

BARRISTER'S COURT CONDOMINIUM ASSOCIATION
AMENDMENT TO DECLARATION

Pursuant to section 8.1 of the Declaration of Condominium and its amendments as recorded in the land evidence records in the City of Providence in Book 1960 at Page 93 et seq. and R.I.G.L. §34-36.1-2.17, the Barrister's Court Condominium Association Declaration of Condominium is hereby amended as follows:


Article 4, Section 4.4 – Assessments

Assessments against the unit owners for their share of the items of the budget shall be made for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. Such assessments shall be due in twelve (12) equal payments of the first day of each month of the year for which the assessments are made. Any unit owner who does not pay the monthly assessment prior to fifteen days after the due date will be fined an amount equal to fifty (\$50.00) dollars for the first offense as a unit owner and one hundred (\$100.00) dollars for every offense thereafter. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last year's prior assessment and monthly payments thereon shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessment therefore may be amended at any time by the Executive Committee if the amounts of the amended budget do not exceed the limitations thereon for that year. Any account which does exceed such limitations shall be subject to the approval of the unit owners as heretofore required.

Article 4, Section 4.5 – Special Assessments

In the event the Executive Board determines that a Special Assessment, in addition to the monthly assessments as set forth in section 4.4, is necessary, the Unit Owners shall make timely payments in accordance with the schedule of payments as set forth by the Executive Board for the Special Assessment. Any Unit Owner who fails to pay the Special Assessment, in full, by the designated due date, shall incur an additional fee of five-hundred (\$500.00) dollars for each month the Special Assessment remains not paid in full. If the association engages the services of an attorney to protect its interest and/or collect the outstanding Special Assessment and associated fees, the Unit Owner shall be responsible for any and all attorney fees and costs related thereto.

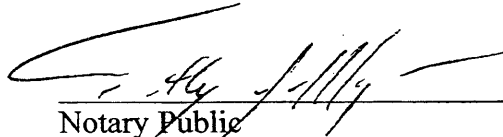
I, Patricia M. Lawlor, as Secretary of the Barrister's Court Condominium Association, hereby execute the aforesaid amendment and certify that the amendment was duly noticed to the association, discussed, voted upon and approved by at least sixty-seven (67%) percent in interest of all Unit Owners, cast in accordance with the provisions of the By-Laws of the Association.



Patricia M. Lawlor, Secretary
Barrister's Court Condominium Association

State of Rhode Island
County of Providence

In Providence on the 4th day of February, 2008, before me personally appeared Patricia M. Lawlor, Secretary of Barrister's Court Condominium Association, to me known and known by me to be the party executing the foregoing instrument for and on behalf of said Association, and s/he acknowledged said instrument by him/her to be his/her free act and deed, in his/her said capacity as Secretary of the Association and the free act and deed of said Association.


Notary Public
My Commission Expires: 12-06-09
Timothy J. Morgan

Return to:
Timothy J. Morgan, Esq.
33 College Hill Road, Suite 15G
Warwick, RI 02886

RECEIVED:

Providence
Received for Record
Feb 05, 2008 at 10:33:51A
Document Num: 00002800
John A. Murphy
Recorder of Deeds

BARRISTER'S COURT CONDOMINIUM ASSOCIATION
AMENDMENT TO BY-LAWS

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Article 2, Section 2.11(g) – Powers and Duties of Executive Committee

(g) To enforce by legal means the provisions of the Act, the Declaration, these By-Laws and the rules and regulations for the use of the Property. In the case of any violation of the rules and regulations by a Unit Owner, the Executive Committee shall have the power to assess a fine of One Hundred (\$100.00) Dollars per violation, against such Unit Owner, which fines shall be a lien upon a Unit enforceable in the same manner as a lien for Common Expenses.

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Patricia M. Lawlor
Patricia M. Lawlor, Secretary
Barrister's Court Condominium Association

RECEIVED:
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Document Num: 00002801
John A. Murphy
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State of Rhode Island
County of Providence

In Providence on the 4th day of February, 2008, before me personally appeared Patricia M. Lawlor, Secretary of Barrister's Court Condominium Association, to me known and known by me to be the party executing the foregoing instrument for and on behalf of said Association, and s/he acknowledged said instrument by him/her to be his/her free act and deed, in his/her said capacity as Secretary of the Association and the free act and deed of said Association.

