

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
CHARGES AND LIENS IMPOSED UPON
"SPARTINA COVE RESIDENTIAL CLUSTER DEVELOPMENT"

This Declaration made this ____ day of _____,
2001 by MARK GOLBERG, of the Town of Jamestown, County of
Newport, State of Rhode Island, hereinafter referred to as the
"Declarant".

WITNESSETH

WHEREAS, the Declarant is the owner of all of the lands
contained in the area shown on that plat entitled " FINAL PLAT
SUBMISSION SPARTINA COVE RESIDENTIAL CLUSTER DEVELOPMENT Siegmund
& Associates, Inc. Consulting Engineers" (Final Revision Date of
11/1/01)(the "Plat").

WHEREAS, the twenty-two (22) developable lots are
herein referred to as a "numbered platted lot" or as "Lots" and
the restrictions, covenants, charges, easements, and liens set
forth herein are imposed on said twenty-two (22) numbered platted
lots.

NOW THEREFORE, the Declarant hereby declares that all
of the twenty-two (22) numbered platted lots described and
delineated on the Plat are held and shall be held, conveyed,
encumbered, leased, rented, used, occupied and improved, subject
to the following Restrictions, all of which are declared and
agreed to be in furtherance of a plan for the development,
improvement and sale of said lots, and are established and agreed
upon for the purpose of enhancing and protecting the desirability

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and attractiveness of the Development as a whole and said lots situated thereon. All the Restrictions shall run with the land and shall be binding upon the Declarant and upon all parties having or acquiring any right, title or interest in and to the real property or any part or parts thereof, subject to such Restrictions. The holder or holders of the fee title to the numbered platted lots are sometimes hereinafter referred to as "Owner" or "Owners".

1. The "OPEN SPACE PARCEL NO. 1", "OPEN SPACE PARCEL NO. 2", "OPEN SPACE PARCEL NO. 3, and the divided islands at the entrance of SPARTINA COVE DRIVE as shown on the Plat on Sheets 14 and 15 entitled "Open Space Use Plan 1" and "Open Space Use Plan 2" are herein collectively referred to as "OPEN SPACE LOTS".

2. "Spartina Drive" is the private road connecting to U.S. Route 1 and abutting each of the numbered platted lots.

3. Each of the numbered platted lots are hereby granted an undivided 1/22nd interest in the "Open Space Lots" and "Spartina Drive".

4. The respective undivided 1/22nd interest in said "OPEN SPACE LOTS" and "Spartina Drive" cannot be changed.

5. The fee title to each numbered lot on the Development Plat and the undivided 1/22nd interest in said "OPEN SPACE LOTS" and "Spartina Drive" conveyed by the Declarant with each numbered lot shall not be separate or separately conveyed.

6. Each such undivided 1/22nd interest in the said

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"OPEN SPACE LOTS" and "Spartina Drive" shall be deemed to be conveyed or encumbered with each numbered platted lot, even though the description in the instrument or conveyance or encumbrance may refer only to the fee title of a numbered lot on the Development Plat.

7. The Declarant, for himself, his successors and assigns, hereby declare that the Owners of the numbered platted lots shall have a mutual perpetual easement in Spartina Drive for all purposes for which streets, roads and highways are customarily used, including, but not limited to, the right to pass and repass on foot or by vehicles of any kind, to construct, use, maintain and repair sewers, drainage ditches or pipes, water lines, gas lines, overhead or underground electric and communication lines. These Easements shall run with the land and shall inure to the benefit of the Owner or Owners from time to time of the numbered platted lots in the Development in common with the Owners of the other numbered platted lots in the Development.

8. The said "OPEN SPACE LOTS" shall be used exclusively for conservation, recreational or park purposes and for drainage for the benefit of the Owners of the numbered platted lots, and no residential or commercial use shall be made of said "OPEN SPACE LOTS".

9. No structures or other artificial facilities shall be constructed in or upon the "OPEN SPACE LOTS" without the

express consent and authorization of the Planning Board of the Town of South Kingstown.

