT. In the case of any conflict between the language of this DECLARATION describing the boundaries of any UNIT, and in the language contained on the Plans describing the boundaries of a UNIT, the language of this DECLARATION shall control.

3.4 LIMITED COMMON ELEMENTS. The areas depicted as "LIMITED COMMON ELEMENTS" on the Plans of this DECLARATION, if any, shall be LIMITED COMMON ELEMENTS of the contiguous UNIT, or the UNIT otherwise designated, for the exclusive use and enjoyment of the UNIT OWNER and residents of the UNIT, and their guests and invitees. In addition, the following shall be LIMITED COMMON ELEMENTS:

3.4.1 The LIMITED COMMON ELEMENTS of any UNIT shall include the patio, porch or deck outside of the UNIT which is accessible only from the UNIT, as shown on the Plans.

4. Easements and Restrictions. Each of the following easements is hereby created, all of which shall be nonexclusive easements and shall run with the land of the CONDOMINIUM and, notwithstanding any of the other provisions of this DECLARATION, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended uses and purposes.

4.1 Pedestrian and Vehicular Traffic.

4.1.1 Ingress and egress easements for pedestrian and bicycle traffic over and upon the sidewalks and paths existing from time to time upon the COMMON ELEMENTS, and ingress and egress easements for pedestrian and vehicular traffic over and upon the roads, parking areas, and other paved areas as existing from time to time upon the COMMON ELEMENTS and intended for such purposes, same being in favor of the UNIT OWNERS for their use and benefit and for the use and benefit of their mortgagees, tenants, guests and invitees.

4.2 Service and Utility Easements. Easements in favor of governmental and quasi-governmental authorities, utility companies, cable television companies, ambulance or emergency vehicle companies, and mail carrier companies, over and across all roads existing from time to time within the CONDOMINIUM, and over, under, on and across the COMMON ELEMENTS, as may be reasonably required to permit the foregoing, and their agents and employees, to provide their respective authorized services to and for the CONDOMINIUM PROPERTY. Also, easements as maybe reasonably required for the installation, maintenance, repair, and providing of utility services, equipment and fixtures, in order to adequately serve the CONDOMINIUM or any UNIT or COMMON ELEMENT, including, but not limited to, electricity, telephones, sewer, water, lighting, irrigation, drainage, television antenna and cable television facilities, and electronic security. Easements through a UNIT shall be only according to the plans and specifications for the BUILDING or as the BUILDING is actually constructed, or reconstructed, unless approved in writing by the UNIT OWNER of the UNIT. A UNIT OWNER shall do nothing within or outside his UNIT that interferes with or impairs the utility services using these easements. The ASSOCIATION or its designee shall have a right of access to each UNIT to maintain repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility service facilities and COMMON ELEMENTS contained in the UNIT or elsewhere in the CONDOMINIUM PROPERTY and to remove any improvements interfering with or impairing the utility services or easements herein reserved; provided such right of access shall not unreasonably interfere with the UNIT OWNER's permitted use of the UNIT, and except in the event of an emergency, entry into any UNIT shall be made on reasonable notice to the UNIT OWNER.

4.3 Support. Every portion of a UNIT contributing to the support of the BUILDING or an adjacent UNIT shall be burdened with an easement of support for the benefit of all other UNITS and COMMON ELEMENTS in the BUILDING.

4.4 Perpetual Nonexclusive Easement in COMMON ELEMENTS. The COMMON ELEMENTS shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement in favor of all of the UNIT OWNERS and residents of the CONDOMINIUM, and their guests and invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended.

4.5 Air Space. Each UNIT shall have an exclusive easement for the use of the air space occupied by the UNIT as it exists at any particular time and as the UNIT may lawfully be altered.

4.6 Encroachments. If any portion of the COMMON ELEMENTS encroaches upon any UNIT; if any UNIT, LIMITED COMMON ELEMENT, or any other improvement encroaches upon any other UNIT or upon any portion of the COMMON ELEMENTS; or if any encroachment shall hereafter occur as a result of (i) construction or reconstruction of any improvements; (ii) settling or shifting of any improvements; (iii) any addition, alteration or repair to the COMMON ELEMENTS or LIMITED COMMON ELEMENTS made by or with the consent of the ASSOCIATION; (iv) any repair or restoration of any improvements (or any portion thereof) or any UNIT after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any UNIT or the COMMON ELEMENTS; or (v) any non-purposeful or non-negligent act of a UNIT OWNER except as may be authorized by the BOARD, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand.

4.7 Easements for overhanging troughs or gutters, downspouts, and the discharge therefrom of rainwater and the subsequent flow thereof over the UNITS and the CONDOMINIUM PROPERTY.

4.8 Sale and Development Easement. Until the Termination of Control Date, DECLARANT reserves an easement over, upon, across and under the COMMON ELEMENTS and the ASSOCIATION PROPERTY as may be reasonably required in connection with the development and construction of the improvements within the CONDOMINIUM and the ASSOCIATION PROPERTY, and the sale, promotion and leasing of the UNITS, and further reserves an easement to use any office located within the COMMON ELEMENTS for such purposes.

4.9 Additional Easements. The ASSOCIATION, on its behalf and on behalf of all UNIT OWNERS, shall have the right to (i) grant and declare additional easements, licenses and permits over, upon, under, and/or across the COMMON ELEMENTS and the ASSOCIATION PROPERTY in favor of any person, entity, public or quasi-public authority or utility company, or (ii) modify, relocate, abandon or terminate existing easements, licenses and permits within or outside of the CONDOMINIUM in favor of the ASSOCIATION and/or the UNIT OWNERS or in favor of any person, entity, public or quasi-public authority, or utility company, as the DECLARANT or the ASSOCIATION may deem desirable for the proper operation and maintenance of the CONDOMINIUM, or any portion thereof, or for the health, safety or welfare

of the UNIT OWNERS, or for any other reason or purpose. This section does not authorize the ASSOCIATION to modify, relocate, abandon or terminate any easement, license or permit created in whole or in part for the use or benefit of anyone other than the UNIT OWNERS, or crossing the property of anyone other than the UNIT OWNERS, without their consent or approval as otherwise required by law or by the instrument creating the easement. So long as such additional easements, licenses or permits, or the modification, relocation or abandonment of existing easements, licenses or permits will not unreasonably and adversely interfere with the use of UNITS for dwelling purposes, no joinder of any UNIT OWNER or any mortgagee of any UNIT shall be required or, if same would unreasonably and adversely interfere with the use of any UNIT for dwelling purposes, only the joinder of the UNIT OWNERS and INSTITUTIONAL LENDERS of UNITS so affected shall be required. To the extent required, all UNIT OWNERS hereby irrevocably appoint the ASSOCIATION as their attorney-in-fact for the foregoing purposes.

#### 4.10 Easements and Restrictions of Record.

4.11 Planning and Zoning. This Declaration, the Association and the UNIT OWNERS shall be bound by and subject to all relevant decision of the South Kingstown Planning Board. Copies of the decisions are attached hereto as Exhibit (iii).

#### 5. Ownership.

5.1 Type of Ownership. Ownership of each CONDOMINIUM PARCEL may be in fee simple or in any other estate in real property recognized by the law, subject, however, to this DECLARATION and restrictions, reservations, easements and limitations of record.

5.2 UNIT OWNER's Rights. Each UNIT OWNER is entitled to the exclusive use and possession of his, her or its UNIT. Such UNIT OWNER shall be entitled to use the COMMON ELEMENTS in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of other UNIT OWNERS. There shall be a joint use of the COMMON ELEMENTS and a joint and mutual easement for that purpose is hereby created.

6. Restraint Upon Separation and Partition of COMMON ELEMENTS. The fee title of each CONDOMINIUM PARCEL shall include both the UNIT and an undivided interest in the COMMON ELEMENTS, said undivided interest in the COMMON ELEMENTS to be deemed to be conveyed or encumbered with its respective UNIT, even though the description in the deed or instrument of conveyance may refer only to the fee title to the UNIT. Any attempt to separate and/or action to partition the fee title to a UNIT from the undivided interest in the COMMON ELEMENTS appurtenant to each UNIT shall be null and void.

7. Undivided Share in the COMMON ELEMENTS. Each UNIT shall have an undivided share in the COMMON ELEMENTS as an appurtenance to the UNIT, which undivided share shall be set forth in Exhibit C attached hereto.

#### 8. Allocation of Percentage Interests, Expenses, Voting.

8.1 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. 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.

8.2 Percentage Interest in Common Expenses. Each UNIT shall have a percentage interest in the GENERAL COMMON EXPENSES and GENERAL COMMON SURPLUS 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.

8.3 Voting. Subject to the provisions of the BYLAWS, each UNIT OWNER shall be entitled to cast a vote equal to its Percentage Interest on any matter to which a UNIT OWNER is entitled to vote pursuant to this Declaration. With respect to matters that benefit the Condominium as a whole all UNIT OWNERS shall be entitled to vote on matters relating thereto.

8.4. Formula. The formula for determining the Percentage Interest is square footage of a unit divided by total square footage of all units.

9. Maintenance. The responsibility for maintenance by the ASSOCIATION and by the UNIT OWNERS shall be as follows:

9.1 By the ASSOCIATION. The ASSOCIATION shall operate, maintain, repair and replace, as a COMMON EXPENSE:

9.1.1 All COMMON ELEMENTS and LIMITED COMMON ELEMENTS, specifically including the up to six (6) separate on-site wastewater treatment systems located or to be located at the condominium, except for portions to be maintained by the UNIT OWNERS.

9.1.2 All exterior and structural BUILDING walls, whether inside or outside of UNIT.

9.1.3 All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portion of a UNIT contributing to the support of the BUILDING or to another UNIT, or within interior boundary walls, and all such facilities contained within a UNIT which service part or parts of the CONDOMINIUM other than the UNIT within which such facilities are contained.

9.1.4 ALL ASSOCIATION PROPERTY

All incidental damage caused to a UNIT by such work, or caused by any leaking water or other cause emanating from the COMMON ELEMENTS shall be promptly repaired at the expense of the ASSOCIATION. Notwithstanding the foregoing or anything contained herein to the contrary, the ASSOCIATION will not be responsible for damage to any floor coverings, wall

coverings, ceiling coverings, electrical fixtures, appliances, air conditioner or heating equipment, water heaters, built-in cabinets, or any personal property of any UNIT OWNER.

9.2 By the UNIT OWNER. Each UNIT OWNER shall operate, maintain, repair and replace, at the UNIT OWNER's expense:

9.2.1 All portions of the UNIT except the portions to be maintained, repaired and replaced by the ASSOCIATION. Included within the responsibility of the UNIT OWNER shall be windows, screens, sliding glass door and door on the exterior of his UNIT or the LIMITED COMMON ELEMENTS of his UNIT, and framing for same.

9.2.2 The air conditioning and heating systems exclusively serving the UNIT OWNER's UNIT, whether inside or outside of his UNIT. Any portion of the air conditioning and heating system exclusively serving a UNIT, which is located outside of the UNIT, shall be deemed a LIMITED COMMON ELEMENT of the UNIT.

9.2.3 Within the UNIT OWNER's UNIT, all cabinets, carpeting and other floor coverings, sinks, fans, stoves, refrigerators, washers, dryers, disposals, compactors, or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, television transmission, sewage and sanitary service to the UNIT, as well as all personal property of the UNIT OWNER.

All property to be maintained, repaired and/or replaced by a UNIT OWNER shall be maintained at all times in a first class condition and in good working order, if same affects the exterior appearance of the CONDOMINIUM, so as to preserve a well-kept appearance throughout the CONDOMINIUM, and no such maintenance, repair or replacement shall be performed in a manner which changes or alters the exterior appearance of the CONDOMINIUM from its original appearance or condition without the prior written consent of the ASSOCIATION. All property to be maintained, repaired and/or replaced by a UNIT OWNER which is inside of the UNIT OWNER's UNIT and which does not affect the exterior appearance of the CONDOMINIUM shall be maintained at all times in a condition which does not and will not adversely affect any other UNIT OWNER, or any other portion of the CONDOMINIUM PROPERTY.

9.3 No UNIT OWNER shall operate, maintain, repair or replace any portion of the CONDOMINIUM PROPERTY to be operated, maintained, repaired and/ or replaced by the ASSOCIATION, or the ASSOCIATION PROPERTY, without first obtaining written approval from the ASSOCIATION. Each UNIT OWNER shall promptly report to the ASSOCIATION or any applicable management company any defects or need for repairs, maintenance, or replacements, the responsibility for which is that of the ASSOCIATION.

9.4 Whenever it is necessary to enter any UNIT for the purpose of performing any maintenance, repair or replacement of any COMMON ELEMENTS or any other UNIT, or for making emergency repairs necessary to prevent damage to any COMMON ELEMENTS or to any other UNIT, the owner of the UNIT shall permit the ASSOCIATION or persons authorized

by it to enter the UNIT for such purposes, provided that such entry may be made only at reasonable times and with reasonable advance notice, except that in the case of an emergency no advance notice will be required. Any damage resulting from any such entry shall be a COMMON EXPENSE, except where such entry is required in order to repair a UNIT, in which event the UNIT OWNER will be responsible for such damage. To facilitate entry in the event of any emergency, the owner of each UNIT, if required by the ASSOCIATION, shall deposit a key to such UNIT with the ASSOCIATION in a lock box or in other appropriate secure means.

9.5 Notwithstanding anything contained herein to the contrary, except for the willful acts or gross negligence of a UNIT OWNER, no UNIT OWNER shall be liable for any damage to the COMMON ELEMENTS, or any LIMITED COMMON ELEMENTS or any other UNIT, or any improvements or personal property located therein, caused by fire, leaking water, or other cause emanating from the UNIT OWNER's UNIT, and each UNIT OWNER shall be responsible for repairing any such damage to his own UNIT, or improvements or personal property located therein, to the extent the cost of same is not covered by insurance.

#### 10. Additions, Alterations or Improvements.

10.1 By the ASSOCIATION. The ASSOCIATION shall not make any material addition, alteration, change or improvement to the COMMON ELEMENTS or to the ASSOCIATION PROPERTY without the approval of at least two-thirds (2/3) of all the UNIT OWNERS entitled to vote thereon. "Material" shall mean any addition, alteration, change or improvement which would cost, when combined with any other additions, alterations or improvements made during the calendar year, the sum of Five Thousand Dollars (\$5,000.00). No change to any unit is permitted that would result in the creation of additional bedrooms or square footage of living space. The cost and expense of any such addition, alteration, change or improvement to the COMMON ELEMENTS, shall constitute a part of the COMMON EXPENSES and shall be assessed to the UNIT OWNERS as COMMON EXPENSES. Any addition, alteration, change or improvement to the COMMON ELEMENTS or to the COMMON ELEMENTS or to the ASSOCIATION PROPERTY made by the ASSOCIATION shall be made in compliance with all laws, rules, ordinances, and regulations of all controlling governmental authorities.