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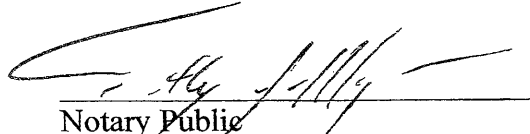
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Patricia M. Lawlor, Secretary
Barrister's Court Condominium Association

State of Rhode Island
County of Providence

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Notary Public
My Commission Expires: 12-06-08
Timothy S. Morgan

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RIPAC

RHODE ISLAND PROPERTY ADVISORY COMPANY

Management • Leasing • Sales • Maintenance

181 Knight Street, Warwick, RI 02886

Tel (401) 736-8300 • Fax (401) 737-6765 • Toll Free (800) 764-1400

NOTIFICATION

DATE: October 24, 2005

TO: Unit Owners,

FROM: Matt Maguire, Property Manager

RE: New Pet Regulations

The Executive Board has modified the existing rules and regulations with respect to pet ownership at Twenty-Two Miles Owners Association to read as follows,

Domestic animals, EXCLUSIVE OF DOGS, may be kept by unit owners only with prior written consent from The Executive Board provided that they are not kept for any commercial purposes, do not constitute a nuisance to others and are kept in strict accordance with any rules and regulations related to household pets promulgated by The Executive Board and with local laws and animal health laws.

The owning and keeping of a dog(s) is strictly prohibited.

This rule does not apply to a trained or certified Seeing Eye dog attended by a blind person.

FIRST AMENDMENT TO THE DECLARATION OF BARRISTER'S COURT CONDOMINIUMS

Reference is hereby made to that certain Declaration of Condominium of Barrister's Court, dated March, 1988 and recorded with the land evidence records in the City of Providence, in Book 1960 at page 93. The Executive Board of Barrister's Court Condominium Association, at a meeting duly called with a quorum in attendance did on this date amend pursuant to Article 4 sub-section 4.4 of the Bylaws of Barrister's Condominium Association as follows:

4.4 Assessments. Assessments against the unit owners for their share of the items of the budget shall be made for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. Such assessments shall be due in (12) twelve equal payments on the first day of each month of the year for which the assessments are made. **Any unit owner that does not pay the monthly assessment prior to fifteen days after the due date will be fined an amount equal to twenty-five dollars for the first offense and one hundred dollars for every offense thereafter.** If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly payments thereon shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessment therefore may be amended at any time by the Executive Committee if the amounts of the amended budget do not exceed the limitations thereon for that year. Any account which does exceed such limitations shall be subject to the approval of the unit owners heretofore required.

Except as set forth above, the Declaration and bylaws, plats and plans of the Barrister's Court Condominium Association shall remain in full force and effect as originally executed and recorded, except as previously amended.

IN WITNESS WHEREOF, BARRISTER'S COURT CONDOMINIUM
ASSOCIATION EXECUTIVE BOARD, has caused this Amendment to be
executed on this 25th day of October, 2006.

Barrister's Court Condominium Association By:

Nancy Fine
Nancy Fine, President

STATE OF RHODE ISLAND

COUNTY OF Providence

In Providence on the 25th day of October, 2006,

Before me personally appeared Nancy Fine, to me known and identified has
acknowledged the execution of this instrument to be her free act and deed in her said
capacity as President of Barrister's Court Condominium Association.

[Signature]
Notary Public

My commission expires 11/17/09

RECEIVED:

Providence
Received for Record
Oct 24, 2006 at 12:26:17P
Document Num: 00159314
Barbara Trancy
Recorder of Deeds

PURCHASERS SHOULD READ THIS DOCUMENT
FOR THEIR OWN PROTECTION

PUBLIC OFFERING STATEMENT

BARRISTER'S COURT CONDOMINIUMS

NAME OF CONDOMINIUM: BARRISTER'S COURT CONDOMINIUMS

LOCATION: 22 Miles Avenue
Providence, Rhode Island 02906

DECLARANT: BARRISTER'S COURT ASSOCIATES
950 SMITH STREET
PROVIDENCE, RHODE ISLAND 02908

EFFECTIVE DATE OF PUBLIC
OFFERING STATEMENT: March, 1988

PREFACE

Condominium development, regulation and sales are governed by the Rhode Island Condominium Act of 1982 which is found in Title 34 Chapter 36.1-1.01 through 36.1-4.20 of the Rhode Island General Laws. This Act applies to condominiums created after July 1, 1982, and is fully applicable to the development of BARRISTER'S COURT CONDOMINIUMS.

Under the Act, Rhode Island Law requires that the original seller of condominium units disclose fully and accurately the characteristics of the units being offered for sale. This Public Offering Statement is the means by which such disclosure is to be made.