10. Each Owner of a numbered platted lot shall be responsible for the maintenance, and pumping every four (4) years of the Individual Sewage Disposal Systems located on his or her numbered platted lot.

11. Association. The Declarant has formed a non-profit association in the State of Rhode Island entitled "Spartina Cove Homeowners Association" hereinafter referred to as the "Association", for the purposes hereinafter set forth and has adopted By-laws which are attached hereto as Exhibit A.

The purpose of the Association shall be:

A. To care for, maintain and repair said "OPEN SPACE LOTS", including the drainage basins, all as shown on the Development Plat in a good, clean, attractive and sanitary condition, order and repair.

B. To care for, maintain and repair "Spartina Drive" in a good, clean, attractive, sanitary and safe condition, order and repair.

C. To provide for the payment of taxes and assessments, if any, that may be levied by any Governmental authority upon said "OPEN SPACE LOTS", "Spartina Drive", or any part thereof.

D. To enforce charges, easements, restrictions, conditions, covenants, and servitudes existing upon and created for the benefit of said "OPEN SPACE LOTS" and "Spartina Drive" and to pay all expenses incidental thereof; to enforce the decisions and rulings of the Association; and to pay all expenses in connection therewith.

E. To provide for the maintenance of parks, recreational facilities, and other community features on said "OPEN SPACE LOTS".

F. To provide for the maintenance and the pumping of the

Individual Sewage Disposal Systems (hereinafter "ISDS") located on the numbered platted lots. It shall be the responsibility of each owner of a numbered platted lot to pump his/her ISDS as provided in Paragraph 14 (D) herein, however, if proof of pumping is not provided to the Association within 30 days after each fourth annual anniversary of the issuance by the Town of South Kingstown of a Certificate of Occupancy for the dwelling located upon each of said lots, the Association shall enter upon said lot, pump out the ISDS, and levy a special assessment against the lot for reimbursement of all costs involved therein.

G. To appoint such committees as may be necessary to, or convenient in, the Association discharging the duties entrusted to it.

H. To levy an annual charge upon the members of the Association and to sue to collect any of such charges as are not paid. Said annual charge shall be fixed at an equal amount for each platted numbered lot and shall be fixed at an annual meeting of the Association.

I. To expend the monies collected by the Association from assessments or charges, and other sums received by the Association, for the payment and discharge of all proper costs, expenses, and obligations incurred by the Association in carrying out all or any of the purposes for which the Association is formed.

J. To do all things necessary and proper to accomplish the foregoing purposes.

12. Membership. Each Owner (including Declarant) who is the record owner of a fee or undivided fee interest in any Lot that is subject to this Declaration shall be deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separated from such ownership. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more persons, shall have more than one

(1) membership per Lot owned. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided in the By-laws. The rights and privileges of membership, including the right to vote, may be exercised by a member or the member's spouse, but in no event shall more than one (1) vote for each class of membership applicable to a particular Lot be cast for each such Lot.

13. Voting. The Association shall have two (2) classes of membership, Class "A" and Class "B" as follows:

(a) Class "A". Class "A" members shall be all Owners of Lots, with the exception of the Class "B" members, if any. Class "A" members shall be entitled on all issues to one (1) vote for each Lot in which they hold the interest required for membership by Section 8 hereof; there shall be only one (1) vote per Lot; provided, however, no vote shall be cast or counted for any Lot not subject to assessment. When more than one person or entity holds such interest in any Lot, the vote for such Lot shall be exercised as those persons or entities themselves determine and advise to the Secretary of the Association prior to any meeting. In the absence of such advise, the Lot's vote shall be suspended in the event more than one person or entity seeks to exercise it.

Any Owner of Lots which are leased may, in the lease or other written instrument, assign the voting right appurtenant to that Lot to the lessee, provided that a copy of such instrument

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is received by the Secretary prior to any meeting.