10.2 By UNIT OWNERS. No UNIT OWNER shall make or install any addition, alteration, improvement or landscaping in or to the exterior of his UNIT, or any LIMITED COMMON ELEMENT or any COMMON ELEMENT, or any ASSOCIATION PROPERTY, and no UNIT OWNER shall make any structural addition, alteration or improvement in or to his UNIT, without the prior written consent of the ASSOCIATION. Any request by a UNIT OWNER for consent by the ASSOCIATION to any addition, alteration or improvement, shall be in writing and shall be accompanied by plans and specifications or other details as the ASSOCIATION may deem reasonably necessary in connection with its determination as to whether or not it will approve any such addition, alteration or improvement, but the ASSOCIATION's approval as to same may be granted or withheld in the ASSOCIATION's sole discretion, and in any event shall not be granted if same would detrimentally affect the architectural design of the CONDOMINIUM PROPERTY, but shall not be withheld in a discriminatory manner. All additions, alterations or improvements made by a UNIT OWNER shall be made in compliance with all laws, rules, ordinances, and regulations of all governmental

authorities having jurisdiction, and with any conditions imposed by the ASSOCIATION with respect to design, structural integrity, aesthetic appeal, construction details, or otherwise. A UNIT OWNER making or causing to be made any additions, alterations or improvements agrees, and shall be deemed to have agreed, for such UNIT OWNER, and the UNIT OWNER's heirs; personal representatives, successors, and assigns, as appropriate, to hold the ASSOCIATION and all other UNIT OWNERS harmless from any liability or damage to the CONDOMINIUM PROPERTY and expenses arising therefrom. Each UNIT OWNER shall be solely responsible for and shall maintain all exterior additions, alterations or improvements in a first-class condition and in good working order as originally approved by the ASSOCIATION.

10.3 By the DECLARANT. The DECLARANT reserves the right to change the interior design and arrangement of all UNITS so long as (i) the DECLARANT owns the UNITS so altered or the Unit has not yet been added to the condominium; (ii) there is no change to the boundary of any UNIT; (iii) the changes does not alter the undivided interest in the COMMON ELEMENTS of any previously existing UNIT; (iv) the change does not result in the creation of additional living space or additional bedrooms.

#### 11. Determination of COMMON EXPENSES and ASSESSMENTS.

11.1 The BOARD shall from time to time, and at least annually, prepare and adopt a budget for the CONDOMINIUM, determine the amount of ASSESSMENTS payable by the UNIT OWNERS to meet the COMMON EXPENSES of the CONDOMINIUM, and allocate and assess such expenses among the UNIT OWNERS, in accordance with the provisions of the CONDOMINIUM ACT, this DECLARATION and the BYLAWS. The Board shall call a meeting of the ASSOCIATION to approve the budget as required by Section 34-36.1-3.03 of the CONDOMINIUM ACT. The Budget shall include an ASSESSMENT which shall include a reserve for replacements. The ASSOCIATION shall notify all UNIT OWNERS, in writing, of the amount and due dates of the ASSESSMENTS payable by each of them, which due dates shall not be less than ten (10) days from the date of such notification. In the event any ASSESSMENTS are made in equal periodic payments as provided in the notice from the ASSOCIATION, such periodic payments shall automatically continue to be due and payable in the same amount and frequency as indicated in the notice, unless and/or until: (i) the notice specifically provides that the periodic payments will terminate upon the occurrence of a specified event or the payment of a specified amount, or (ii) the ASSOCIATION notifies the UNIT OWNER in writing of a change in the amount and/or frequency of the periodic payments. If requested in writing, copies of all notices of ASSESSMENTS shall be given to any INSTITUTIONAL LENDER. Any budget adopted by the BOARD shall be subject to change to cover actual expenses at any time, in conformance with applicable provisions hereof or of the BYLAWS. In the event the expenditure of funds by the ASSOCIATION is required that cannot be made from the regular ASSESSMENTS, the ASSOCIATION may make special ASSESSMENTS, which shall be levied in the same manner as hereinbefore provided for regular ASSESSMENTS and shall be payable in the manner determined by the BOARD as stated in the notice of any special ASSESSMENT. The specific purpose or purposes of any special ASSESSMENT shall be set forth in the written notice of such ASSESSMENT sent or delivered to each UNIT OWNER, and the funds collected pursuant to the special ASSESSMENT shall be used only for the specific purpose or purposes set forth in such notice, or returned to the UNIT

OWNERS. However, upon completion of such specific purpose or purposes, any excess funds shall be considered COMMON SURPLUS. ASSESSMENTS will commence upon the conveyance of the first UNIT by the DECLARANT, and prior to such commencement date, the DECLARANT will be responsible for all COMMON EXPENSES of the CONDOMINIUM.

11.2 Each UNIT OWNER acquiring title to a UNIT from the DECLARANT shall pay to the ASSOCIATION a working capital contribution equal to two (2) months ASSESSMENTS for the UNIT. Such working capital contributions may be used to reimburse the DECLARANT for start-up expenses of the ASSOCIATION, including, but not limited to, advance insurance premiums, utility deposits and similar expenses, or otherwise as the ASSOCIATION shall determine from time to time, and need not be restricted or accumulated.

## 12. Monetary Defaults and Collection of ASSESSMENTS and Other Monies.

12.1 Liability for ASSESSMENTS and Other Monies. A UNIT OWNER, regardless of how the UNIT OWNER's has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all ASSESSMENTS coming due and other monies owed to the ASSOCIATION while he is the UNIT OWNER. Additionally, a UNIT OWNER is jointly and severally liable with the previous UNIT OWNER FOR ALL UNPAID assessments that became due up to the time of transfer of title, and for any other monies owed to the ASSOCIATION by the prior UNIT OWNER of the UNIT up to the time of the conveyance. This liability is without prejudice to any right the UNIT OWNER may have to recover from the previous UNIT OWNER the amounts paid by the UNIT OWNER. The person acquiring title shall pay the amount owed to the ASSOCIATION within 30 days after transfer of title. Failure to pay the full amount when due shall entitle the ASSOCIATION to record a claim of lien against the UNIT and proceed in the same manner as provided in this section for the collection of unpaid ASSESSMENTS. However, no UNIT OWNER shall be liable for any ASSESSMENTS or other monies owed to the ASSOCIATION by the DECLARANT.

12.2 Late Fees and Interest. If any ASSESSMENT or other monies owed to the ASSOCIATION are not paid within ten (10) days after the due date, the ASSOCIATION shall have the right to charge the defaulting OWNER an administrative late fee equal to the greater of \$25.00 or 5% of each installment of the amount of the ASSESSMENT or other monies owed, plus interest at the then highest rate of interest allowable by law, but not greater than 18% percent per year, from the due date until paid. If there is no due date applicable to any particular ASSESSMENT or other monies owed to the ASSOCIATION, then the ASSESSMENT or other monies shall be due ten (10) days after written demand by the ASSOCIATION. The ASSOCIATION may waive the payment of any or all late fees or interest in the discretion of the ASSOCIATION. Any payment received by the ASSOCIATION shall be applied first to any interest accrued by the ASSOCIATION, then to any late fee, then to any costs and reasonable attorneys' fees incurred in the collection, and then to the delinquent ASSESSMENT(S). The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying any payment.

12.3 Lien for ASSESSMENTS and Other Monies Owed to the ASSOCIATION. The ASSOCIATION has a lien on each CONDOMINIUM PARCEL to secure the payment of

ASSESSMENTS, which lien is provided by R.I.G.L. §34-36.1-3.16, and is also hereby established, and the ASSOCIATION has a lien on each CONDOMINIUM PARCEL for any other monies owed to the ASSOCIATION, which lien is hereby established, with interest and for costs and attorneys' fees incurred by the ASSOCIATION incident to the collection of the ASSESSMENTS or other monies, or enforcement of the lien. Notwithstanding the foregoing, the ASSOCIATION shall not have a lien for any monies owed to the ASSOCIATION where such lien is prohibited by the CONDOMINIUM ACT. The lien for a delinquent assessment shall have the priority specified in R.I.G.L. §34-36.1-3.16.

12.4 Foreclosure of Condominium Lien. If a UNIT OWNER shall default in the payment of any assessment, fine or other charge which is a lien of the UNIT in favor of the ASSOCIATION, it shall be lawful for the ASSOCIATION to sell the CONDOMINIUM PARCEL in accordance with the provisions of R.I.G.L. §34-36.1-3.21.

12.5 Certificate of Unpaid ASSESSMENTS and Other Monies Owed to the ASSOCIATION. Within ten (10) days after receiving a written request therefore from a UNIT OWNER, a UNIT purchaser, or any INSTITUTIONAL LENDER holding, insuring, or guaranteeing a mortgage encumbering an UNIT, or any person or entity intending to purchase a UNIT or provide a mortgage loan encumbering a UNIT, the ASSOCIATION shall provide a certificate signed by an officer or agent of the ASSOCIATION stating all ASSESSMENTS and other monies owed to the ASSOCIATION by the UNIT OWNER with respect to the CONDOMINIUM PARCEL and other information to be provided under R.I.G.L. §34-36.1-4.09.

12.6 Application of Payments. Any payments made to the ASSOCIATION by any UNIT OWNER shall first be applied towards reasonable attorneys' fees incurred by the ASSOCIATION incidental to the collection of ASSESSMENTS and other monies owed to the ASSOCIATION by the UNIT OWNER and/or for the enforcement of its lien; next towards interest on any ASSESSMENTS or other monies owed to the ASSOCIATION as provided herein; and next towards any unpaid ASSESSMENTS or other monies owed to the ASSOCIATION, in the inverse order that such ASSESSMENTS or other monies were due.

12.7 Posting of Amounts Due.

13. ASSOCIATION. In order to provide for the administration of this CONDOMINIUM, the ASSOCIATION has been organized as an unincorporated association under the laws of the State of Rhode Island, and the ASSOCIATION shall administer the operation and management of the CONDOMINIUM and undertake and perform all acts and duties incidental thereto in accordance with the terms, provisions and conditions of this DECLARATION, BYLAWS, and the rules and regulations promulgated by the ASSOCIATION from time to time.

13.1 BYLAWS. A copy of the BYLAWS is attached as Exhibit (vi). No amendment of the BYLAWS shall be deemed an amendment to this DECLARATION and this DECLARATION shall not prohibit or restrict amendments to the BYLAWS, except as specifically provided herein.

13.2 Limitation Upon Liability of ASSOCIATION. Notwithstanding the duty of the ASSOCIATION to maintain and repair portions of the CONDOMINIUM PROPERTY, the ASSOCIATION shall not be liable to UNIT OWNERS for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the ASSOCIATION or caused by the elements or other owners or persons.

13.3 Restraint Upon Assignment of Shares in Assets. The share of a member in the funds and assets of the ASSOCIATION cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to such member's UNIT.

13.4 Approval or Disapproval of Matters. Whenever the approval, consent or decision of the UNIT OWNERS is required upon any matter, such decision shall be made by a majority of a quorum of the UNIT OWNERS entitled to vote therein at a duly called meeting of the ASSOCIATION, in accordance with the BYLAWS, unless a greater voting requirement is specified as to any matter in the CONDOMINIUM ACT, or in this DECLARATION or the BYLAWS.

13.5 Acts of the ASSOCIATION. Unless the approval or action of the UNIT OWNERS, and/or a certain specific percentage of the BOARD, is specifically required in this DECLARATION or the BYLAWS, applicable rules and regulations or applicable law, all approvals, consents, or actions required or permitted to be given or taken by the BOARD, without the consent of the UNIT OWNERS, and the BOARD may so approve and, act through the proper officers of the ASSOCIATION without a specific resolution. The approval or consent of the ASSOCIATION or the BOARD shall be evidenced by a written instrument signed by any director or officer of the ASSOCIATION. When an approval, consent or action of the ASSOCIATION is permitted to be given or taken, such approval, consent or action may be conditioned in any manner the ASSOCIATION deems appropriate or the ASSOCIATION may refuse to take or give such approval, consent or action without the necessity of establishing the reasonableness of such conditions or refusal, except as herein specifically provided to the contrary.

13.6 Management Contracts. The ASSOCIATION shall have the right to contract for the management and maintenance of the CONDOMINIUM PROPERTY and to authorize a management agent or company may assist the ASSOCIATION in carrying out its powers and duties as set forth herein. Any management agent or company may be the DECLARANT or an affiliate of the DECLARANT. However, the ASSOCIATION and its officers shall retain at all times the powers and duties granted by this DECLARATION, the BYLAWS and the CONDOMINIUM ACT. Any management agreement shall not exceed three (3) years and shall provide for termination by either party without cause and without penalty of not less than ninety (90) days written notice.

13.7 Membership. The record owner(s) of all UNITS in the CONDOMINIUM shall be members of the ASSOCIATION. Membership as to each UNIT shall be established, and transferred, as provided by the BYLAWS.

13.8 Notwithstanding anything contained herein to the contrary, until the Termination of Control Date, the DECLARANT reserves the right, exercised in its sole discretion, to elect certain members of the Board in accordance with this DECLARATION, the BYLAWS and Section 34-36.1-3.03(d) of the CONDOMINIUM ACT.

14. Insurance. The insurance other than title insurance which shall be carried upon the CONDOMINIUM PROPERTY and the ASSOCIATION PROPERTY and the property of the UNIT OWNERS shall be governed by the following provisions:

14.1 Purchase, Custody and Payment of Policies.

14. 1.1 Purchase. All insurance policies purchased by the ASSOCIATION shall be issued by an insurance company authorized to do business in State of Rhode Island.

14.1.2 Approval By INSTITUTIONAL LENDERS. Each INSTITUTIONAL LENDER will have the right upon reasonable notice to the ASSOCIATION to review and approve, which approval shall not be unreasonably withheld, the form, content, insurer, limits, and coverage of all insurance purchased by the ASSOCIATION, and the insurance trustee, and to require the ASSOCIATION to purchase insurance or to obtain an insurance trustee complying with the reasonable and customary requirements of the INSTITUTIONAL LENDER. If the ASSOCIATION fails to pay insurance premiums when due, or fails to comply with the insurance requirements of this DECLARATION, any INSTITUTIONAL LENDER shall have the right to order insurance policies complying with this DECLARATION and to advance any sums required to maintain or procure such insurance, and will then be subrogated to the assessment and lien rights of the ASSOCIATION for the payment of such sums as a COMMON EXPENSE. In the event of a conflict between INSTITUTIONAL LENDERS, the decision of the INSTITUTIONAL LENDER holding mortgages encumbering UNITS which secure the largest aggregate indebtedness shall control.

14.1.3 Named Insured. The named insured on all policies purchased by the ASSOCIATION shall be the ASSOCIATION, individually and as agent for UNIT OWNERS covered by the policy, without naming them, and as agent for their mortgagees, without naming them.

14.1.4 Custody of Policies and Payment of Proceeds. All policies shall provide that payments in excess of \$25,000.00 for losses made by the insurer on account of casualty to any portion of the CONDOMINIUM PROPERTY or the ASSOCIATION PROPERTY shall be paid to the Insurance Trustee, and copies of all policies and endorsements for casualty losses shall be deposited with the Insurance Trustee.