Under the law a purchaser of a condominium unit is

afforded a ten-day period during which he or she may cancel the contract of sale and obtain full refund of any sums deposited in connection with the contract. Unless the purchaser receives the Public Offering Statement more than ten days prior to entering into a contract, the ten-day period begins running on the contract date or the date of delivery of the Public Offering Statement, whichever is later. If the declarant fails to provide a Public Offering Statement to a purchaser before conveying the unit, the purchaser may recover from the declarant ten percent of the sales price of the unit. The purchaser should inspect the unit and all common areas and obtain professional advice. If the purchaser elects to cancel, he must deliver notice of cancellation to the Declarant by hand or by United States mail, return receipt requested.

If the purchaser receives the public offering statement more than ten (10) days before signing a purchase contract, he may not cancel the contract.

BARRISTER'S COURT CONDOMINIUMS

PUBLIC OFFERING STATEMENT

INTRODUCTION

BARRISTER'S COURT ASSOCIATES ("Declarant") presents its proposal for condominium ownership of certain real estate located in Providence, Rhode Island, on Miles Avenue, which contains one, (1), building with ten, (10), Townhouse Units.

This Public Offering Statement consists of two parts, a narrative portion and an exhibit portion. The exhibits include legal documents which are required for the creation and operation of the Condominium and proposed budget. The narrative portion of the Public Offering Statement is intended to summarize the significant features of the exhibits and also to present other information of interest to the prospective purchaser. In the event of any inconsistency between the exhibits and the narrative, the provisions of the exhibits will govern.

A. THE CONDOMINIUM CONCEPT:

The term "condominium" refers to a form of property ownership. Property which is owned as a condominium contains two distinct types of property -- Units and Common Elements. Units are portions of a condominium which are set aside for individual ownership. In the case of a residential condominium such as BARRISTER'S COURT CONDOMINIUMS, the Units are the separate living quarters which may be used only by the Unit Owner or his tenant. Common Elements, on the other hand, are all portions of the condominium which are not included within the Units. The Common Elements constitute the land and those portions of the structures

which support, enclose or service the Units. Each Unit Owner owns an "undivided interest" in the Common Elements. An undivided interest is a fractional or percentage share of ownership of all of the Common Elements. In this Condominium, the undivided interest is a percentage and is hereinafter referred to as a "Common Element Interest." The ownership of an undivided interest gives the Unit Owner the right to participate in the control and management of all the Common Elements but such ownership carries with it the obligation of each Unit Owner to pay his share of the normal expenses of operating and maintaining all of the Common Elements. It is the ownership of an undivided interest in the Common Elements which sets condominium ownership apart from other forms of property ownership.

Certain Common Elements are designated Limited Common Elements. A Limited Common Element is a portion of the Common Elements assigned to a particular Unit. The Unit Owner of the Unit to which a Limited Common Element is assigned has an exclusive right to use the Limited Common Element.

The Declaration, a copy of which is attached as Exhibit "1" to this Public Offering Statement, is the legal document which created the Condominium. The Declaration is effective when placed on record in the Land Evidence Records in the City of Providence. The Declaration establishes the boundaries of the Condominium as it exists. The Declaration also sets the boundaries of and percentage of the Common Element Interest appurtenant to each Unit. In addition, the Declaration establishes special property rights within the Condominium, such as easements.

The Declarant does not have a right to expand the Condominium within the Declaration, the ten (10) existing Townhouse Units comprise all the units to be build within the Condominium property.

The Units in the Condominium are restricted to residential use, except that the Declarant may use any unsold Units as models or as sales offices.

INDIVIDUAL UNITS

Generally speaking, each Unit consists of the space bounded by the walls, floor and ceiling of the Unit. the Unit also includes any floor covering and wall covering, exterior doors and windows, the mechanical apparatus and any portion of the plumbing, electrical and mechanical systems serving only that Unit. The size of each Unit is shown on the Maps of Survey, which indicate the Unit. The building submitted to condominium consists of ten (10) Townhouse Unite and contains three stories. Each Unit contains a living room, dining area, kitchen, 1-1/2 or 2-1/2 bathrooms, two bedrooms, family room, garage and storage areas. Each Unit is equipped with central air conditioning. Outdoor decks, patios and driveways are Limited Common Areas with respect to each Unit.

C. COMMON ELEMENTS:

The Common Elements constitute all of the Condominiums, other than the Unit. The following items are the major Common Elements of the Condominium: all of the land, the supporting structure of the building, exterior walls, walls separating

Units, portions of plumbing, electrical, heating, mechanical and other systems, if any, serving more than one Unit, entrance ways, stairs, surface parking areas, storage spaces, etc..., serving more than one unit.