(b) Class "B". Class "B" members shall be the Declarant, and any successor of Declarant who takes title for the purpose of development and sale. The Class "B" members shall originally be entitled to twenty-two (22) votes; this number shall be decreased by one (1) vote for each Class "A" vote outstanding at any one time. The Class "B" membership shall terminate and become converted to Class "A" membership upon the happening of the earlier of the following:

(i) When the total outstanding Class "A" votes equal twenty-two (22); or

(ii) January 1, 2010; or

(iii) When, in its discretion, the Declarant so determines and executes and records, in the Land Evidence Records of the Town of South Kingstown, an instrument stating such determination.

From and after the happening of these events, whichever occurs earlier, the Class "B" members shall be deemed to be Class "A" members entitled to one (1) vote for each Lot in which the interest required for membership under Section 8 hereof is held. At such time, the Declarant shall call a meeting as provided in the By-laws for special meetings to advise the membership of the termination of Class "B" status.

Unless otherwise provided in this Declaration, or the By-laws, the presence, in person or by proxy, at any meeting of

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members, entitled to cast sixty (60%) percent of the voting power of each Class shall constitute a quorum at such meeting of the Association. In the event a quorum is not present, another meeting may be called, and the presence in person or by proxy, at such meeting or members entitled to cast forty (40%) percent of the Class "A" voting power shall constitute a quorum at such meeting.

14. Board of Directors. The affairs of the Association shall be governed by a Board of Directors (sometimes referred to herein as "Board"). It is the intent of this Article that the right to elect the members of the Board of Directors shall pass from the Declarant (Class B members) to the Class A members at such time as the Class B membership terminates as set forth in Section 9.

15. Operation of Association. The Association shall operate as provided in its By-laws, a copy of which is attached as Exhibit A.

16. Budgets, Assessments and Liens for Assessments.
Section 16.1 Purpose of Assessment. The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of Lots, including the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

Section 16.2 Creation of Assessments. Each Lot Owner, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association; (a) General Assessments for Common Expenses as may be from time to time specifically authorized by the Board of Directors; (b) Special Assessments and Assessments established and collected as hereinafter provided; and (c) Special Assessments against any particular Lot which are established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines as may be imposed in accordance with the terms of this Declaration and the By-laws. All such Assessments, together with late charges (sometimes referred to herein as "Delinquent Payment Fees"), interest, not to exceed the maximum legal rate, costs, and reasonable attorney's fees actually incurred, shall be a charge on the land and shall be a continuing lien upon the Lot against which each Assessment is made.

Each Owner by acceptance of his or her deed, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to all terms and provisions of this Declaration and to pay to the Association the Assessments.

Each such assessment, together with Delinquent Payment Fees, interest costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Lot Owner of

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such Lot at the time the assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no first mortgagee who obtains title to a Lot pursuant to the remedies provided in the mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the annual assessment for delinquents. Unless the Board otherwise provides, the assessments shall be paid in monthly installments.

Section 16.3 Computation of General Assessment.

General Assessments shall be allocated equally, among all Lots within the Association and shall be for expenses determined by the Board of Directors to be for the benefit of the Association as a whole. It shall be the duty of the Board at least fifteen (15) days prior to the meeting at which the budget shall be presented to the membership to prepare a budget covering the estimated costs of operating the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared and shall separately list general expenses. The Board shall cause a copy of the budget, and the amount of the General Assessments to be levied against each Lot for the following year, to be mailed to each Lot Owner at least fifteen

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(15) days prior to the meeting. The budget and assessments shall become effective unless disapproved at the meeting by a vote of at least a majority of both classes of the total Association membership or, after termination of the Class "B" membership, the majority vote of the total Association Class "A" membership whether or not a quorum is present. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget and General Assessment or the Board fails for any reason to determine the budget and General Assessment for the succeeding year, then and until such time as a budget and General Assessment shall have been determined as provided herein, the budget and General Assessment in effect for the then current year shall continue for the succeeding year.