14.1.5 Copies to UNIT OWNERS or INSTITUTIONAL LENDERS. One copy of each insurance policy or a certificate evidencing same, and all endorsements thereon, shall be furnished by the ASSOCIATION to each UNIT OWNER or INSTITUTIONAL LENDER included in the mortgagee roster who holds a mortgage upon a UNIT covered by the policy, and who in writing requests the ASSOCIATION to provide it with such policies. Upon request of any INSTITUTIONAL LENDER holding a mortgage upon a UNIT, the ASSOCIATION shall obtain and deliver to the INSTITUTIONAL LENDER a certificate of insurance, providing that

same will not be canceled or the coverage reduced without at least 10 days written notice to the INSTITUTIONAL LENDER.

14.1.6 Termination of Insurance. All insurance policies purchased by the ASSOCIATION shall provide that they may not be canceled or substantially modified without at least 10 days prior written notice to the ASSOCIATION and to each holder of a first mortgage listed as a scheduled holder of a first mortgage in the policy.

14.1.7 Personal Property and Liability. UNIT OWNERS may obtain insurance at their own expense and at their own discretion for their personal property, personal liability, living expenses, flood damage, and for improvements made to their UNIT.

14.2 Coverage.

14.2.1 Casualty. The CONDOMINIUM PROPERTY and all ASSOCIATION PROPERTY, are to be insured pursuant to a "blanket" or "master" type casualty insurance policy containing a replacement cost or similar endorsement in an amount equal to 100% of the then current replacement cost (excluding foundation, excavating costs, and other items normally excluded from coverage) as determined by the ASSOCIATION's casualty insurance company. The deductible amount under the casualty policy shall not exceed \$5000.00 or such greater amount as is approved by the UNIT OWNERS. Such coverage shall afford protection against:

14.2.1.1 Loss or damage by fire and other hazards covered by a standard extended coverage endorsement;

14.2.1.2 Such other risks as from time to time shall be customarily insured against with respect to buildings and improvements similar in construction, location and use, including but not limited to vandalism and malicious mischief, and all other risks normally covered by a standard "All Risk" endorsement, where available.

14.2.1.3 The casualty insurance policy shall cover, among other things, all COMMON ELEMENTS and LIMITED COMMON ELEMENTS, and all of the UNITS within the CONDOMINIUM including, but not limited to, partition walls, doors, windows and stairways. The casualty insurance policy shall not include UNIT floor coverings, wall coverings or ceiling coverings, and does not include the following equipment if it is located within a UNIT and the UNIT OWNER is required to repair or replace such equipment: electrical fixtures, appliances, air conditioner or heating equipment, water heaters or built-in cabinets.

14.2.2 Liability. Comprehensive general public liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the CONDOMINIUM PROPERTY or the ASSOCIATION PROPERTY or adjoining driveways and walkways, or any work, matters or things related to the CONDOMINIUM PROPERTY or the ASSOCIATION PROPERTY or this DECLARATION and its exhibits, with such coverage as shall be required by the ASSOCIATION, but with a combined single limit liability of not less than \$1,000,000.00 for bodily injury, death, or property damage, arising out of a single occurrence, and with cross liability endorsement to cover liabilities of the UNIT OWNERS as a group to a UNIT OWNER.

14.2.3 Directors and Officers Liability Coverage in an amount to be determined by the Board.

14.2.4 Fidelity Bonds. The ASSOCIATION shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the ASSOCIATION. As used in this paragraph, the term "persons who control or disburse funds of the ASSOCIATION" means those individuals authorized to sign checks, and the president, secretary and treasurer of the ASSOCIATION. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the ASSOCIATION or its management agent at any one time.

14.2.5 Flood Insurance, Workman's Compensation Insurance, and Such Other Insurance as the ASSOCIATION shall determine from time to time to be desirable, or as may be required by law, or as may reasonably be required by an INSTITUTIONAL LENDER pursuant to Paragraph 14.1.2 and as is customarily obtained with respect to condominiums similar in construction, location, and use to this CONDOMINIUM, such as, where applicable, contractual and all-written contract insurance, employers' liability insurance, and comprehensive automobile liability insurance.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the ASSOCIATION and against the UNIT OWNERS individually and as a group, (ii) any pro rata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of one or more Directors of the ASSOCIATION or by one or more UNIT OWNERS; and shall provide that such policies may not be canceled or substantially modified (except for increases in coverage for limits of liability) without at least 10 days prior written notice to the ASSOCIATION and to the holder of a first mortgage encumbering any UNIT in the CONDOMINIUM which is listed as a scheduled holder of a first mortgage in the insurance policy.

14.2.8 Waiver. If the insurance premiums for any insurance purchased by the ASSOCIATION become unreasonably high in the BOARD's opinion, the BOARD may purchase insurance with lesser coverage than specified above, or may elect not to purchase any insurance other than casualty or liability insurance. However, any reduction in the coverage of casualty or liability insurance below that specified above must be approved by 2/3 of the votes of the UNIT OWNERS, and must also be approved by the INSTITUTIONAL LENDER holding mortgages encumbering UNITS which secure the largest aggregate indebtedness, and in any event the ASSOCIATION must purchase any insurance required by the CONDOMINIUM ACT.

14.3 Premiums. Premiums for insurance policies purchased by the ASSOCIATION shall be paid by the ASSOCIATION as a COMMON EXPENSE. Notwithstanding the foregoing, as to any insurance policies for ASSOCIATION PROPERTY, only the portion thereof allocable to this CONDOMINIUM shall be a COMMON EXPENSE.

14.4 Insurance Trustee. All casualty insurance policies purchased by the ASSOCIATION shall provide that all proceeds in excess of \$25,000 covering casualty losses will be paid to any

national or state bank whose deposits are insured by the F.D.I.C. or by the federal or state government, trust company, or other independent financial institution in the vicinity of the CONDOMINIUM with trust powers as may be designated by the ASSOCIATION, as Trustee, which Trustee is herein referred to as the "Insurance Trustee." The Insurance Trustee shall not be liable for the payment of premiums or for the renewal or sufficiency of the policies or 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 elsewhere and herein and for the benefit of the UNIT OWNERS and their respective mortgagees in the following shares, which shares need not be set forth in the records of the Insurance Trustee. Notwithstanding the foregoing, so long as the DECLARANT appoints a majority of the directors of the ASSOCIATION, unless any INSTITUTIONAL LENDER otherwise requires by written notice to the ASSOCIATION, no Insurance Trustee will be required, and all references in this DECLARATION to an Insurance Trustee shall refer to the ASSOCIATION where the context requires. Furthermore, unless any INSTITUTIONAL LENDER otherwise requires by written notice to the ASSOCIATION, no Insurance Trustee shall be required if the insurance company providing casualty insurance agrees to disburse the proceeds from casualty losses directly toward the payment of the expenses of making any necessary repairs and restorations, and in accordance with the provisions of this DECLARATION, and in that event all references in this DECLARATION to an Insurance Trustee shall refer to the insurance company where the context requires.

14.4.1 COMMON ELEMENTS. Proceeds on account of damage to COMMON ELEMENTS shall be held in as many undivided shares as there are UNITS, the share of each UNIT OWNER being the same as his share in the COMMON ELEMENTS, as same are hereinabove stated.

14.4.2 UNITS. Proceeds on account of damage to UNITS shall be held in the following undivided shares:

14.4.2.1 As to any damaged UNITS which are to be repaired and restored, the proceeds on account of damage to such UNITS shall be held for the owners of such UNITS in proportion to the cost of repairing the damage suffered by each UNIT OWNER.

14.4.2.2 As to damaged UNITS which are not to be repaired and restored as elsewhere provided, the proceeds on account of damage to such UNITS shall be held for the owners of all such UNITS, each OWNER'S share being in proportion to the amount of such proceeds to be paid to the OWNER as hereafter set forth.

14.4.2.3 Mortgagee. In the event a mortgage encumbers a UNIT, the share of the UNIT OWNER shall be held in trust for the mortgagee and the UNIT OWNER as their interests may appear. However, no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to the UNIT OWNER and mortgagee pursuant to the provisions of this DECLARATION.

14.4.3 ASSOCIATION PROPERTY. Proceeds on account of damage to ASSOCIATION PROPERTY shall be held on behalf of the ASSOCIATION.

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

14.5.1 Expense of the Trust. All expenses of the Insurance Trustee shall be first paid or provisions made therefor.

14.5.2 Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the costs thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to UNIT OWNERS and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a UNIT and may be enforced by such mortgagee.

14.5.3 Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the BUILDING and/or UNIT for which the proceeds are paid shall not be reconstructed or repaired, 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.

14.5.4 Certificate. In making distribution to UNIT OWNERS and their mortgagees, the Insurance Trustee may rely upon a certificate of the ASSOCIATION executed by the President and Secretary as to the names of the UNIT OWNERS and mortgagees together with their respective shares of the distribution.

14.5.5 Limitation on Use of Proceeds. In no event may any casualty insurance proceeds for losses to any CONDOMINIUM PROPERTY (whether to UNITS or to COMMON ELEMENTS) or any ASSOCIATION PROPERTY be used for other than expenses of the Insurance Trustee or for the repair, replacement or reconstruction of such CONDOMINIUM PROPERTY or ASSOCIATION PROPERTY, without the approval of at least 66 2/3% of the votes of the UNIT OWNERS entitled to vote thereon.

14.6 ASSOCIATION as Agent. The ASSOCIATION is hereby irrevocably appointed agent for each UNIT OWNER and for the holder of a mortgage or other lien upon A UNIT and for each owner of any other interest in the CONDOMINIUM PROPERTY to adjust all claims arising under insurance policies purchased by the ASSOCIATION and to execute and deliver releases upon the payment of claims.

14.7 Notice of Possible Inadequate Insurance Coverage. In any legal action in which the ASSOCIATION may be exposed to liability in excess of insurance coverage protecting it and the UNIT OWNERS, the ASSOCIATION shall give notice of any excess exposure within a reasonable time to all UNIT OWNERS who may be exposed to the liability and they shall have the right to intervene and defend.

14.8 Inspection of Insurance Policies. A copy of each insurance policy purchased by the ASSOCIATION shall be made available for inspection by any OWNER or INSTITUTIONAL LENDER at reasonable times and upon reasonable notice.

15. Reconstruction or Repair After Casualty.

15.1 Determination to reconstruct or repair. If any part of the CONDOMINIUM PROPERTY or ASSOCIATION PROPERTY is damaged or destroyed by casualty, whether or not the damage will be reconstructed or repaired shall be determined in the following manner:

15.1.1 COMMON ELEMENTS. If the damaged improvement is a COMMON ELEMENT and is not part of the BUILDING, the damaged improvement shall be reconstructed or repaired unless two-thirds (2/3) of the voting interests of the ASSOCIATION elect not to reconstruct or repair such improvement, or unless the CONDOMINIUM is terminated.

15.1.2 ASSOCIATION PROPERTY. If the damaged improvement is to ASSOCIATION PROPERTY, the damaged improvement shall be reconstructed or repaired unless members having two-thirds (2/3) of the voting interests of the ASSOCIATION elect not to reconstruct or repair such improvement or unless the CONDOMINIUM is terminated.

15.1.3 BUILDING. In the event of damage to or destruction of a BUILDING, the same shall be reconstructed or repaired unless the condominium is terminated.

15.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements (subject to modifications made to comply with the requirements of any controlling governmental authority), or if not, then according to plans and specifications approved by 2/3 of the UNIT OWNERS, and by INSTITUTIONAL LENDERS representing at least a majority of the votes of UNITS subject to first mortgages held by INSTITUTIONAL LENDERS, and by the UNIT OWNERS of all UNITS (and their respective INSTITUTIONAL LENDERS), the plans for which are to be altered, which approval shall not be unreasonably withheld.

15.3 Responsibility. The ASSOCIATION shall be responsible for the reconstruction or repair of any COMMON ELEMENTS, LIMITED COMMON ELEMENTS, or ASSOCIATION PROPERTY, and shall also be responsible for the reconstruction or repair of the UNITS, including the fixtures, installations, and additions therein initially installed, or replacements thereof of like kind or quality or which are not more expensive to reconstruct or repair than that originally installed by the DECLARANT (unless any excess cost is paid by the proceeds of the ASSOCIATION's casualty insurance policy or by the applicable UNIT OWNER), except as hereafter set forth. Notwithstanding the foregoing, the ASSOCIATION shall not be responsible for repairing or restoring the following within any UNIT, which shall be the responsibility of the UNIT OWNER: (i) improvements, fixtures, or installations which are not of like kind or quality, or which would be more expensive to repair or replace, than that originally installed by the DECLARANT, unless the UNIT OWNER pays any additional cost of reconstructing or repairing same to the extent such additional cost is not paid out of the proceeds of the ASSOCIATION's

casualty insurance policy (ii) any improvements or property which are required to be excluded from coverage under the ASSOCIATION's casualty insurance policy pursuant to the CONDOMINIUM ACT, or (iii) any furniture, furnishings, or other personal property which are supplied by any UNIT OWNER or tenant of a UNIT OWNER. The Insurance Trustee shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments.

15.4 Estimates of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the ASSOCIATION has the responsibility of reconstruction and repair, the ASSOCIATION shall obtain reliable and detailed estimates of the cost to rebuild or repair from one or more reliable licensed contractors, and shall submit copies of all acceptable estimates to the Insurance Trustee.

15.5 ASSESSMENTS. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the ASSOCIATION, or if at any time during or after the reconstruction and repair the funds for the payment of the costs thereof are insufficient, the UNIT OWNERS shall pay any deficiency. For damage to UNITS or other areas or improvements to be maintained by a UNIT OWNER, each affected UNIT OWNER shall pay a portion of the deficiency equal to the proportionate cost of reconstruction and repair of their respective UNITS or the respective areas or improvements to be maintained by them. For damage to COMMON ELEMENTS or ASSOCIATION PROPERTY, each UNIT OWNER's share of the deficiency shall be equal to the UNIT OWNER's share in the COMMON ELEMENTS. Notwithstanding the foregoing, the UNIT OWNERS of this CONDOMINIUM shall not be required to pay more than this CONDOMINIUM's share of the costs of reconstructing or repairing any ASSOCIATION PROPERTY.

15.6 Deductible Provision. The UNIT OWNERS shall be responsible for the payment of any deductible under the ASSOCIATION's casualty insurance policy, in the same manner as the UNIT OWNERS are responsible for the payment of any excess costs of reconstruction and repair as set forth in Paragraph 15.5 above.

15.7 Construction Funds. The funds for payment for costs of reconstruction and repair after casualty which shall consist of proceeds of insurance paid on account of the ASSOCIATION's casualty insurance policy and funds collected by the ASSOCIATION from the UNIT OWNERS shall be disbursed in payment of such costs in the following manner:

15.7.1 ASSOCIATION. If the total funds collected from the UNIT OWNERS for payment of costs of reconstruction and repair which is the responsibility of the ASSOCIATION is more than Twenty-five Thousand (\$25,000.00) Dollars, then the funds shall be deposited by the ASSOCIATION with the Insurance Trustee. In all other cases, the ASSOCIATION shall hold the funds and disburse the same in payment of the costs of reconstruction and repair.