As indicated above, each Unit has an appurtenant Common Element Interest. The Common Element Interest assigned to each Unit is tied to the ownership of the Unit. The Common Element Interest is calculated by proportioning the square footage of a particular Unit to the total square footage of all the units within the Condominium Project. The Common Element Interest appurtenant to each Unit is listed in Exhibit "C" to the Declaration which is attached to this Public Offering Statement.

The electrical system for the building has individual electric meters of each Condominium Unit so that each unit can, therefore, control its own electric use and each Unit will be billed by the electric company for the electricity it uses. Water charges are also metered individually for each Unit. Electricity charges for the Common Elements will be a common expense included in the monthly assessments. Heat is metered individually, and each Unit will get its own bill.

D. DECLARANT:

The Declarant, BARRISTER'S COURT ASSOCIATES, is a Rhode Island General Partnership having ROBERT J. COSENTINO, WILLIAM J. RIVELLI, JOHN FRANCISCO and EDWARD CIVITO as its partners and maintains an office at 950 SMITH STREET, PROVIDENCE, RHODE ISLAND 02908.

E. TERMS OF OFFERING

Offering prices for the Units in the Condominium have been tentatively established at this time and will be subject to

change at any time prior to execution of Purchase Agreements for individual Units. Different purchasers may pay different prices for similar units at the sole discretion of the Declarant. Initial offering prices in March of 1988 ranged between \$200,000.00 to \$300,000.00 for various Units.

A Unit Purchaser may apply for financing from any lender or may pay all cash at settlement. The Declarant has not obtained loan commitments from any lender for the project.

Owner's title insurance is available to the Purchaser at the closing for a charge to the Purchaser if it is so desired.

Upon execution of a Sales Agreement, the Purchaser's deposit will be held in an escrow account by a Rhode Island licensed real estate broker, or other authorized party, pursuant to the Rhode Island Condominium Act. This deposit will be given to the Declarant at the closing or returned to the Purchaser if he is so entitled thereto.

F. ENCUMBRANCES:

The Condominium is subject to the normal utility easements or water, sewer, electric and telephone lines. In addition, the Condominium is subject to easements created by the Declaration which are:

(1) Easements or encroachments. By virtue of this easement, Unit Owners and the Unity Owners' Association are protected in the event that a Unit or Common Element encroaches upon another Unit or Common Element.

(2) Easements for all utilities as required within the building.

(3) Easement for use for sale purposes. The Declarant may use any unsold Units in the Condominium as models or as sales offices and may place advertising signs on the Condominium Property.

(4) Easement for ingress and egress. Each Unit Owner has a right of access to the Common Elements, subject to rules, regulations and restrictions established by the Association.

(5) Easement for access to Units. Authorized representatives of the Association, including the Declarant, may enter any Unit to the extent necessary to correct conditions threatening other Units or the Common Elements, to make repairs to Common Elements which are accessible only from that Unit, or to correct conditions which constitute violations of the Declaration, By-Laws or Rules and Regulations. Notice must be given to the Unit Owner prior to entry except in emergencies when a Unit may be entered without notice. In the event of violation of the Declaration, By-Laws or Rules and Regulations, the violation may be corrected without the consent of the Unit Owner, and the Unit Owner may be charged with the resulting expense.

(6) Easement for Support. Each Unit Owner has the benefit of a restriction upon the action of a neighboring Unit Owner, or the Association with respect to the Common Elements, which would endanger the stability or safety of his unit.

(7) Easement for Construction. The Declarant has an easement to cross common areas for purposes of completing construction of the project.

All the above easements are duly incorporated in the Condominium Documents recorded in the Land Records of the City of

Providence.

The Units will be conveyed free of any liens other than those placed on the unit by the Purchaser and taxes or charges assessed, but not yet due and payable. There is presently one mortgage on the Condominium property to Marquette Financial Corp. of Warwick, R.I. The mortgages will be fully released as to each unit sold at the closing for that Unit. In the event that Declarant subsequently places other mortgages on the Condominiums, those mortgages will likewise be fully released as to any Unit sold so that the Unit is conveyed free and clear of all liens.

G. RESTRICTIONS ON TRANSFER:

There are no restrictions on resale of a unit by the Unit Owner. Leasing of units is subject, however, to the following restrictions: The Lease must be for no less than six (6) months; the Lessee may not be provided with hotel services, such as room service or bell-boy service, and the Lease must be in writing and expressly subject to the provisions of the Declaration, the By-Laws, the Act, and the Rules and Regulations of the Association, as the same may from time to time be amended or promulgated under the Condominium Documents.