Section 16.4 Maximum Annual General Assessment.

Until January 1, 2003, the maximum General Assessment shall be Three Hundred (\$300.00) Dollars per Lot. The maximum annual General Assessment may be increased as follows:

(a) From and after January 1, 2003, the General Assessment may be increased without the vote or written consent of a majority of each Class of membership entitled to vote in any fiscal year by ten (10%) percent of the previous years' General Assessment.

(b) From and after January 1, 2003, the maximum General Assessment may be increased above that established by the formula set forth above, by the vote or written consent of a

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majority of each Class of membership entitled to vote, present in person or by proxy, at a meeting duly called for this purpose.

Section 16.5 Capitalization of Association. Upon the transfer of a Lot by the Declarant to any Owner, such Owner shall pay to the Association the sum of \$200.00 to be used for such purposes as determined by the Board of Directors. This amount shall be paid in addition to the amount prorated for the then existing Annual General Assessment.

Section 16.6 Date of Commencement of Assessments. The Assessments provided for herein shall commence as to a Lot on January 1, 2001, provided however, that lots owned by the Declarant shall be assessed at one-tenth (1/10) of the Assessment applicable to Lots. The Declarant shall, however, be assessed the full Assessment for any Lot Owned by it upon which a foundation is constructed.

Section 16.7 Special Assessments. In addition to the General Assessments authorized in this Article, the Association may levy a Special Assessment; provided, however, such assessment shall have the vote or written assent of at least a majority of both Classes of the Association membership, present and voting in person or by proxy at a special meeting of the membership duly called for this purpose, or after the termination of the Class "B" membership, the majority of the Class "A" membership present and voting in person or by proxy at a special meeting of the membership duly called for this purpose. The

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Association may also levy a Special Assessment against any member to reimburse the Association for costs, including reasonable attorney's fees actually incurred, incurred in bringing a member and his or her Lot into compliance with the provisions of the Declaration, the Amendments thereto, By-laws, and the Association Rules and Regulations. Such Special Assessment against a particular Lot may be levied by a two-thirds vote of the entire membership of the Board of Directors after notice and hearing by the Covenants Committee as provided in the By-laws. The costs of such repairs and maintenance and attorney's fees shall be added to and become a part of the General Assessment to which such Lot is subject. Said Special Assessment against a particular Lot shall be a lien and be enforced and collected in the same manner as a General Assessment.

Section 16.8 Lien for Assessments. All sums assessed against any Lot pursuant to this Declaration, together with late charges, interest, costs, and reasonable attorney's fees actually incurred, as provided herein, shall be secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot, except for (a) liens of real estate taxes of the Town of South Kingstown, and the Union Fire District or (b) liens for all sums unpaid on a first mortgage or any mortgage to Declarant duly recorded in the Land Evidence Records of the Town of South Kingstown, and all amounts advanced pursuant to such mortgage and

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secured thereby in accordance with the terms of such instrument.

All other persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded in such Land Evidence Records shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

Section 16.9 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than ten (10) days shall incur a late charge (sometimes referred to herein as "Delinquent Payment Fees") in an amount as the Board of Directors may from time to time determine. The Association shall cause a notice of delinquency to be given to any Lot Owner who has not paid within ten (10) days following the due date. If the assessment is not paid within thirty (30) days, the lien shall include the Delinquent Payment Fee, interest, not to exceed the maximum legal rate, on the principal amount due, and all late charges from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after sixty (60) days, the Association may, as the Board of Directors shall determine, institute suit to collect such amounts and/or to

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foreclose its lien. Each Lot Owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association or its agents the right and power to bring all actions against him or her, personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as a mortgage on real estate in the State of Rhode Island containing a Statutory Power of Sale. The lien provided for in the Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage, or convey the Lot. No Lot Owner may waive or otherwise except liability for the Assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot.