15.7.2 Insurance Trustee. The proceeds of insurance collected on account of a casualty and the funds deposited with the Insurance Trustee by the ASSOCIATION from collections from the UNIT OWNERS on account of such casualty shall constitute a

construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

15.7.2.1 ASSOCIATION Lesser Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the ASSOCIATION is less than Twenty-five Thousand (\$25,000.00) Dollars, then the construction fund shall be disbursed in payment of such costs upon the order of the ASSOCIATION; provided, however, that upon request to the Insurance Trustee by an INSTITUTIONAL LENDER 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 for the reconstruction and repair of major damage.

15.7.2.2 ASSOCIATION Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the ASSOCIATION is more than Twenty-five Thousand (\$25,000.00) Dollars, then the construction fund shall be disbursed in payment of such costs in the manner required by the ASSOCIATION and upon approval of an architect qualified to practice in the State of Rhode Island and employed by the ASSOCIATION to supervise the work.

15.7.2.3 UNIT OWNER. If there is a balance of insurance proceeds after payment of costs of reconstruction and repair that is the responsibility of the ASSOCIATION, such balance shall next be distributed to owners of damaged UNITS that will be reconstructed or repaired who have responsibility for reconstruction and repair of their UNITS. The distribution shall be in the shares that the estimated cost of reconstruction and repair in each damaged UNIT bears to the total of these costs in all damaged UNITS; provided, however, that no UNIT OWNER shall be paid an amount in excess of the actual costs of reconstruction and repair for his UNIT. If there is a mortgage upon a UNIT, the distribution shall be paid to the UNIT OWNER and the mortgagee jointly and they may use the proceeds as they may determine.

15.7.2.4 Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of amounts paid by such owner into the construction fund shall not be made payable to any mortgagee.

15.7.2.5 Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by UNIT OWNERS shall be deposited by the ASSOCIATION with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the ASSOCIATION or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid nor, to determine whether surplus funds to be distributed are less than the amounts paid by UNIT OWNERS. Instead, the Insurance Trustee may rely upon a certificate of the ASSOCIATION executed by

its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the name of the payee and the amount to be paid; provided, however, that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to a UNIT OWNER and further provided that when the ASSOCIATION or a mortgagee which is the beneficiary of any insurance policy, the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the ASSOCIATION shall first be obtained by the ASSOCIATION for disbursements in payment of costs of reconstruction and repair.

## 16. Condemnation and Eminent Domain.

16.1 Representation by ASSOCIATION. The ASSOCIATION shall represent the UNIT OWNERS in any condemnation or eminent domain proceedings or in negotiations, settlements and agreements with the condemning or taking authority for acquisition of the COMMON ELEMENTS or the ASSOCIATION PROPERTY, or any part thereof, and for such purpose each UNIT OWNER appoints the ASSOCIATION as the UNIT OWNER's attorney-in-fact.

16.2 Deposit of Awards with Insurance Trustee. The taking of any CONDOMINIUM PROPERTY or ASSOCIATION PROPERTY by condemnation or eminent domain proceedings shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Even though the awards may be payable to UNIT OWNERS, the UNIT OWNERS shall deposit the awards with the Insurance Trustee; and in the event of a failure to do so, the defaulting UNIT OWNER shall be liable to the ASSOCIATION for the amount of his award, or the amount of the award shall be set off against the sums hereafter made payable to the UNIT OWNER.

16.3 Determination Whether to Continue CONDOMINIUM. Whether the CONDOMINIUM will be terminated after condemnation or eminent domain proceedings will be determined in the manner provided for termination of the CONDOMINIUM as elsewhere provided, and in the event of any condemnation or eminent domain proceedings, a meeting of the members of the ASSOCIATION shall be called to make such determination within sixty (60) days after the taking of any CONDOMINIUM PROPERTY by condemnation or eminent domain proceedings is final.

16.4 Disbursement of Funds. If the CONDOMINIUM is terminated after condemnation or eminent domain proceedings, the proceeds of the awards will be deemed to be CONDOMINIUM PROPERTY and shall be owned and distributed in the manner provided for insurance proceeds if the CONDOMINIUM is terminated after a casualty. If the CONDOMINIUM is not terminated after condemnation or eminent domain proceedings, the size of the CONDOMINIUM will be reduced, the UNIT OWNERS of condemned or taken UNITS will be made whole and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds after a casualty.

16.5 Taking of COMMON ELEMENTS or ASSOCIATION PROPERTY. Awards for the taking of COMMON ELEMENTS or ASSOCIATION PROPERTY, not including the BUILDING, shall be used to make the remaining portion of the COMMON ELEMENTS or ASSOCIATION PROPERTY usable in the manner approved by the BOARD; provided that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for further improvement of the COMMON ELEMENTS or ASSOCIATION PROPERTY. The balance of the awards for the taking of COMMON ELEMENTS or ASSOCIATION PROPERTY, if any, shall be distributed to the UNIT OWNERS in the shares in which they own the COMMON ELEMENTS after adjustment of these shares on account of the condemnation or eminent domain proceedings. If there is a mortgage on a UNIT, the distribution shall be paid jointly to the owner and the mortgagee(s) of the UNIT. Notwithstanding the foregoing, the balance of any award for the taking of ASSOCIATION PROPERTY shall be distributed among the various CONDOMINIUMS operated by the ASSOCIATION in direct proportion to each CONDOMINIUM's responsibility for the payment of expenses of the ASSOCIATION PROPERTY.

16.6 Amendment of DECLARATION. The changes in UNITS, in the COMMON ELEMENTS and in the ownership of the COMMON ELEMENTS that are affected by condemnation shall be evidenced by an amendment of the DECLARATION of CONDOMINIUM as provided in the Act.

17. Use Restrictions. The use of the property of the CONDOMINIUM shall be in accordance with the following provisions:

17.1 UNITS.

17.1.1 Use. Each of the UNITS shall be occupied and used only for residential purposes containing not more than two (2) bedrooms, and not for business, commercial or other purposes. Notwithstanding the foregoing, until the Termination of Control Date, the Declarant may use one or more of the UNITS as a model unit or for office purposes.

17.1.2 No Division. No UNIT may be divided or subdivided into a smaller UNIT or any portion thereof sold or otherwise transferred.

17.2 Exterior Appearance. Without limiting the provisions of Paragraph 10.2 of this DECLARATION, no UNIT OWNER shall cause or permit his terrace, patio, porch, deck or garden area (except as originally constructed by the DECLARANT) to be enclosed or screened in, nor shall any UNIT OWNER cause or permit any of the same to be increased in size, the configuration thereof altered, awnings installed thereon, or on the exterior of the BUILDING. No UNIT OWNER shall cause or permit any doors, windows or screening on the exterior of his UNIT to be added, modified or removed, nor shall any UNIT OWNER in any manner change the exterior appearance of his UNIT or the BUILDING or any COMMON ELEMENT, except for purposes of repair or replacement required to be made by the UNIT OWNER, and any such repair or replacement shall be in substantial conformity with that originally installed by the DECLARANT or last approved by the ASSOCIATION. No UNIT OWNER shall

install or permit to be installed in his UNIT electrical wiring, television or radio antenna, machines or air conditioning equipment, which may protrude through the roof or walls of his UNIT or the BUILDING. No UNIT OWNER shall place signs or written material on the windows of his UNIT, or on the exterior of the CONDOMINIUM PROPERTY. No UNIT OWNER shall install any trees, shrubbery, flowers, or other landscaping on the exterior of any CONDOMINIUM PROPERTY, and no UNIT OWNER shall remove or alter any such landscaping installed by the ASSOCIATION. UNIT OWNERS may place tasteful patio furniture and plants on their terraces, balconies, garden areas, or patios, but shall keep same neat and in a slightly condition, and the ASSOCIATION shall have the right to require any UNIT OWNER to remove any personal property placed on any terrace, balcony, garden area, or patio, or otherwise on the exterior of the CONDOMINIUM PROPERTY, which the association deems unsightly or potentially dangerous. The placement of barbeque grills is prohibited on the decks, porches and patios. The hanging out or drying of clothes on the decks, porches and patios is prohibited. The provisions of this paragraph may not be amended

17.3 Pets. Except with the written consent of the BOARD, which may be granted or withheld in the BOARD's sole discretion, no more than one dog or cat is permitted in any UNIT. In addition, fish, birds and other small animals are permitted so long as they are not kept for commercial purposes, and are exclusively and continuously confined to cages, tanks, or other similar enclosures and do not constitute a nuisance. All other pets (including, without limitation, reptiles) are prohibited. No pit bullterriers are permitted. No pet is permitted which creates an unreasonable source of noise or annoyance to other residents of the CONDOMINIUM. No pet may be kept outside of any UNIT in the absence of any resident of the UNIT. The keeping of a dog or other domestic pet at the CONDOMINIUM is not a right of a UNIT OWNER, but is a conditional license which is subject to termination at any time by the BOARD upon a finding that a dog or other pet is vicious, is annoying to other residents, or has in any way become a nuisance. If any such conditional license is revoked, the UNIT OWNER shall remove his pet from the CONDOMINIUM immediately. The BYLAWS or the Rules and Regulations of the ASSOCIATION may further provide for reasonable rules and regulations regarding pets.

17.4 COMMON ELEMENTS. The COMMON ELEMENTS and ASSOCIATION PROPERTY shall be used only for the purposes for which they are intended.

17.5 Nuisances. No nuisances shall be allowed upon the CONDOMINIUM PROPERTY; and no use or practice which is an unreasonable source of annoyance to residents or which shall interfere with the peaceful possession and proper use of the CONDOMINIUM PROPERTY by its residents shall be permitted. All parts of the CONDOMINIUM PROPERTY shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. No UNIT OWNER shall permit any use of his UNIT or of the COMMON ELEMENTS which will increase the rate of insurance upon the CONDOMINIUM PROPERTY.

17.6 Lawful Use. No improper, offensive or unlawful use shall be made of the CONDOMINIUM PROPERTY or any part thereof. All laws, zoning ordinances and regulations of all governmental bodies which require maintenance, modification or repair of

the CONDOMINIUM PROPERTY shall be complied with, and the responsibility for such compliance shall be the same as the responsibility for the maintenance and repair of the property concerned.

17.7 Rules and Regulations. All UNIT OWNERS shall comply with reasonable rules and regulations concerning the use, maintenance, and appearance of, the UNITS and the use of COMMON ELEMENTS and ASSOCIATION PROPERTY, as may be made and amended from time to time by the ASSOCIATION in the manner provided by the BYLAWS. Copies of such regulations and amendments thereto shall be furnished by the ASSOCIATION to all UNIT OWNERS and residents of the CONDOMINIUM upon request.

17.8 Proviso. Provided, however, that until the Termination Control Date, neither the UNIT OWNERS nor the ASSOCIATION shall interfere with the completion of all contemplated improvements and the sale or leasing of all UNITS within the CONDOMINIUM, and the DECLARANT may make such use of the unsold UNITS and COMMON ELEMENTS as may facilitate such completion and sale or leasing including, but not limited to, maintenance of a sales or leasing office, the showing of the CONDOMINIUM PROPERTY and DECLARANT-owned UNITS and the display of signs. DECLARANT shall further have the right to use any UNITS it owns as a construction, sales or leasing office or model in connection with any other property owned by DECLARANT.

18. Renting or Leasing of UNITS. No restrictions are placed upon the resale or leasing of any Units, except that the Price Restricted Units are subject to the requirements of RIGL 45-53 and that all successors, assigns and occupants of the Condominium are subject to the terms hereof. No unit may be leased for a term of less than 30 days. This provision may not be amended.

#### 18.1 Leases and Occupancy in the Absence of a UNIT OWNER.

18.6.1 In General. All leases of a UNIT must be in writing and specifically be subject to this DECLARATION, the BYLAWS, and the Rules and Regulations of the ASSOCIATION. For purposes of this DECLARATION.

All persons occupying any unit within the condominium, whether by lease or otherwise, shall be subject to the terms hereof

#### 19. Compliance and Non-Monetary Default.

19.1 Enforcement. In the event of a violation by any UNIT OWNER or any tenant of a UNIT OWNER, or any person residing with them, or their guests or invitees (other than the nonpayment of any ASSESSMENT or other monies owed to the ASSOCIATION, which is governed by Paragraph 12 of this DECLARATION) of any of the provisions of this DECLARATION, the BYLAWS, or the Rules and Regulations of the ASSOCIATION, the ASSOCIATION shall notify the OWNER and any tenant of the violation, by written notice. If

such violation is not cured as soon as is reasonably practical and in any event within seven (7) days after such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the OWNER or tenant fails to commence and diligently proceed to completely cure such violation as soon as is reasonably practical within seven (7) days after written demand by the ASSOCIATION, or if any similar violation is thereafter repeated, the ASSOCIATION may, at its option:

19.1.1 Impose a fine against the OWNER or tenant pursuant to the BYLAWS; and/or

19.1.2 Commence an action in a court of competent jurisdiction to enforce performance on the part of the UNIT OWNER or tenant, and to require the UNIT OWNER to correct such failure, or for such other relief as may be necessary under the circumstances, including injunctive relief; and/or

19.1.3 The ASSOCIATION may itself perform any act or work required to correct such failure and, either prior to or after doing so, may charge the UNIT OWNER with all reasonable costs incurred or to be incurred by the ASSOCIATION in connection therewith, plus a service fee equal to ten (10%) percent of such costs. In connection with the foregoing, the ASSOCIATION may perform any maintenance or repairs required to be performed, may remove any change, alteration, addition or improvement which is unauthorized or not maintained in accordance with the provisions of this DECLARATION, and may take any and all other action reasonably necessary to correct the applicable failure; and/or

19.1.4 Commence an action to recover damages.

19.2 Negligence. A UNIT OWNER shall be liable to the ASSOCIATION for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, but only to the extent that such expense is not met by the proceeds of insurance carried by the ASSOCIATION.

19.3 Responsibility of UNIT OWNER for Occupants, Tenants, Guests, and Invitees. Each UNIT OWNER shall be responsible (to the extent otherwise provided by law) for the acts and omissions, whether negligent or willful, of any person residing in his UNIT, and for all guests and invitees of the UNIT OWNER or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the CONDOMINIUM PROPERTY or the ASSOCIATION PROPERTY, or any liability to the ASSOCIATION, the UNIT OWNER shall be liable to the ASSOCIATION for same, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the ASSOCIATION. Furthermore, any violation of any of the provisions of this DECLARATION, of the BYLAWS, or any Rule or Regulation, by any resident of any UNIT, or any guest or invitee of a UNIT OWNER or any resident of a UNIT, shall also be deemed a violation by the UNIT OWNER, and shall subject the UNIT OWNER to the same liability as if such violation was that of the UNIT OWNER.

19.4 Right of ASSOCIATION to Evict Tenants, Occupants, Guests and Invitees. With respect to any person present in any UNIT or any portion of the CONDOMINIUM PROPERTY, other than a UNIT OWNER and the members of his immediate family

permanently residing with him in the UNIT, if such person shall materially violate any provision of this DECLARATION, the BYLAWS, or the Rules and Regulations, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the CONDOMINIUM, or shall damage or destroy any COMMON ELEMENTS or ASSOCIATION PROPERTY, then upon written notice by the ASSOCIATION such person shall be required to immediately leave the CONDOMINIUM PROPERTY and if such person does not do so, the ASSOCIATION is authorized to commence an action to compel the person to leave the CONDOMINIUM PROPERTY and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be charged to the applicable UNIT OWNER who such person was visiting, or with whose permission such person was present on the CONDOMINIUM PROPERTY, and the ASSOCIATION may collect such sum as elsewhere provided. The foregoing shall not be deemed to limit, modify, or affect any other rights or remedies available to the ASSOCIATION, or any rights or remedies the ASSOCIATION may have with respect to similar actions by a UNIT OWNER or a member of his immediate family residing with him in the UNIT. Any eviction of a tenant shall be accomplished in compliance with any applicable provisions of the Rhode Island Landlord and Tenant Act.