H. UNIT OWNERS' ASSOCIATION:

The Unit Owners' Association is known as BARRISTER'S COURT CONDOMINIUM ASSOCIATION, INC. The Association is organized as an incorporated nonprofit corporation which will be filed with the Rhode Island Secretary of State. The Association is the organization responsible for governing the Condominium. Each

Unit Owner has a vote in the Association proportionate to the percentage of Common Element Interest appurtenant to his unit. The Vote for each unit is equal to the Common Element Interest listed for the Unit in Exhibit "C" to the Declaration, as amended from time to time.

All of the normal operations of the Association will be accomplished under the direction of an Executive Board of from three to nine members. Each member of the Executive Board must be a Unit Owner, or a person appointed by the Declarant.

The Executive Board shall elect officers and shall have the powers and duties as stated in the Declaration and in the By-Laws section of the BARRISTER'S COURT CONDOMINIUM ASSOCIATION, INC.

The Board may employ a managing agent, if it so desires. Until the entire development has been at least eighty (80%) percent sold, the Declarant plans to retain certain levels of control of the Board.

The Declarant will appoint the initial Executive Board. Upon the sale of twenty-five (25%) percent of the units to be developed, at least one (1) member must be elected by unit owners other than the Declarant, and upon the sale of fifty (50%) percent of the Units to be developed, at least one-third of the members of the Executive Board must be elected by Unit Owners other than the Declarant.

The operation of the BARRISTER'S COURT CONDOMINIUM ASSOCIATION, INC., is governed by the By-Laws, which are a part of the Condominium Declaration, and will be recorded with the Declaration in the Land Evidence Records in the City of Providence. The By-Laws provide for annual and special meetings,

common expense assessments, insurance, restrictions on the use of Units, and Common Elements and numerous other matters affecting the occupancy and operation of the Condominium.

The By-Laws may be amended in the same manner as the Declaration may be amended, which is by a vote of at least sixty-seven (67%) percent in interest of all Unit Owners.

I. ZONING:

The property is properly zoned for the maximum of ten, (10) Townhouse Units which may be created in the Condominium Development. The zoning was granted by the Providence Zoning Board in May of 1987.

J. FINANCIAL MATTERS:

It will be the duty of the Executive Board to assess the Unit Owners to obtain funds necessary to meet the budget of the Association. The assessment will be made on an annual basis, but payment on the assessment will be on a monthly basis. On the first day of each month, each Unit Owner will pay an installment of one-twelfth (1/12th) of the amount of the annual assessment. Each Unit Owner will also place two months of common charge with the Association for working capital which shall be rebated to said Owner upon his sale of his Unit, so long as all his other charges and assessments are current.

The amount assessed against each Unit will be based on the Common Expense Liability appurtenant to the Unit. Each Unit Owner will be responsible for payment of that percentage of the total annual budget which is equal to the Common Expense Liability pertaining to his unit. The Declarant will pay full

Common Expense assessments on each Unit it owns in the Condominium Development monthly upon completion of that Unit.

The budget will cover all anticipated Common Expenses for the upcoming fiscal year. The budget will also include whatever amount the Executive Board considers necessary as an adequate reserve to provide for unforeseen contingencies, working capital and repair or replacement of Common Elements. Declarant feels the present reserve indicated in the budget should be adequate as building and units are of entirely new construction and should be maintenance free for a period of time.

The Declarant has prepared a budget for the first year of the Condominium's operation. A copy of the budget is attached to this Public Offering Statement as Exhibit "2." The budget figures are, of course, estimates and the Declarant cannot be certain that sufficient funds have been budgeted to cover all Common Expenses that may be incurred. The figures are based on personal information belonging to the Declarant. The figures represent the best estimates available. In the event that insufficient funds are budgeted for any given fiscal year, the Executive Board may levy a special assessment to make up the budget deficit. Any special assessment will be payable by Unit Owners either in a lump sum or in installments, as the Executive Board determines.

A Unit Owner must pay directly all of the costs of maintenance and repair for his own Unit. The charges for utilities for the Common Areas will be apportioned among all Unit Owners.

All of the amounts assessed against the Unit give rise

to a lien on that Unit. If the assessments are not paid when due, the Association may perfect the lien as provided for in the Condominium Act.

K. INSURANCE

The Executive Board will obtain insurance to protect the Association, and to a certain limited extent the Unit Owners as individuals.