All payments shall be applied first to costs and attorney's fees, then to late charges, then to interest, then to delinquent assessments, then to any unpaid installments of any Assessments which are not subject to matter of suit in order of their coming due, and then to any unpaid installments of the Assessments which are the subject matter of suit in the order of their coming due.

Section 16.10. Capital Budget and Contribution. The Board of Directors shall annually prepare a capital budget which shall take into account the number and nature of replacement assets, the expected life of each asset, and the expected repair

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or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect to both amount and timing by annual assessment over the period of the budget. The capital contribution required shall be fixed by the Board and included within the budget and assessment as provided in Section 16.3 of this Article. A copy of the capital budget shall be distributed to each Member in the same manner as the operating budget.

Section 16.11. Subordination of the Lien to Mortgages.

The lien of the assessments, including interest, Delinquent Payment Fees, costs (including attorneys' fees) provided for herein, shall be subordinate to the lien of any first Mortgage or Mortgage to Declarant upon any Lot. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to judicial or nonjudicial foreclosure of a first Mortgage or Mortgage to Declarant shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from lien rights for any assessments thereafter becoming due. Where the Mortgagee of a first Mortgage of record, Declarant as the holder of the Mortgage, or other purchaser of a Lot obtains title as a result of a judicial or nonjudicial foreclosure, his or her successors and assigns shall not be liable for the share of the common expenses or Assessments

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by the Association chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be Common Expenses collectible from all the Lots, including such acquirer, his or her successors and assigns.

Section 16.12 Assessments on Lots Owned by Declarants.

(a) After the commencement of assessment payments as to any Lot, Declarant covenants and agrees to pay the full amount of the annual assessment for each Lot it owns on which a foundation has been constructed; notwithstanding anything contained herein to the contrary, the Declarant shall be required to pay only ten (10%) percent of the Assessments for Lots that it owns on which a foundation has not been constructed.

(b) Notwithstanding anything to the contrary herein, the Declarant may contribute assessments due from it in services or materials or a combination of services and materials, rather than in money, (herein collective called in-kind contribution). The amount by which monetary assessments shall be decreased as a result of any in-kind contribution shall be the fair market value of the contribution. If the Declarant and the Association agree as to the value of any contribution, the value shall be as agreed. If the Association and the Declarant cannot agree as to the value of any contribution, the Declarant shall supply the Association with a detailed explanation of the service performed and material furnished, and the Association shall acquire bids

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for performing like services and furnishing like materials from three (3) independent contractors approved by the Declarant who are in the business of providing such services and materials. If the Association and Declarant are still unable to agree on the value of the contribution, the value shall be deemed to be the average of the bids received from the independent contractors.

17. Use. The Owners and any person who both belongs to the family of an Owner and has the same residence as the owner to whose family he belongs, and any person who is a guest of an Owner, shall have the privilege of using the "OPEN SPACE LOTS" and "Spartina Drive" in accordance with these Restrictions and the By-Laws and Rules and Regulations adopted for the use of said land by the Organization.

18. Restrictions and Protective Covenants. The following restrictions and protective covenants are hereby imposed on said twenty-two (22) numbered platted lots inclusive delineated on the Plat, and said restrictions and protective covenants shall be binding upon the Declarant and its successors and assigns, and all persons claiming by, through or under them and upon all Owners of said lots on said Plat, and the heirs and assigns of any such Owner;

A. Said numbered platted lots on said plat shall be used solely and exclusively for private residence purposes.

B. Approval by Declarant of Construction. No buildings or structures shall be erected or reconstructed upon the Lots unless or until the grading plan of the Lot, including the grade of elevations of said buildings and structures, the

plot plan showing the proposed location of said buildings and structures upon said Lots and the plans, specifications and details of said buildings and structures shall have been approved in writing by the Declarant, its agent, or nominee, and a true copy of said plan, specifications and details shall have been lodged permanently with the Declarant, its agent or nominee. The landscaping plan, location of fences and walls and location of driveways must also be approved by the Declarant, its agent or nominee. All plans referred to must be prepared by a licensed land surveyor or engineer and must be stamped with their seal. A bonafide purchaser or mortgagee of any lots on said plat with a structure thereon at the time of such purchase or mortgage shall not be required to determine that the plans for such structures or other improvements have been so approved.