19.5 Costs and Attorneys' Fees. In any legal proceedings commenced by the ASSOCIATION to enforce this DECLARATION, the BYLAWS, and/or the Rules and Regulations, as said documents may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees.

19.6 Enforcement by Other Persons. In addition to the foregoing, any UNIT OWNER shall have the right to commence legal proceedings to enforce this DECLARATION against any person violating or attempting to violate any provisions herein, to restrain such violation or to require compliance with the provisions contained herein, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

19.6 No Waiver of Rights. The failure of the ASSOCIATION or any UNIT OWNER to enforce any covenant, restriction or any other provision of this DECLARATION, the BYLAWS, or the Rules and Regulations, as the said documents may be amended from time to time, shall not constitute a waiver of the right to do so thereafter.

## 20. Amendment of DECLARATION and Limitations on Amendments to BYLAWS.

20.1 Amendments to DECLARATION. In addition to amendments elsewhere authorized herein, and subject to limitations contained herein upon amendments, this DECLARATION may be amended in the following manner:

20.1.1 By the DECLARANT. Except for amendments required to be approved by UNIT OWNERS and INSTITUTIONAL LENDERS as set forth below, the DECLARANT shall have the right to amend this DECLARATION without the consent of the UNIT OWNERS, the ASSOCIATION or its BOARD, so long as the DECLARANT is entitled to appoint any director of the ASSOCIATION, or owns any UNIT in the CONDOMINIUM. Notwithstanding the foregoing, the DECLARANT shall not make any amendment to this DECLARATION which is prohibited to be made by the DECLARANT pursuant to the ACT. Any amendment made by the DECLARANT shall be recorded with the Town of South Kingstown Land Evidence Records,

and any amendment shall be effective when so recorded. The Declarant specifically reserves the right, subject to the Condominium Act, at any time within seven (7) years from the date of the recording of this Declaration, to add to the Condominium additional units (not more than twelve (12) in total) as depicted on the Plan recorded herewith as Exhibit (IV).

20.1.2 By the UNIT OWNERS.

20.1.2.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

20.1.2.2 Resolution of Adoption. A resolution proposing an amendment may be proposed by either the BOARD or by not less than 1/3 of the votes of the UNIT OWNERS. Unless otherwise provide by the Act, approval of an amendment must be by not less than two-thirds of the votes of all UNIT OWNERS.

20.1.2.3 Execution and Recording. A copy of each amendment shall be attached to a certificate of the ASSOCIATION certifying that the amendment was duly adopted, which certificate shall include the recording data identifying this DECLARATION and shall be executed by the President and Secretary of the ASSOCIATION with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Town of South Kingstown Land Evidence Records.

20.2 Proviso. No amendment shall discriminate against any UNIT OWNER or against any UNIT, or class or group of UNITS, unless the UNIT OWNERS so affected and their respective INSTITUTIONAL LENDERS shall join in the execution of the amendment. No amendment shall change the configuration or size of any UNIT in any material fashion, materially alter or modify the appurtenances to the UNIT, or change the proportion or percentage by which the UNIT OWNER of the UNIT shares the COMMON EXPENSES and owns the COMMON SURPLUS unless the record owner of the UNIT and any INSTITUTIONAL LENDER holding a first mortgage encumbering the UNIT join in the execution of the amendment, and, unless otherwise required by any governmental authority, unless at least a 67% of the total voting interests approve the amendment. No amendment may prejudice or impair the rights, interests or priorities of INSTITUTIONAL LENDERS unless all INSTITUTIONAL LENDERS holding a first mortgage encumbering a UNIT join in the execution of the amendment. Prior to the completion and closing of the sale of all UNITS no amendment shall be made without the written joinder of the DECLARANT; which approval shall not be unreasonably withheld so long as the amendment would not adversely affect future sales by the DECLARANT. Where any provision of this DECLARATION benefits any other property not within the CONDOMINIUM, no amendment to such provision may be made which would adversely affect the owner of such property without the written consent of such owner or, if such property is submitted to the condominium form of ownership, or is made subject to the jurisdiction of a homeowners or property owners association, without the written consent of the applicable condominium, homeowners or property owners association. The foregoing joinder requirements as to amendments herein specified shall be in addition to other provisions of this DECLARATION relating to amendments to the DECLARATION.

20.3 If any provision of this DECLARATION specifically requires the consent of a certain percentage of the UNIT OWNERS or INSTITUTIONAL LENDERS to approve or authorize any action or matter, no amendment may reduce such percentage unless the amendment is approved by at least such specified percentage of the UNIT OWNERS or INSTITUTIONAL LENDERS.

20.4 Notwithstanding anything contained herein to the contrary, any amendment to this DECLARATION, or the BYLAWS, except for amendments made by DECLARANT which do not materially and adversely affect the UNIT OWNERS or any INSTITUTIONAL LENDER, or which are made to correct errors or omissions, or which are required to comply with the requirements of any INSTITUTIONAL LENDER or any governmental authority, must be approved by at least 67% of the UNIT OWNERS and by INSTITUTIONAL LENDERS representing at least a majority of the votes of UNITS subject to first mortgages held by INSTITUTIONAL LENDERS, if the amendment is of a material nature. A change to any of the provisions governing the following will be considered as material: (i) voting rights; (ii) increases in ASSESSMENTS that raise the previously assessed amount by more than twenty-five (25%) percent, ASSESSMENT liens, or the priority of ASSESSMENT liens; (iii) reductions in reserves for maintenance, repair and replacement of COMMON ELEMENTS; (iv) responsibility for maintenance and repair; (v) reallocation of interests in the general or LIMITED COMMON ELEMENTS, or rights to their use; (vi) redefinition of any UNIT boundaries; (vii) convertibility of UNITS into COMMON ELEMENTS or vice versa; (viii) expansion or contraction of the CONDOMINIUM, or the addition, annexation, or withdrawal of property to or from the CONDOMINIUM; (ix) hazard or fidelity insurance requirements; (x) imposition of any restrictions on the leasing of UNITS; (xi) imposition of any restrictions on the UNIT OWNER's right to sell or transfer his or her UNIT; (xii) restoration or repair of the CONDOMINIUM (after damage or partial condemnation) in a manner other than that specified in the documents; or (xiii) any provision that expressly benefits mortgage holders, insurers or guarantors.

21. Termination of the CONDOMINIUM. The CONDOMINIUM shall continue until terminated in accordance with the provisions of Section 34-36-1-2.18 of the Act. In case of any such termination, the provisions of the Act shall govern.

22. Special Provisions Regarding Mortgagees.

22.1 Notice of Action. Upon written request to the ASSOCIATION by any INSTITUTIONAL LENDER holding, insuring or guaranteeing a first mortgage encumbering any UNIT, identifying the name and address of the INSTITUTIONAL LENDER, and the applicable UNIT number or address, such INSTITUTIONAL LENDER will be entitled to timely written notice of:

22.1.1 Any condemnation or casualty loss that affects a material portion of the CONDOMINIUM or any UNIT securing the mortgage held; insured or guaranteed by such INSTITUTIONAL LENDER.

22.1.2 Any 60-day delinquency in the payment of ASSESSMENTS, other monies owed to the ASSOCIATION by the UNIT OWNER, or any other default by the UNIT

OWNER, of any UNIT securing a mortgage held, insured or guaranteed by the INSTITUTIONAL LENDER.

22.1.3 Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the ASSOCIATION.

22.1.4 Any proposed action which would require the consent of a specified percentage of INSTITUTIONAL LENDERS.

22.1.5 Any proposed amendment of this DECLARATION or the BYLAWS, which requires the consent of any INSTITUTIONAL LENDERS, or which affects a change in (i) the boundaries of any UNIT or the exclusive easement rights appertaining thereto, (ii) the interests in the general or limited COMMON ELEMENTS appertaining to any UNIT with a liability for COMMON EXPENSES appertaining thereto, (iii) the number of votes in the ASSOCIATION appertaining to any UNIT, or (iv) the purposes to which any UNIT or the COMMON ELEMENTS are restricted.

22.1.6 Any proposed termination of the CONDOMINIUM, in whole or in part.

22.2 Consent of Mortgagees. Whenever the consent or approval of any, all or a specified percentage or portion of the holder(s) of any mortgage(s) encumbering any CONDOMINIUM PARCEL(S) or CONDOMINIUM PROPERTY is required by this DECLARATION, the BYLAWS, or any applicable statute or law, to any amendment of the DECLARATION or the BYLAWS, or to any action of the ASSOCIATION, or to any other matter relating to the CONDOMINIUM, the ASSOCIATION may request such consent or approval of such holder(s) by written request sent certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by such holders). Any holder receiving such request shall be required to consent to or disapprove the matter for which the consent or approval is requested, in writing, by certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by the ASSOCIATION), which response must be received by the ASSOCIATION within thirty (30) days after the holder receives such request, and if such response is not timely received by the ASSOCIATION, the holder shall be deemed to have consented to and approved the matter for which such approval or consent was requested. Such consent or approval given or deemed to have been given, where required, may be evidenced by an affidavit signed by an officer of the ASSOCIATION, which affidavit, where necessary, may be recorded in the Town of Jamestown Land Evidence Records where the CONDOMINIUM is located, and which affidavit shall be conclusive evidence that the applicable consent or approval was given as to the matters therein contained. The foregoing shall not apply where an INSTITUTIONAL LENDER is otherwise required to specifically join in an amendment to this DECLARATION.

## 23. Miscellaneous Provisions.

23.1 Partial Invalidity. The invalidity in whole or in part of any covenant or restriction of any section, subsection, sentence, clause, phrase, word or other provision of this

DECLARATION, the BYLAWS, or Rules and Regulations of the ASSOCIATION shall not affect the validity of the remaining portions which shall remain in full force and effect.

23.2 Duration. In the event any court shall hereafter determine that any provisions as originally drafted herein violates the rule against perpetuities or any other rules of law because of the duration of the period involved, the period specified in the DECLARATION shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law and for such purpose measuring life shall be that of the last surviving original purchaser of a UNIT.

23.3 Notices. All notices required or desired hereunder or under the BYLAWS shall be sent to the ASSOCIATION c/o its office at the CONDOMINIUM or to such other address as the ASSOCIATION may hereafter designate from time to time by notice in writing to all UNIT OWNERS, or the registered agent as designated with the Secretary of State of the State of Rhode Island. All notices to any UNIT OWNERS shall be sent to the CONDOMINIUM address of such UNIT OWNER or such other address as may have been designated by such UNIT OWNER from time to time, in writing, to the ASSOCIATION. All notices to mortgagees of UNITS shall be sent to their respective addresses, or to any other address designated by them from time to time, in writing, to the ASSOCIATION. Notice given by certified mail, return receipt requested, shall be effective the day after mailed, and notice by any other means shall be effective upon delivery to the parson being notified.

23.4 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this DECLARATION, the Exhibits annexed hereto or the rules and regulations adopted pursuant to such documents, as same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Rhode Island.

23.5 Waiver. No provisions contained in this DECLARATION shall be deemed to have been waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

23.6 Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular and the use of any gender shall be deemed to include all genders.

23.7 Captions. The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the particular document or any provision thereof.

## 24. DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS

24.1 Reservation of Rights. The Declarant reserves to itself and for the benefit of its successors and assigns, pursuant to the Condominium Act, the right to add real estate to the Condominium, to create units, common elements or limited common elements within the Condominium, to subdivide or convert units into common elements, to convert convertible

land, to add additional land, to convert convertible space, to withdraw real estate from the Condominium and any and all other Development Rights as are now allowed or in the future may be allowed by the Act, provided such rights must not be in conflict with the Comprehensive Permit issuing by the Town of South Kingstown and recorded contemporaneously herewith. The Declarant also reserves to itself and for the benefit of its successors and assigns, pursuant to Sections 36.1-1.03(11), 36.1-1.03(23) and 36.1-2.05(a)(8) of the Act, the right to complete all improvements shown on the Plats and the Plans, to exercise the Development Rights set forth above, to maintain models and sales offices and to exercise the easements as set forth herein above to appoint or remove any officer or executive board member during any period of Declarant's control of the Association and any and all other Special Declarant Rights as are now allowed or in the future may be allowed by the Condominium Act. The real estate subject to Development Rights and Special Declarant's Rights is all of the Property which is not at the time submitted as Units. Development Rights and Special Declarant Rights must be exercised within seven years from the date this Declaration was recorded or such earlier time as the right to do so expires pursuant to the terms hereof or the Condominium Act, as applicable, or is terminated by the Declarant. Development Rights may be exercised at different times with respect to different parcels of real estate.

24.2 Exercise of Rights. The exercise of the Development Rights and/or Special Declarant Rights reserved herein shall be in accordance with and governed by the provisions of the Condominium Act.

24.3 Transfer of Special Declarant Rights.

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

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

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

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

(3) If a transferor retains any Special Declarant Rights, but transfers other Special Declarant Rights to a successor who is not an affiliate of the Declarant, the transferor is also liable for any obligations and liabilities relating to the retained Special Declarant

Rights, imposed on a Declarant by the Condominium Act or by the Declaration arising after the transfer.

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

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

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

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

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

(2) A successor to any Special Declarant Rights, other than a successor described in paragraphs (3) or (4) of this subsection, who is not an affiliate of the Declarant, is subject to all obligations and liabilities imposed by the Condominium Act or the Declaration: (A) on a Declarant which relate to his exercise or non-exercise of Special Declarant Rights; or (B) on the transferor, other than: (i) misrepresentations by any previous Declarant; (ii) warranty obligations on improvements made by any previous Declarant, or made before the Condominium was created; (iii) breach of any fiduciary obligation by any previous Declarant or appointees to the Executive Board; or (iv) any liability or obligation imposed on the transferor as a result of the transferor's acts or omissions after the transfer.

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

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

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

## 25. Operation and Maintenance of Storm Water System

### 25.1 Storm Water

This Declaration is made subject to the "Plan of Operation and Maintenance of Storm Water System for Matunuck Beach Condominium," a copy of which is attached as Exhibit (V).

### 25.2 Site Plan and Grading

The Declarant, its Successors and Assigns, including the Association, shall be prohibited from altering any grades or making any alterations to the Site and Landscape Plans approved by the Planning Board of the Town of South Kingstown, and attached hereto is Exhibit VI and VII. This provision may not be amended.

IN WITNESS WHEREOF, the DECLARANT has caused this DECLARATION to be executed this \_\_\_\_ day of \_\_\_\_\_, 2016.

WITNESSES:

\_\_\_\_\_  
Print Name

MATUNUCK BEACH ROAD PARTNERS, LLC.