Each building including the Units, will be covered by fire and property damage insurance. The coverage will be "all-risk" and in an amount equal to the full replacement cost of the building. The coverage will not insure personal property belonging to a Unit Owner. A Unit Owner should obtain his own insurance to cover contents of the Unit and should be sure to discuss this with his personal insurance representative to determine that he has proper insurance. The Declarant strongly recommends that each Unit Owner obtain insurance coverage on his personal property and liability exposure not covered by the Association policy. The Unit Owner may also want to insure any improvements to his Unit to the extent that the improvements increase the value of his Unit beyond the limited coverage provided by the policy maintained by the Association. The insurance information page attached to this Public Offering Statement indicates present insurance carried.

L. TAXES:

Real property taxes will be levied separately against each individual Unit as of the December 31st subsequent to that Unit being submitted to condominium. From that point forward,

each Unit Owner will be responsible for the payment of the taxes on his own Unit. The assessed value of Units is presently unknown since the City Tax Assessor will not be assessing the initial Units until after December 31, 1988 and the figures will not be available to the public until early or mid 1989. For 1988 assessed December 31, 1987 the taxes will not be separate and shall be adjusted at each closing between the Declarant and the buyer.

M. HOUSING AND BUILDINGS CODES:

The building containing the Units consists of entirely new construction. All construction is being performed in conformity with the provisions of the present housing and building codes in force in Providence, Rhode Island. No housing violations or code violations exist with respect to the building or units.

N. WARRANTIES:

The only warranties provided by the Declarant are those expressly provided in Section 36.1-4.13 and 36.1-4.14 of the Act. The Declarant warrants to each purchaser of the Unit that the Declarant will correct any "Warranted Defects" appearing in his Unit within one (1) year from the date the Unit is conveyed to the purchaser and Declarant warrants to the Condominium Association that the Declarant will correct any "Warranted Defects" appearing in the Common Elements within a one (1) year period commencing upon the later of the time on which the work or improvements to the particular Common Element are completed or the date the first Unit in that phase of the condominium was conveyed to a bona fide purchaser. The term "Warranted Defects"

means defects in materials used or installed by the Declarant and defects caused by unsound and unworkmanlike construction.

The procedure for making warranty claims and limitations with respect to such claims are set forth on a closing document which will be signed by the Declarant and the purchasers. No claim arising out of any of the warranties may be brought unless prior to the expiration of the one (1) year warranty period, the purchaser has sent written notice by certified mail, return receipt requested, or hand delivered said notice, specifying the alleged breaches of warranties.

The Declarant makes no warranty as to fitness for a particular purpose or merchantability of any consumer products sold within the Unit, but will make available to any purchaser, any warranty on any item purchased by the Declarant which is provided to the Declarant by the manufacturer.

Any suit against the Declarant based on a breach of warranty, will be required to be brought within two (2) years after the cause of action arises. Each purchaser will execute an agreement to this effect at the closing.

O. GENERAL INFORMATION:

Any information or data regarding the Condominium not presented in this Public Offering Statement or contained in the Exhibits must not be relied upon. No person has been authorized by the Declarant to make any representation not expressly contained herein. This presentation may not be changed or modified orally.

The Declarant reserves the right to change the terms of

this Public Offering Statement as they affect potential purchasers not then under contract; provided, however, that any such change shall not affect the Common Element Interest, Common Expense Liability or vote or the substance of the Public Offering Statement with respect to prior purchasers or purchasers under contract other than the changes allowed for in the Declaration.

In the event you have any questions concerning the Public Offering Statement or the Condominium Documents as filed, you should obtain professional advice upon which to form your opinion.

P. ESCROW AGENT

The Declarant has chosen ROBERT J. COSENTINO, Attorney of Providence, Rhode Island, to act as escrow agent regarding deposits on sales of the condominium Units. Other parties, as provided for by law, may also act as escrow agent for such deposits.

INSURANCE INFORMATION

CATEGORY	TYPE	AMOUNT	CARRIER
Property Insurance:	All risks of loss coverage excluding nuclear war, backup of sewers, flood, earthquake, and wear and tear	100 percent of current replacement cost (excluding land; foundations and excavations)	
Liability:	Comprehensive public liability	\$1,700,000.00	

Directors' and Officers' insurance coverage for the Executive Committee and officers of the Association in the amount not less than One Hundred Thousand (\$100,000.00) Dollars (to be added upon election of initial Executive Board).