C. Chickens, Fowl and Live Stock. No chickens or other fowl or live stock of any kind shall be kept or harbored on the Lots.

D. Pumping of Septic Systems. Each owner of a numbered platted lot shall maintain and pump out the Individual Sewage Disposal System (hereinafter "ISDS") located upon said numbered platted lot at least once during each four year period after the date of the issuance by the Town of South Kingstown of a Certificate of Occupancy for a dwelling constructed upon said numbered platted lot. Proof of pumping provided by a licensed septic waste hauler shall be provided to the Association within thirty (30) days after each fourth annual anniversary of said issuance of the Certificate of Occupancy. If said proof of pumping is not provided to the Association as provided above, the Association shall enter upon said lot, pump out the ISDS, and levy a special assessment against the lot for reimbursement of all costs involved therein. The Declarant hereby grants an easement to the Association for the express purpose of entering upon the numbered platted lots to accomplish the required pumping of the ISDS's located upon the numbered platted lots.

19. Duration and Amendment.

Section 19.1 Duration. This Declaration and the covenants, conditions, restrictions, charges and liens contained herein shall be covenants running with the land and shall burden and bind the Development, shall inure to the benefit of and be

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enforceable by the Declarants, the Association and each Owner, their respective legal representatives, heirs, successors and assigns, until January 1, 2025, after which time the Declaration shall be automatically renewed for successive periods of twenty-five (25) years, unless prior to the commencement of any such renewal period, an instrument terminating this Declaration shall be executed by the proper Association Officers and recorded in the Land Evidence Records of the Town of South Kingstown, Rhode Island, or in such other place of recording as may be appropriate at the time of the execution of such instrument, pursuant to a resolution to such effect approved in writing by not less than two-thirds (2/3) of the Class A vote, which resolution shall have been approved within six months prior to January 1, 2025, or the end of any such twenty-five (25) year extension period.

Section 19.2. Amendment. This Declaration may be amended unilaterally at any time from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage

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Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots subject to this Declaration; or (d) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots subject to this Declaration; provided, however, any such amendment shall not adversely affect the title on any Lot Owner's Lot unless any such Owner shall consent thereto in writing.

In addition to the above, this Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of at least a majority of the Class "A" members and the consent of the Declarant, so long as the Class "B" Membership exists.

The procedure for amendment by the Lot Owners after the Class "B" Membership terminates shall be as follows: All proposed amendments shall be submitted to a vote of the Members at a duly called meeting of the Association and any such proposed amendment shall be deemed approved if two-thirds (2/3) of the Class "A" votes cast at such meeting, in person or by proxy, approve such amendment. Notice shall be given each Member at least thirty (30) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Members as set forth above the President and Secretary of the Association shall execute an Addendum to this Declaration which shall set forth the

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amendment, the effective date of the amendment (which in no event shall be less than sixty (60) days after the date of the meeting of the Association at which such amendment was adopted), the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes necessary to adopt the amendment, the total number of votes cast against the amendment. Such amendment shall become effective upon recordation in the Land Evidence Records of the Town of South Kingstown.

The quorum required for any action authorized to be taken by the Association under this Section 19.2 shall be as follows:

The first time any meeting of the Members of the Association is called to take action under this Section 19.2 the presence at the meeting of the Members or proxies entitled to cast sixty (60%) percent of the total vote of the Class "A" Membership shall constitute a quorum. If the required quorum is not present at any such meeting, a second meeting may be called subject to the giving of proper notice and the required quorum at such subsequent meeting shall be the presence of Members or proxies entitled to cast forty (40%) percent of the total vote of the Class "A" Membership.