By: \_\_\_\_\_

STATE OF RHODE ISLAND  
COUNTY OF WASHINGTON

In South Kingstown, on this \_\_\_\_ day of \_\_\_\_\_, 2021, before me personally appeared Stephen R. DeSimone, the Authorized Member of MATUNUCK BEACH ROAD PARTNERS, LLC., to me known and known by me to be the party executing the foregoing instrument on behalf of said limited liability company, and acknowledged said instrument and the execution thereof, to be his free act and deed in said capacity and the free act and deed of said limited liability company.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

Exhibit (i)

Legal Description

Exhibit (ii)

Easements and Restrictions

Exhibit (iii)

South Kingstown Planning Board Decision

Exhibit (iv)

Plats and Plans



Exhibit (vi)

Matunuck Beach Condominium Association Bylaws

BY-LAWS

OF

MATUNUCK BEACH 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 operation 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 (vi) to the Declaration. In the case of multiple ownership of a Unit, the Unit Owners thereof shall notify the Association in writing who of such Unit Owners shall exercise the right to vote. No lessee, lien holder, mortgagee, pledges, 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. A Unit 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 entitled to vote thereon.

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 entitled to vote therein 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 and entitled to vote thereon.

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 entitled to vote thereon.

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 July 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 Meeting: 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 affected or invalidated by virtue of the fact that any of the Officers or Directors are pecuniary 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) or 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. At least one of the Directors shall be a Unit Owner within Building B.

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 Unit 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 Unit 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 Condominium Property, subject to the right of the Unit Owners to overrule 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 Condominium 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 herein above 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. Any management agreement shall not exceed three (3) years and shall provide for termination by either party without cause and without penalty of not less than ninety (90) days' written notice.

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 Unit 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 appoint committees from among 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 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.

4.7. 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 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 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 by 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 or its nominee 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 Unit 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 Condominium Property as it may deem desirable in connection with the development and construction of the Condominium 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 are 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 (A) pursuant to a written instrument duly executed by the Unit 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 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.

Exhibit (vii)

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 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 as provided in the Declaration 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 willfully 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.
6. No Objects in General Common Elements. 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. Use of Property. 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 within the Condominium, 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. Vehicles. 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 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. 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.
13. 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.

**EXHIBIT B**  
**PROJECTED BUDGET**

<u>INCOME</u>			\$92,700

**PROJECTED BUDGET PER UNIT**

<u>Unit No.</u>	<u>Monthly</u>	<u>Annually</u>
1	\$643.75	\$7,725.00
2	643.75	7,725.00
3	643.75	7,725.00
4	643.75	7,725.00
5	643.75	7,725.00
6	643.75	7,725.00
7	643.75	7,725.00
8	643.75	7,725.00
9	643.75	7,725.00
10	643.75	7,725.00
11	643.75	7,725.00
12	<u>643.75</u>	<u>7,725.00</u>
TOTAL	\$7,725.00	\$92,700.00

Total Income			<b>\$92,700.00</b>
<u>Expenses</u>			
Administrative			
	Management- Association managed	0.00	
	Legal	\$1,500.00	
	Accounting	\$1,500.00	
	Insurance	\$40,000.00	
	Total	\$43,000.00	<b><u>(\$43,000.00)</u></b>
Maintenance			
	Landscape	\$ 5,500.00	
	Snow Removal	\$2,000.00	
	Electricity	\$1,200.00	
	Buildings, General	\$10,000.00	
	OWTS Maintenance	\$1,500.00	
	Parking Areas/Road	\$6,000.00	
	Total	\$26,200.00	<b><u>(\$26,200.00)</u></b>
	<b>TOTAL</b>		<b><u>\$23,500.00</u></b>

Reserves			
	Roofs	\$12,000.00	
	General	\$12,000.00	
	<b>TOTAL RESERVES</b>	\$24,000.00	
	<b>GRAND TOTAL EXPENSES AND REVENUES</b>	\$92,700.00	

\*Assumptions. The projected budget assumes a one hundred percent (100%) occupancy rate. Inflation factors have not been considered.

Date: \_\_\_\_\_, 2021 Prepared by Matunuck Beach Road Partners, LLC., Declarant

\*Each Unit Owner shall be responsible for his or her own utility charges, including water and sewer which shall be separately metered.

**EXHIBIT C**

**Statement of Substantial Completion**

STATEMENT OF

SUBSTANTIAL COMPLETION

The undersigned, as the architect/engineers for that certain condominium identified below, does hereby certify that, as of this date, in accordance with the Rhode Island General Laws, 34-36.1-2.01, the above referenced project is substantially completed.

Condominium Development:

MATUNUCK BEACH CONDOMINIUM

Declarant:

MATUNUCK BEACH ROAD PARTNERS, LLC.

\_\_\_\_\_

\_\_\_\_\_

Architect/Engineer

\_\_\_\_\_

[This document is required to be executed and recorded before the Condominium Declaration can be recorded with the Town of Jamestown Land Evidence Records.]

**SCHEDULE D**

**Form of Warranty Deed**

WARRANTY DEED

MATUNUCK BEACH ROAD PARTNERS, LLC, A Rhode Island limited liability  
company,                    for                    consideration                    paid,                    grants                    to

---

with Warranty Covenants:

An absolute and indefeasible fee simple title in and to that parcel of real property, a separate freehold, in the Declaration being Unit Number \_\_\_\_\_ (        ) particularly delineated on the aforesaid Plats of Survey, which reflects the survey of said Unit and shows the parcel hereby conveyed as "Unit No. \_\_\_\_\_ (        )" together with all dimensions at floor level and elevations of floors and ceilings. Reference is also made to the Declaration for further identification and description, together with an absolute and indefeasible fee simple title in and to an undivided \_\_\_\_\_% interest, in all those common elements, being more particularly delineated on Plats of Survey made by \_\_\_\_\_ and recorded as part of the Declaration of Condominium of Matunuck Beach Condominium ("Declaration") in the office of the Land Evidence Records of the Town of South Kingstown as recorded on \_\_\_\_\_, 2021.

TOGETHER WITH AND SUBJECT to all easements of necessity in favor of the Unit conveyed or in favor of other Units or the Common Areas and Elements.

TOGETHER WITH AND SUBJECT TO easements in favor of all Units and in favor of the Common Elements or the continuance of all encroachments of such Units or Common Areas and Elements on the Unit conveyed, now existing as a result of construction of the building, or which may come into existence hereafter as a result of settling or shifting of the Building, or as a result of repair or restoration of the Building, or of any unit or of the Common Elements after damage of destruction by fire or other casualty, or after any taking in condemnation or eminent

domain proceedings, or by reason of an alteration to the Common Elements, so that any such encroachments may remain so long as the building shall stand.

TOGETHER WITH AND SUBJECT TO an easement for support for repair of all Units and the Common Elements, and an easement, in common with the owners of all Units, for ingress and egress, in and over all pass ways, driveways, and other Common Elements and together with and subject also to an easement, in common with the owners of all Units, in favor of all Units and Common Elements, for the use of any pipes, ducts, cables, conduits, public utility lines, wires and other Common Areas and Elements located in, through or upon the Unit conveyed and elsewhere on the property and serving all Units or Common Elements.

SUBJECT ALSO TO the right of grantor, its successors and assigns, to convey the unconveyed Units and any units to be built, as indicated on the Plats of Survey, by deeds containing similar covenants, conditions, easements and servitudes as contained in this instrument and otherwise carry out the condominium purposes expressed in the Declaration.

SUBJECT ALSO TO all terms, conditions, provisions, obligations and easements binding upon the owners of undivided interests in the land and improvements described above in PARCEL ONE, as particularly set forth in the aforesaid recorded Declaration, and deeds of record executed for the purpose of carrying out the purpose of said Declaration.

SUBJECT ALSO TO all the provisions of the Declaration, recorded as aforesaid in the office of the Land Evidence Records in the Town of South Kingstown, State of Rhode Island, as the same may be amended from time to time and recorded with said Land Evidence Records, which provisions, together with any amendments thereto, shall constitute covenants running with the land and shall bind any person having, at any time, any interest or estate in the Unit hereby conveyed, as though such provisions were recited and stipulated at length herein.

SUBJECT ALSO to a proportionate share of taxes assessed by the Town of South Kingstown, State of Rhode Island, as of \_\_\_\_\_, and a proportionate share of any other liens and assessments not yet due and payable.

By accepting delivery of deed, the grantee acknowledges receipt of a copy of the Declaration which is recorded as aforesaid, and represents that he understands its content, agrees that its provisions are fair and will be of benefit to all parties thereto, their heirs and assigns, and expressly covenants and agrees to be bound by the covenants contained in said Declaration, which shall constitute covenants running with the Land.

TO HAVE AND TO HOLD the same, together with all the rights, privileges and appurtenances thereunto belonging unto and to the use of said heirs and assigns forever.

No withholding is required under R.I.G.L. 44-31-71.3 as each Member of the grantor is a resident of the State of Rhode Island as evidenced by Affidavit.

The undersigned hereby certifies that this transfer is exempt from the smoke and carbon monoxide detection law as provided in R.I.G.L. 23-28.35-14(c) since the property being transferred is required to have a fire alarm.

IN WITNESS WHEREOF, DOUGLAS ENTERPRISES, LTD., has hereunto signed this Deed this \_\_\_\_ day of \_\_\_\_\_, 2016.

MATUNUCK BEACH ROAD PARTNERS, LLC.

By: \_\_\_\_\_

Print Title: \_\_\_\_\_

STATE OF RHODE ISLAND  
COUNTY OF \_\_\_\_\_

In \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 2004, personally appeared before me, a Stephen R. DeSimone of MATUNUCK BEACH ROAD PARTNERS, LLC., to me known and known by me to be the party executing the foregoing instrument, and he acknowledged said instrument, by him so executed, to be his free act and deed and the free act and deed of MATUNUCK BEACH ROAD PARTNERS, LLC.

\_\_\_\_\_  
Notary Public  
Commission Expires: \_\_\_\_\_



**EXHIBIT E**

**Agreement Defining the Statute of Limitations Applicable to Warranties**

AGREEMENT DEFINING THE STATUTE OF LIMITATIONS

APPLICABLE TO WARRANTIES

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between MATUNUCK BEACH ROAD PARTNERS, LLC. (hereinafter Declarant/Seller) and \_\_\_\_\_ (hereinafter the Buyer).

WHEREAS, the Buyer and Seller have entered into a Condominium Purchase Agreement, so-called, wherein the Seller will sell to Buyer Unit No. \_\_\_\_\_ (the "Unit") in Matunuck Beach Condominium, South Kingstown, Rhode Island;

WHEREAS, the Seller is unwilling to sell to the Buyer unless the Buyer agrees that the Statute of Limitations for Warranties be lessened from six years to two (2) years pursuant to R.I.G.L. 34-36.1-4.16; and

WHEREAS, the Buyer has been fully apprised and made aware of the lessening of this definition.

NOW THEREFORE, the parties mutually agree as follows:

1. That in consideration of the Seller selling the Unit to the Buyer and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Buyer does hereby agree that, should an action for any breach of warranty or failure of warranty occur, any legal action against the Seller must be brought within two years after the alleged breach of warranty or failure of warranty occurs.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals on the date first above written.

In the presence of:

MATUNUCK BEACH ROAD PARTNERS, LLC.

\_\_\_\_\_

By: \_\_\_\_\_

Print Title: \_\_\_\_\_

\_\_\_\_\_

Buyer(s)

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT F**  
**Form of Unit Purchase and Sale Agreement**

MATUNUCK BEACH CONDOMINIUM – UNIT PURCHASE AGREEMENT

This CONTRACT made between Matunuck Beach Road Partners, LLC., a Rhode Island Limited Liability Company whose address is PO Box 385, Wakefield, Rhode Island (“Seller”), and the below-named BUYER (“Buyer”), upon the following terms and conditions.  
 CONTRACT INFORMATION. DATE \_\_\_\_\_

BUYER'S Name (as to appear on Deed) \_\_\_\_\_ Social Security Number(s) \_\_\_\_\_

Phone No. - Home \_\_\_\_\_ Phone No. -. Business \_\_\_\_\_ Fax No. \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Unit No. \_\_\_\_ of MATUNUCK BEACH CONDOMINIUM (the “Unit”)

Estimated Completion Date: \_\_\_\_\_. This is an estimate and is subject to delays pursuant to Paragraph 2.5.

Name and Address of Escrow Agent: Attorney Anthony Cofone, 1140 Reservoir Ave. #2, Cranston, RI 02920

PURCHASE PRICE \$ \_\_\_\_\_

PAYMENT TERMS

A. Deposit paid to Escrow Agent upon signing of Contract \$ \_\_\_\_\_

B. Balance due at closing \$ \_\_\_\_\_

PURCHASE PRICE \$ \_\_\_\_\_

This property is subject to an Affordability Deed Restriction of record. To be eligible to purchase this property, the purchaser must be certified by the Monitoring Agent named in the Deed Restriction as having a gross annual income that is at or below of the median income (adjusted for household size) for the Newport Metropolitan Statistical area. Subsequent sales of the property shall be at a price that does not exceed that which is affordable to a household whose gross annual income is at or below of the median income (adjusted for household size) for the Newport Metropolitan Statistical area published by the United States Department of Housing and Urban Development and certified by the Monitoring Agent named in the Deed Restriction. In the event it is determined that the purchaser is not eligible, all deposits paid hereunder shall be returned and this agreement shall be void.

MORTGAGE CONTINGENCY: Notwithstanding any other provisions of this Agreement, and, unless the Buyer waives this mortgage contingency in writing, this Agreement is subject to the issuance of a commitment letter by an institutional mortgage lender or mortgage broker (“Lender”) to the Buyer not later than \_\_\_\_\_, 20\_\_\_\_, (“Contingency Date”) in which the Lender agrees to lend up to \$ \_\_\_\_\_ at an initial rate of interest not to exceed \_\_\_\_\_% per annum, for a term of at least \_\_\_\_\_ years, with a maximum of \_\_\_\_\_ points. The Buyer and Seller agree to the following conditions:

(a) The Buyer must apply for such mortgage within \_\_\_\_\_ days after the Date of this Agreement. **If the Buyer fails to make formal application by said date, the Buyer shall be in default of this Agreement, shall forfeit all Deposits, and this Agreement shall be deemed null and void.** The Buyer is to notify the Seller or Listing Agent of the identity of each Lender to whom the Buyer has made such application within four (4) days after the Date of the Buyer’s application. The Buyer hereby authorizes the Seller and/or Listing Agent to contact any such Lender(s) to confirm the status of the Buyer’s application.

(b) Within four (4) days of receipt of a written commitment or denial for such mortgage, but in no event later than the Contingency Date above, the Buyer agrees to provide a copy of such commitment or denial to the Seller or Listing Agent.

(c) If the Buyer applies for a mortgage within the terms and amount set forth above and receives a written denial for such mortgage, then, upon providing a copy of the denial to the Seller or Listing Agent by the Contingency Date or extensions thereof, this Agreement shall be declared null and void and all Deposits made hereunder shall be refunded.