EXHIBIT 2
 PROJECTED BUDGET
 BARRISTER'S COURT CONDOMINIUM

<u>Services</u>	<u>Per Month</u>
1. Refuse Removal	\$140.00
2. Snow Removal	82.00
3. Common Lighting/Electric	100.00
4. Insurance	360.00
5. Landscaping	80.00
6. Common Water & Sewer	120.00
7. Supplies, Office, etc.	18.00
8. Reserve	180.00
9. Maintenance	<u>60.00</u>
TOTAL	* \$1,140.00

*Common Charge has been established for the first year through December 31, 1988, based upon the above budget. Each Unit will pay the monthly amount set forth below which constitutes its common expense liability based on pro-rata square footage. The balance of any common charges collected, over and above expenses will be put into a reserve fund, which will be property of the Association, to be used as required.

<u>Unit</u>	<u>Per Month</u>
1	\$111.72
2	121.64
3	143.53
4	96.56
5	96.56
6	96.56
7	96.56
8	143.53
9	121.64
10	111.72

Declaration of
Condominium

DECLARATION OF CONDOMINIUM
BARRISTER'S COURT CONDOMINIUMS

BARRISTER'S COURT ASSOCIATES (hereinafter called the ("Developer" and/or "Declarant"), being the owners in the fee simple of that certain real property and improvements thereon situated on Miles Avenue in the City of Providence, (the "Municipality"), County of Providence and State of Rhode Island, and more particularly described in Exhibit "A" attached hereto and made a part hereof, by duly executing and recording this Declaration of Condominium with the Records of the Land Evidence of the Municipality, does hereby submit said real property and improvements thereon, and all easements, rights and appurtenances belonging thereto to the provisions of Chapter 36.1 of Title 34, also known as the Rhode Island Condominium Act of 1982, General Laws of Rhode Island, 1956 as amended (hereinafter referred to as the "Act") and does hereby state that it proposes to create and does hereby create, with respect to said real property and improvements thereon, a condominium to be governed by and subject to the provisions of the Act, to be known as BARRISTER'S COURT CONDOMINIUMS.

ARTICLE I. DEFENITIONS

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

1.1 "Act" shall mean Chapter 36.1 of Title 34, General Laws of Rhode Island, 1956 as amended.

1.2 "Articles of Association" shall mean the Articles of Association of the Association of BARRISTER'S COURT CONDOMINIUM

ASSOCIATION, INC., filed in the Office of the Secretary of State of Rhode Island, on _____, 19__, as the same may from time to time be amended.

1.3 "Association" shall mean BARRISTER'S COURT CONDOMINIUM ASSOCIATION, INC., a Rhode Island nonbusiness corporation as organized under Section 34-36.1-3.01 of the Act.

1.4 "By-Laws" shall mean the By-Laws of the Association which are attached to this Declaration as Exhibit "B", as the same may from time to time be amended and/or restated.

1.5 "Allocated Interests" means the undivided interest in the common elements, common expense liability, and votes in the Association allocated to each Unit.

1.6 "Building" shall mean a structure containing condominium Units not attached to any other building and comprising a part of the Property.

1.7 "Common Elements" shall mean all costs, expenses and other liabilities (a) incurred in the administration, maintenance, repair or replacement of Common Elements and Facilities; (b) incurred by the Association and Executive Committee pursuant to the exercise of its duties and obligations under the Declaration, the By-Laws and The Act; (c) determined to be Common Expenses by the provisions of this Declaration, the By-Laws or the Act. Common Expenses shall not include any costs, expenses or liabilities incurred in the course of any construction by Developer, all of which shall be at the expense of the Developer.

1.9 "Common Profits" shall mean the excess of all receipts of assessments and other payments to the Association after deduction of Common Expenses and amounts reserved for payment of Common Expenses.

1.10 "Declaration" shall mean this Declaration of Condominium as the same may from time to time be amended and/or restated.

1.11 "Developer" and/or "Declarant" shall mean BARRISTER'S COURT ASSOCIATES, their successors and assigns.

1.12 "Limited Common Elements and Facilities" shall mean that portion of the Common Elements and Facilities, appurtenant to or associated with or reserved for the use by one or more particular Units, including those Limited Common Elements as provided in Seciton 36.1-2.02 (2) and (4) of the Act, including all walkways, patios, mail boxes and other areas intended for the exclusive use of such Units.

1.13 "Executive Committee" shall mean those persons elected from time to time as members of the Executive Committee of the Association pursuant to this Declaration, the By-Laws and/or the Act.

1.14 "Property" shall mean the real property, together with all buildings and improvements now or hereafter located thereon, all easements, rights and appurtenances belonging thereto and all articles of personal property intended for use in connection therewith.