20. General Provisions.

Section 20.1. Enforcement. If any person, firm or

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corporation shall violate or attempt to violate any provision of this Declaration or the By-Laws, it shall be lawful for the Board of Directors, on behalf of the Association, the Declarant or any Lot Owner to prosecute any proceeding at law or in equity against the person, firm or corporation violating or attempting to violate the same, and either to prevent it or them from so doing or to recover damages or other amounts due for such violation.

Violation or breach of any provision of this Declaration or the By-Laws give the Declarant or the Association, their respective legal representatives, heirs, successors and assigns, in addition to all other remedies, the right to enter upon the Lot upon or as to which such violation or breach exist and summarily to abate and remove at the expense of the Lot Owner thereof, any improvement, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof, if after ten (10) days written notice of such violation it shall not have been corrected the by Lot Owner. Any such entry or abatement or removal shall not be deemed a trespass. Any person entitled to file a legal action for the violation of this Declaration or the By-Laws shall be entitled to reasonable attorney's fees as a part of such action. The failure to enforce any rights, reservations, restrictions, or conditions contained in this Declaration or the By-Laws, however long continued, shall not be deemed a waiver of this right to do so hereafter as to the same breach, or as to a breach occurring prior or subsequent

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thereto and shall not alter or affect its enforcement.

Section 20.2. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall as a common expense maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

Section 20.3. Delegation of Use. Any Owner may

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delegate, in accordance with the By-Laws of the Association, his or her right of enjoyment to the Open Space Lots and Spartina Drive and facilities to the members of his or her family, tenants, and social invitees.

Section 20.4. Owner's Right to Support. Each Owner shall have the right to lateral support for his or her Lot, and such right shall be appurtenant to and pass with the title to each Lot.

Section 20.5 Easements for Utilities, Etc.. There is hereby reserved, to the Association, the power to grant blanket easements upon, across, over, and under all of the Open Space Lots and Spartina Drive for ingress and egress, installing, replacing, repairing and maintaining master television antenna systems, security, and similar systems, and all utilities, including, but not limited to, water, sewers, telephones, gas and electricity. The Board of Directors shall, upon written request, grant such easements as may be reasonably necessary for the development of any property made subject to this Declaration. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the "OPEN SPACE LOTS" or Spartina Drive, except as may be approved by the Board of Directors or as provided in the Plats or as constructed pursuant to the easements reserved by the Declarant. Should any entity furnishing a service covered by the general easement herein

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provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement on said "OPEN SPACE LOTS" and "Spartina Drive" without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement.

Section 20.6. Construction and Sale. Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Lots shall continue, it shall be expressly permissible for Declarant to maintain and carry on upon Lots owned by it and portions of the Open Space Area such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Lots, including, but not limited to, business offices, signs, model units, and sales offices, and the Declarant shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use Lots owned by the Declarant as models and sales offices. This Section may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this Section 20.6 shall terminate upon the earlier of (a) ten (10) years from the date this Declaration is recorded or (b) upon the Declarant's recording a written statement that all sales activity by it has ceased.

Section 20.7. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

Section 20.8. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

Section 20.9. Captions. The captions of each Section hereof, as to the contents of each Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Section to which they refer.

Section 20.10 Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor representatives, successors and assigns, they do covenant and of the now-living descendants of Elizabeth, Queen of England.

Section 21. The Grantee of any lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the executing of a contract for the purchase thereof, whether from the Declarant or a subsequent Owner of such lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. Further, that by acceptance of such deed or execution of such contract, such persons do acknowledge the rights and powers of the Declarant and of the Association with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, they do covenant and agree and consent to and with the Declarant to and with the Association and to and with the Grantees and subsequent Owners of each of the lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration of Restrictions this ____ day of _____, 2001.

MARK GOLBERG

STATE OF _____
COUNTY OF _____

In _____ on the ____ day of _____, 2001, before me personally appeared MARK GOLBERG, to me known and

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known by me to be the party executing the foregoing instrument and he acknowledged said instrument by him executed, to be his free act and deed.

Notary Public