(d) In the event the Buyer has received neither a commitment nor a denial for such mortgage by the Contingency Date, the Buyer shall, prior to the Contingency Date, and by written notice to the Seller or Listing Agent, request to extend the time by which a copy of the written commitment or denial must be provided, or waive the mortgage contingency clause by written notice. In response to the Buyer's request, the Seller may, by the Contingency Date, and by written agreement with the Buyer, extend the time by which a copy of the written commitment or denial must be provided. If the Seller does not extend the Contingency Date, this Agreement shall be null and void and all Deposits made hereunder shall be refunded unless the Buyer has waived the mortgage contingency in writing.

**(e) In the event the Buyer has not provided a copy of the written commitment or denial for such mortgage and has not given written notice as specified in 7(d) to the Seller or Listing Agent by the Contingency Date or extensions thereof, then the Buyer shall be in default of this agreement, shall forfeit all Deposits, and this Agreement shall be deemed null and void.**

(f) Nothing herein shall be deemed to limit the right of the Buyer to obtain a mortgage in a greater or lesser amount than set forth above, however, the contingency set forth in this Section 7 shall apply ONLY if the Buyer applies for a mortgage not greater than the amount set forth above.

This contract includes the Jamestown Terrace Contract Provisions attached hereto.

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE SELLER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY R.I.G.L. § 34-36.1-4.03 TO BE FURNISHED TO A BUYER.

THIS AGREEMENT MAY BE CANCELLED BY THE PURCHASER WITHIN TEN (10) DAYS FROM THE DATE PURCHASER RECEIVES THE PUBLIC OFFERING STATEMENT BUT NOT AFTER CLOSING. IF THIS AGREEMENT IS CANCELLED UNDER THIS PROVISION, PURCHASER'S DEPOSIT SHALL BE RETURNED.

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
BUYER

ACCEPTED this \_\_\_ day of \_\_\_\_\_, by SELLER

MATUNUCK BEACH ROAD PARTNERS, LLC.

By: \_\_\_\_\_  
Authorized Agent

## CONTRACT PROVISIONS

**1. Agreement to Sell.** Buyer agrees to buy the above-described Unit in the Condominium referred to above (the "Condominium") from Seller upon the terms and conditions set forth herein, which will survive the closing.

### **2. Construction.**

**2.1 Escrow of Deposits.** All deposits paid by Buyer will be held in escrow with the Escrow Agent named on the first page of this Contract, pursuant to the terms of this Contract.

**2.2 Construction.** Seller agrees to construct the Unit in substantial conformance with Seller's plans and specifications attached hereto, and where applicable, substantially similar to an existing model of the Unit. Buyer understands the floor plan of the Unit may be the reverse or mirror image of the floor plan of any model or the floor plan shown on Seller's brochure or other materials. Buyer understands dimensions shown in Seller's plans, models, or in any sales brochures are approximate and may change due to field conditions. Any existing model may contain items or special features which are not included in Buyer's purchase. Buyer understands the Purchase Price only includes the construction of the Unit pursuant to Seller's plans and specifications, standard items listed herein, and any items or extras contained in an addendum to this Contract. Seller reserves the right without liability to Buyer to make any modifications, changes or omissions to the Unit as long as they do not, in Seller's reasonable opinion, substantially and adversely affect Buyer or if they are required by any governmental authority. Seller also reserves the right to substitute materials, equipment, cabinets, fixtures, appliances, and/or floor coverings with items which are, in Seller's reasonable opinion, of equal or greater quality, utility, value, and/or color. Buyer agrees the location of telephone, electric, cable TV and other utility lead-ins and outlets, electrical panels, doors, windows, air conditioning components, light fixtures, equipment, fixtures, partitions, and walks may be changed by Seller so long as such changes do not, in Seller's reasonable opinion, substantially and adversely affect Buyer. Buyer understands materials such as wood, wood grain, carpeting, paint, cabinets, marble, tile, mica, and the like, are subject to size, color, shading, gradation, and quality variations, and may vary from samples, models or color charts, and from piece to piece, and Seller shall not be liable for such variation. If the Unit is now completed, Buyer acknowledges that Buyer has inspected and approved the Unit, and that Buyer is buying the Unit "As Is", except for any items set forth on a list attached hereto, and except for Seller's warranty obligations as set forth herein. Seller shall have complete discretion in landscaping, amenities and other improvements within the Condominium and may remove any existing trees or vegetation.

**2.3 Selections.** Seller shall grant Buyer the right to make color, material, appliance, or other selections, and Buyer will make those selections within 15 days after Seller's request. If Buyer fails or refuses to make any selections, Seller may make the selections for Buyer (excluding extras, options or upgrades which must be approved by Buyer). Seller shall endeavor to provide Buyer with Buyer's selections, but Seller will not be liable for any substitution or variation as described above.

**2.4 Extras.** All upgrades, change orders or extras Buyer wants must be agreed to by Seller in writing and Buyer must pay for them when ordered. If Seller omits any upgrades, changes or extras, and if it would not be feasible for same to be installed without Seller incurring significant additional expenses, then unless Buyer agrees to pay such additional expenses Seller will only have to refund to Buyer the amount paid by Buyer of each item omitted. Except for such omissions, Buyer's payment for any upgrades, change orders or extras are not refundable.

**2.5 Completion.** Seller anticipates the Unit and the Condominium will be completed by the estimated completion date set forth on Page 1, but cannot guarantee completion by that date. Seller will not be liable for any delays and will not have to make, provide or compensate Buyer for any accommodations or costs as a result of any delays, and any delays will not permit Buyer to cancel, amend, or diminish any of Buyer's obligations. However, Seller agrees the Unit will be completed within one (1) years of the date of this Contract, which date may be extended only by acts recognized as constituting justification.

**2.6 Interference with Construction.** Prior to the closing, Buyer shall not put any property in the Unit, enter into the Unit without a representative of Seller, interfere with or impede interrupt construction or any workman, or perform any work or make any changes to the Unit, and Buyer shall not cause or permit anyone else to do so, including Seller's contractors and suppliers. Seller shall not be liable or responsible for any, loss or damage resulting from any violation of this paragraph.

**2.7 Inspection Prior to Closing and Service.** Prior to closing Buyer will be given the opportunity to inspect the Unit with Seller and make a list of any defects or work remaining to be performed. Seller shall complete, replace or correct any items on the list which in Seller's reasonable opinion are in fact defects or which remain to be done (keeping in mind the standard of construction where the Unit is located), within a reasonable time after the closing. Except for items contained on the list or covered by Seller's limited warranty, Buyer waives and Seller will not be responsible for any defects or repairs. If Buyer fails or refuses to inspect the Unit, Seller will not be responsible for any damage, defects or missing items that could have been caused by Buyer.

**2.8 Completion.** The issuance of a partial, temporary or permanent certificate of occupancy for the Unit will conclusively establish completion of the Unit and Buyer's unconditional obligation to close. If any items are not complete or finished by the closing, Buyer may not hold back any funds or object to a closing.

**2.9 Conditions.** If Seller does not sell a sufficient number of units to meet the requirements of its construction lender, or if Seller cannot obtain all utilities, permits and authorizations necessary to commence or complete construction of the Unit in accordance with Seller's current plans and specifications within a reasonable time, not exceeding six (6) months after the date of this Contract, Seller may refund the deposits to Buyer and terminate this Contract, at which point neither Buyer nor Seller shall have any further rights or obligations hereunder. In the event that the Seller is unable or unwilling to convey the Unit to Buyer, the Buyer's sole remedy shall be to have deposit returned it.

### **3. Closing.**

**3.1 Date and Place of Seller Closing.** Seller shall notify Buyer of the time and date of closing, which will be at least 15 days from the date of Seller's notification. The closing shall take place at the office of Escrow Agent located at 1140 Reservoir Avenue, Cranston, Rhode Island unless the parties otherwise agree. If the Unit is not now completed, the closing will be held within a reasonable period of time after a certificate of occupancy is issued for the Unit. If Buyer fails to appear and close on the date and time Seller sets extension Seller agrees to in writing, Buyer will be in default.

**3.2 Deed.** At the Closing Seller will convey good and marketable title to Buyer's Unit by a Warranty Deed, subject only to the following: conditions, restrictions, limitations, reservations, agreements, the Condominium declaration and easements of record, and existing zoning, as of the date of closing; taxes for the year in which the closing occurs, facts that an accurate survey or personal inspection would disclose; and all standard printed exceptions contained in an ALTA Owner's Title Insurance Policy.

**3.3 Closing Documents and Costs.** At the closing, Buyer shall provide and execute any documents reasonably required by Seller to effectuate the closing of this Contract and the release of all escrowed deposits to Seller. The parties shall pay the following costs and expenses at the closing.

**3.3.1** Buyer shall pay the balance of the Purchase Price, as it may be adjusted pursuant to this Contract.

**3.3.2** If real estate taxes for the current year are not separately assessed for the Unit, Buyer shall pay Seller a pro-rata portion of the estimated real estate taxes for the Unit and Seller shall pay the real estate taxes for the current year. If taxes will be separately assessed, Seller shall reimburse Buyer for Seller's pro-rata share of such taxes upon presentation of a paid tax bill, unless the tax bill has been issued or paid by Seller in which event taxes will be prorated between Seller and Buyer. If real estate taxes are prorated pursuant to this paragraph prior to the issuance of the actual tax bill, at the request of either party the parties shall re-prorate taxes, based upon the tax bill when issued. All proration and charges will be made as of the closing.

**3.3.3** Buyer shall pay a prorated portion of the then existing periodic assessment of the Condominium Association, and any other applicable association, and a working capital contribution to any such association(s) equal to 2 months' assessments for the Unit. In addition, if premiums for any insurance for the Condominium Association have been paid for any period ending after the closing, at the closing Buyer shall pay a pro-rata share of such premiums, based on Buyer's unit's percentage share of the common expenses, prorated over the period for which the insurance premium was paid. Buyer agrees that Seller may be reimbursed for Buyer's unit's share of utility deposits, pre-paid insurance premiums, or other prepaid expenses Seller has advanced, out of Buyer's working capital contribution or the foregoing insurance payment.

**3.3.4** Seller shall pay the documentary stamps. Buyer shall be responsible for the cost of recording the deed and for the cost of any title insurance policy. Each party shall be responsible for its own attorney's fees.

**3.3.5** Buyer shall assume any municipal levy or assessment payable over a number of years.

**3.4 Title.** Buyer shall, at least thirty (30) days prior to the closing, notify Seller in writing of any title defect which renders title unmarketable according to Rhode Island title standards. Seller shall have sixty (60) days from receipt of any such notice within which to remove such defect(s), and the closing date will be adjusted accordingly. If Seller is unsuccessful in removing such defects within said time, then Buyer shall have the option of either (a) accepting the title and closing hereunder with no adjustment in the Purchase Price, in which event Buyer shall waive any claim against Seller with respect to such defect, or (b) terminating this Contract and receiving a refund of all deposits, and the parties shall be released from any further rights or obligations hereunder. Seller agrees that if title is found to be unmarketable, it will use diligent effort to correct the defect(s) in title within the time provided herein, but Seller shall not be required to expend any money or to bring any lawsuit to cure any title defect.

**4. Default by Buyer.** If Buyer defaults, Buyer understands Seller's damages will be incapable of being determined, and Buyer agrees Seller may terminate this Contract and keep Buyer's deposits as liquidated damages, which the parties agree is fair and reasonable compensation to Seller for removing the unit from the market and having to resell it. If Buyer's deposits are held in escrow, Buyer also agrees that upon Buyer's default Seller may notify the Escrow Agent that Buyer has defaulted, in which event the Escrow Agent may pay Buyer's deposit and any interest earned thereon to Seller, and the Escrow Agent may rely on Seller's notice and shall be under no obligation to make any independent investigation or confirmation of Buyer's default, unless otherwise required by law.

**5. Warranty.** Seller makes no express warranty with respect to the Unit or the Unit property, and Seller's only warranty obligation will be the implied warranty contained in R.I.G.L. §34-36.1-4.14. Seller's sole liability in the event of any defect which is covered by the implied warranty will be to correct or replace same as Seller deems appropriate in Seller's sole discretion. Any other implied warranties, including but not limited to, implied warranties of fitness for a particular purpose, merchantability, or that the unit or the Condominium property will be constructed in accordance with the plans and specifications on file with any governmental authority, are hereby excluded. Notwithstanding the foregoing, Seller will give Buyer at closing or within a reasonable time thereafter all warranties received by Seller from the manufacturers of any new appliances, equipment or fixtures in the Unit. In no event will Seller be liable for any consequential damages including, but not limited to, inability to possess the unit, inconvenience, loss of time, personal injury, or damage to any improvements Buyer may make in the Unit, or to Buyer's personal property, due to any defects. Seller's warranty does not include any defect or damage that has or could have been caused, in whole or in part, by Buyer or by anyone other than Seller and its agents and contractors, or by ordinary wear and tear or misuse, or by an accident or casualty, or by the elements, and in any event Seller's warranty is conditioned upon

routine maintenance being performed unless such maintenance is an obligation of Seller or the Condominium Association while under Seller's control.

## **6. Condominium Documents.**

**6.1** Buyer acknowledges receipt of a public offering statement for the Condominium, which includes various documents required by R.I.G.L. §34-36.1-4.03 (the "Condominium Documents"). Buyer agrees this Contract is subject to all of the terms, conditions and disclosures set forth in the Condominium Documents. All definitions and terminology used in the Condominium Documents apply to this Contract to the extent applicable. Seller will have the right, in Seller's sole discretion, to modify the Condominium Documents, except as prohibited by the Condominium Act. Seller shall send Buyer a copy of all amendments to the Condominium Documents. If any amendment materially alters or modifies the offering in a manner which is adverse to Buyer, Buyer can terminate this Contract by written notice to Seller within 10 days after Buyer receives any amendment and upon such termination all deposits shall be refunded to Buyer; otherwise Buyer will be deemed to have accepted the amendment. Buyer specifically authorizes Seller to record all documents required to legally create the CONDOMINIUM, including the Declaration of Condominium and where applicable any amendment.

**6.2** Buyer understands that title to the Unit will be subject to the Declaration of Condominium, and all exhibits thereto, copies of which are contained in the Condominium Documents. Buyer acknowledges the Condominium Documents contain various use and maintenance restrictions which Buyer will be required to comply with.

**6.3** Buyer understand that Buyer will be required to pay assessments to the Condominium Association, and if Buyer fails to pay such assessments the association will have a lien against Buyer's Unit to secure the payment of the assessments. Buyer agrees that any information Seller has given Buyer regarding the amount of any assessments, including any budget contained in the Condominium Documents, are estimates of expenses and are subject to change.

**7. Brokers.** Buyer represents that Buyer has not employed, and will indemnify and hold Seller harmless from the claims of, any real estate broker claiming the right to any fee as a result of having represented Buyer.

**8. Damage** If the Unit is damaged by fire or other casualty prior to the time it is actually submitted to condominium form of ownership, then Seller will have the right to decide whether or not to repair it, and thereafter the Condominium Association will have the right to decide whether or not to repair it. If any damage will be repaired, Buyer agrees the closing will be delayed a reasonable time to complete repairs. If the damage will not be repaired, this Contract will be terminated and all deposits returned to Buyer.

## **9. Miscellaneous.**

**9.1** In the event of any litigation arising out of this Contract, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorneys' fees.

**9.2** This Contract is binding upon the parties, their respective heirs, legal representatives, successors and assigns.

**9.3** Buyer may not assign this Contract without Seller's written consent, which may be granted or withheld in Seller's sole discretion.

**9.4** Buyer shall not record this Contract or any notice or memorandum thereof in any public records, and at the option of Seller any recording by Buyer shall be a default.

**9.5** All notices and demands shall be in writing at the addresses of the parties as indicated in this Contract, unless either party notifies the other in writing of another address. Seller will not be responsible for any notice properly sent to Buyer which is not received due to Buyer's absence from the place where notices are to be sent or which is refused delivery or not picked up by Buyer.

**9.6** Buyer agrees time is of the essence as regards Buyer's performance and Buyer's obligation to close.

**9.7** If after the closing it shall appear that there is an error in any closing document, the parties agree to execute any further documents at the request of either party and to pay any amount required, in order to correct the error.

**9.8** Buyer acknowledges and agrees that Seller shall have the full right and authority to maintain or establish within the Condominium, models, sales and construction offices, advertising signs and banners, lighting, and all other activities normally associated with the sale, development and construction of a residential real estate development.

**9.9** The provisions and disclaimers in this Contract which are intended to have effect after closing will survive the closing, and the delivery of the deed from Seller to Buyer.

**9.10** The use of any gender in this Contract shall include all other genders, and the use of the plural shall include the singular and the singular shall include the plural, wherever appropriate.

**9.11** In the event any term or provision of this Contract shall be held to be invalid by any court of competent jurisdiction, then Seller shall have the right to terminate this Contract upon written notice to Buyer, in which event all deposits, together with any interest earned thereon, shall be refunded to Buyer, and thereafter the parties shall have no further rights or obligations hereunder. If Seller does not exercise such election then such determination shall not affect the validity or enforceability of the remainder of this Contract.

**9.12** If, at any time after the execution of this Contract, Buyer informs Seller that Buyer desires or intends to terminate this Contract or not comply with any of the terms of this Contract, then Seller may require Buyer to reaffirm in writing Buyer's intent to close and comply with all of the terms of this Contract, and to provide Seller with assurances reasonably satisfactory to Seller that Buyer has the financial ability to close. If Buyer fails to do so within fifteen (15) days after written notice from Seller, Buyer will be deemed in default. If Buyer has any defense, reason or basis for not closing or complying with the terms of this Contract, Buyer will be required to notify Seller of same in detail within fifteen (15) days after Seller's notice or Buyer will be deemed in default. This paragraph does not apply to any right of termination Buyer may have pursuant to this Contract or by law.

## **10. Notices**

**10.1** Buyers of real estate in the State of Rhode Island are legally obligated to comply with all local real estate ordinances including but not limited to ordinances on the number of unrelated persons who may who may legally reside in a dwelling, as well as ordinances on the number of dwelling units permitted under the local zoning ordinances.

**10.2** Radon has been determined to exist in the State of Rhode Island. Testing for the presence of Radon in residential real estate prior to purchase is advisable.

**10.3** Seller agrees to comply with RI Gen. Laws Section 44-30-71.3 at Closing and shall discharge any lien which may attach to the Premises pursuant to this section.

## **11. Complete Agreement**

**11.1** This Contract constitutes the entire agreement of the parties, and no representations or inducements made by salespersons or otherwise, which are not contained in this Contract are binding on Seller. This Contract may not be amended or modified except by an instrument in writing signed by the parties. Brochures and advertising representations and illustrations constitute general concepts only, and Seller will not be bound by any statements or matters referred to or depicted thereon except as expressly set forth in this Contract.

Seller  
MATUNUCK BEACH ROAD PARTNERS, LLC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Buyer

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT G**

**Form of Escrow Agreement**

ESCROW AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and among Anthony W. Cofone, Esq., 1140 Reservoir Avenue, Cranston, RI 02920 ("Escrow Agent") and Matunuck Beach Road Partners, LLC. ("Developer").

WITNESSETH:

A. The Developer proposes to develop a Condominium project known as MATUNUCK BEACH CONDOMINIUM, in South Kingstown, Rhode Island (the "Condominium").

B. The Developer intends to enter into contracts for the sale and purchase of Units in the Condominium, each of which is hereafter called the "Contract".

C. The Developer desires to make arrangements to escrow all of a portion of the deposits on each Contract in accordance with the provisions of the Rhode Island Condominium Act (Section 34-36.1-4.10), if applicable, or otherwise at the discretion of the Developer.

D. The Escrow Agent has consented to hold all deposits it receives pursuant to the terms and provisions hereof.

NOW, THEREFORE, the Escrow Agent and the Developer agree as follows:

1. From time to time, the Developer will deliver checks, payable to or endorsed to the order of the Escrow Agent, which will represent designated portions (or all) of the required deposits on Contracts, together with a copy of each executed Contract. Deposits made pursuant hereto, if made in accordance with the aforesaid Section 34-36.1-4.10, shall not exceed ten (10) percent of the purchase price specified in each such Contract.

The Escrow Agent shall acknowledge receipt of such deposit when received.

2. The Escrow Agent shall disburse the purchaser's deposit(s) escrowed hereunder and interest earned thereon (if any) in accordance with the following:

(a) To the purchaser within twenty (20) days after receipt of the Developer's written certification that the purchaser has properly terminated his contract.

(b) To the Developer within five (5) days after the receipt of the Developer's written certification that the purchaser's Contract has been terminated by reason of said purchaser's default or failure to cure a default in performance of purchaser's obligations thereunder.

(c) If the deposit of a purchaser, together with interest earned thereon, if any, has not been previously disbursed in accordance with the provisions of 2(a) and 2(b) above, the same shall be disbursed to the Developer at closing or other verification signed by the purchaser, or his attorney or authorized agent, reflecting that the transaction for the sale and purchase of the subject Condominium Unit has been closed and consummated; provided, however, that no disbursement shall be made, if prior to the disbursement the Escrow Agent receives from purchaser written notice of a dispute between the purchaser and the Developer, until such a dispute is settled. Such dispute shall be deemed settled upon receipt of such executed closing statement or other verification, or upon receipt of

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(d) The Escrow Agent shall at any time make distribution of the purchaser's deposit and interest earned (if any) thereon upon written direction duly executed by the Developer and purchaser.

3. Escrow Agent is instructed by Developer to place all deposit funds into a non-interest-bearing savings account for the benefit of the Sellers.

4. The Escrow Agent shall have a lien on all interest earned (if any) upon the escrowed funds held by it as security for the payment of reimbursement of all costs and expenses to which it is entitled hereunder.

5. The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believe to be genuine; may assume the validity and accuracy of any statements or assertion contained in any such writing or instrument; and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. The Escrow Agent shall not be liable in any

manner for the sufficiency or correctness as to form, manner of execution, or validity of any written instructions delivered to it, nor as to the identity, authority or rights of any person executing the same. The duties of the Escrow Agent shall be limited to the safekeeping of the deposits and disbursing same in accordance herewith. The Escrow Agent undertakes to perform only such duties as are expressly set forth herein, and no implied duties or obligations shall be read into this Agreement. Upon the Escrow Agent disbursing the deposit(s) of a purchaser in accordance with the provisions hereof, the escrow account or accounts shall terminate as regards said purchaser's deposit(s) , and the Escrow Agent shall thereafter be released of all liability hereunder in connection therewith.

6. The Escrow Agent may consult with counsel of their own choice and shall have full and complete authority, and shall be protected, with respect to any action taken or suffered by it hereunder in good faith and in accordance with the opinion of its counsel. Escrow Agent shall not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind, unless caused by its misconduct or gross negligence, and the Developer agrees to indemnify and hold the Escrow Agent harmless from any claims, demands, causes of action, liabilities, damages and judgments, including the cost of defending any action against it, together with any reasonable attorney's fees incurred in connection therewith, with respect to the Escrow Agents' undertakings pursuant to the terms and conditions of this Escrow Agreement, unless such act or omission is a result of the misconduct or gross negligence of the Escrow Agent. Escrow Agent shall not be liable for loss or impairment of any escrowed funds in the course of collection or while on deposit with a bank, due to bank failure, insolvency or suspension.

7. In the event of a disagreement with respect to the interpretation of this Agreement, or with respect to the rights and obligations, or the propriety, of any action

contemplated by the Escrow Agent hereunder, Escrow Agent may, in its sole discretion, file an action in interpleader to resolve such disagreement. The Escrow Agent shall be indemnified by the Developer for all costs, including reasonable attorney's fees, in connection with any such interpleader action(s).

8. Escrow Agent may resign at any time upon the giving of thirty (30) days' written notice to the Developer of Escrow Agent's intent to so resign. If a successor escrow agent is not appointed within thirty (30) days after notice of such intended resignation, the resigning Escrow Agent may petition any court of competent jurisdiction to name a successor escrow agent and Escrow Agent shall be fully relieved of all liability under this Agreement to any and all parties upon the transfer of the appropriate escrow account or accounts to the successor Escrow Agent either designated by the Developer or appointed by the Court.

9. The Developer shall have the right to replace the Escrow Agent upon thirty (30) days' written notice with a successor escrow agent named by the Developer, or the Developer itself if permitted by law. Provided all sums then due such Escrow Agent shall have been paid, such Escrow Agent shall turn over to the successor agent all funds, documents, records and properties deposited with such Escrow Agent in connection herewith and shall have no further liability hereunder.

10. This Agreement shall be construed and enforced according to the laws of the State of Rhode Island and this Agreement may be made a part, in its entirety, in any offering circular (required by 34-31.1-4.03 (13) R.I.G.L.) distributed to purchasers or prospective purchasers of Units in the Condominium.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Signed in presence of:

MATUNUCK BEACH ROAD PARTNERS, LLC.

\_\_\_\_\_

By: \_\_\_\_\_

ESCROW AGENT:

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT H**

**Form of Reservation Agreement**

MATUNUCK BEACH CONDOMINIUM

Matunuck Beach Road Partners, LLC., herein referred to as DEVELOPER, hereby acknowledges receipt of the sum of \_\_\_\_\_ and 00/100 (\$\_\_\_\_\_) cash/check, (all checks are subject to clearance) from: \_\_\_\_\_ (and)

\_\_\_\_\_ mailing address: \_\_\_\_\_, Zip Code \_\_\_\_\_ Home Phone \_\_\_\_\_

Business Phone (\_\_\_\_) \_\_\_\_\_

hereinafter referred to as PROSPECTIVE PURCHASER, as a deposit to be applied on the Purchase Price of a Condominium Unit located in Matunuck Beach Condominium in South Kingstown, Rhode Island:

1. THE PURCHASE PRICE IS: \$ \_\_\_\_\_  
UNIT # \_\_\_\_\_
  
2. THE RESERVATION DEPOSIT IS: \$ \_\_\_\_\_
  
3. BALANCE OF DEPOSIT PAYABLE UPON SIGNING OF THE PURCHASE AND SALES AGREEMENT \$ \_\_\_\_\_
  
4. APPROXIMATE BALANCE OF PURCHASE PRICE DUE AT CLOSING (1 minus 2, 3 and 4): \$ \_\_\_\_\_

It is understood between DEVELOPER and PROSPECTIVE PURCHASER that this is a RESERVATION DEPOSIT. DEVELOPER will prepare and present to PROSPECTIVE PURCHASER an Agreement for Sale for the Condominium Unit in MATUNUCK BEACH CONDOMINIUM. PROSPECTIVE PURCHASER understands that the actual terms of the

Purchase will be set forth in the Agreement for Sale and that in addition to the Purchase Price, PROSPECTIVE PURCHASER shall be required to pay certain additional items such as, but not limited to, (a) proration of taxes, and other items related to the Condominium; (b) Mortgage closing costs; and (c) other items that may be set forth in the Agreement for Sale or that are customarily charged to Purchaser.

It is understood that this RESERVATION DEPOSIT AGREEMENT may be canceled at the option of either party, at any time prior to the execution of a binding Agreement for Sale. Neither party shall be entitled to any damages as a result of any termination as provided herein. Upon cancellation by either party, the RESERVATION DEPOSIT paid herewith shall be refunded (without interest) by mailing same to the address listed above within two (2) weeks of written notice of termination, and both

parties shall immediately be released and relieved of any further obligations or responsibilities to each other with reference to this RESERVATION DEPOSIT AGREEMENT and the transaction contemplated hereunder. The PROSPECTIVE PURCHASER shall have until two (2) weeks after notice from Developer that it is ready and able to enter into an Agreement for Sale of Condominium Unit and to deposit the balance of a minimum of 5% of the Purchase Price with the DEVELOPERS and the Escrow Agent. This RESERVATION DEPOSIT AGREEMENT may not be assigned by the PROSPECTIVE PURCHASER.

Upon execution of an Agreement for Sale of the above Unit, any funds paid by PROSPECTIVE PURCHASER as a deposit herein shall no longer be subject to the terms of this RESERVATION DEPOSIT AGREEMENT, but shall be transferred as a deposit in escrow under the terms of the AGREEMENT FOR SALE.

THIS IS NOT A RECORDABLE DOCUMENT.

APPROVED AND ACCEPTED BY:

APPROVED AND ACCEPTED BY:

\_\_\_\_\_  
PROSPECTIVE PURCHASER

\_\_\_\_\_  
DEVELOPER



**EXHIBIT I**

**Form of Warranties of Matunuck Beach Condominium**

WARRANTIES OF THE DECLARANT  
OF MATUNUCK BEACH CONDOMINIUM

The only warranties made by the Declarant are those warranties that are expressly required by law as set forth in R.I.G.L. §34-36.1-4.14. The Declarant makes no other warranties or representations of any kind, either express or implied. Except as set forth below each and every unit within the Jamestown Terrace Condominium is being sold on an AS IS basis, without warranty or representation of any kind.

Declarant warrants to each purchaser that all units within the Condominium and the common elements in the Condominium are suitable for the ordinary uses of real estate of its type and that any improvements made or contracted for by them, or made by any person before the creation of the Condominium, will be:

- (1) Free from defective materials; and
- (2) Constructed in accordance with applicable law, according to sound engineering and construction standards, and in a workmanlike manner.

Agreed:

\_\_\_\_\_  
PURCHASER

DECLARANT  
MATUNUCK BEACH ROAD PARTNERS, LLC.

By:\_\_\_\_\_

**EXHIBIT J**

**Receipt of Condominium Documents for Matunuck Beach Condominium**

RECEIPT FOR CONDOMINIUM DOCUMENTS  
FOR MATUNUCK BEACH CONDOMINIUM

The undersigned Purchaser hereby acknowledges receipt of the items set forth below:

Disclosure and Offering Statement

Declaration of Condominium

By-Laws

Projected First Year Budget

Form of Warranty Deed

Form of Unit Purchase Agreement

Agreement re: Warranties

Agreement Defining Statute of Limitations Applicable to Warranties

Rules and Regulations of the Condominium

Reservation Agreement

Dated and Executed:

\_\_\_\_\_

\_\_\_\_\_

(PURCHASER)

\_\_\_\_\_

\_\_\_\_\_

(PURCHASER)