1.15 "Plats and Plans" shall mean those plats and plans of the Property referred to in Section 2.1 as recorded with

the Records of Land Evidence of the Municipality, as the same may from time to time be amended.

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

1.17 "Unit Owner" shall mean the Declarant or other person or persons owning in fee simple, a Unit and the undivided interest in the Common Elements and Facilities in the percentage specified and established in Section 2.3 hereof.

1.18 Words not specifically defined herein shall have the meaning assigned by the Act.

ARTICLE 2. PROPERTY, BUILDINGS, UNITS

2.1 Submission to Condominium. The Property is hereby submitted to and shall be subject to the Act. The Plats and Plans being a record of survey map of the Property, including diagrammatic floor plans of the buildings identifying each Unit, consisting of _____ sheets prepared by _____, dated _____, 19____, and styled BARRISTER'S COURT CONDOMINIUMS, as required by the Act, shall be recorded with the Records of Land Evidence of said Municipality upon the recordation of the Declaration.

2.2 Buildings. There is presently on the Property one, (1), Building containing ten, (10), Townhouse Units. The Building is comprised to three stories and is generally of wood

frame and brick/wood clapboard siding construction.

2.3 The Units. The designation of each Unit, a designation of the Building in which it is located and its percentage of undivided interest in the Common Elements and Facilities within the Property and an identification of the Limited Common Elements and Facilities, if any, adjacent to, associated with or reserved for each Unit are set forth in Exhibits "A" and "C" attached hereto and made a part hereof. Such percentage of undivided interest shall be of permanent character. The boundaries of each of the Units with respect to the floors, ceilings, walls, doors and windows thereof shall be as follows: (a) Floors, the plane of the unfinished and undecorated upper surfaces of the wood or concrete floor; (b) Ceilings, the plane of the drywall of the ceiling; (c) Vertical Boundaries, as to exterior perimeter walls, the plane of the unfinished and undecorated interior surface of the drywall; as to the doors, the exterior surface of the glass and the window frames. In addition, each Unit shall include the heating apparatus and/or air conditioning equipment appurtenant to such Unit, if any, whether or not the same are located in the Unit; the electrical wiring, outlets, and receptacles commencing with and including the electric meter box (including any exterior lighting fixtures) appurtenant to and/or within the Unit; and the plumbing fixtures, pipes (for gas, water or similar services) and valves within the perimeter of the Unit and serving only such Unit. A Unit shall not include any load-bearing members of walls and partitions located within the perimeter of such Unit or any pipes, wires, ducts, flues, chutes, conduits, common utility

lines and structural components within the perimeter of such Unit but utilized by, or serving, another Unit or Units or a part of the Common Elements and Facilities.

2.4 Alterations.

(a) The Developer reserves the right to change the interior design and arrangement of all Units and to alter the boundaries between Units, so long as Developer owns the Units so changed or altered. If more than one Unit is altered, the percentage undivided interest in the Common Elements and Facilities shall be appropriately reapportioned between or among the altered Units. All such changes or alterations shall be reflected by an amendment of this Declaration which shall be approved as provided in Article 8 of the Declaration.

(b) No Unit Owner shall make or cause to be made any alterations or changes in or to the exterior or structure of any Unit without first obtaining the written consent of the Executive Committee or the Unit Owners as required by the Act. The Executive Committee or Unit Owners in determining whether to give its consent or to withhold its consent, shall take into account the architectural, aesthetic and economic effects of such proposed alteration or change on the overall condominium plan. If the Executive Committee or the Unit Owners, as the case may be, consent to an alteration or change, then the Unit Owner or Owners of the Unit or Units to which such alteration or change is applicable shall be responsible for effecting, maintaining and repairing such alteration or change, unless the Executive Committee or the Unit Owners, as the case may be, determine

otherwise.

2.5 Schedule of Individual Unit Information. The identifying number, Common Element Interest, Common Expenses Liability, and votes in the Association for each of the Ten (10) Townhouse Units are as follows:

Identifying No. Building No. Unit No.	Gross Sq. Ft. Per Unit	Common Element Interest Per Unit	Common Expense Liability Per Unit	Votes in the Association
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EXHIBIT "C"

1	1735	9.80%	9.80%	9.80
2	1890	10.67%	10.67%	10.67
3	2230	12.59%	12.59%	12.59
4	1500	8.47%	8.47%	8.47
5	1500	8.47%	8.47%	8.47
6	1500	8.47%	8.47%	8.47
7	1500	8.47%	8.47%	8.47
8	2230	12.59%	12.59%	12.59
9	1890	10.67%	10.67%	10.67
10	1735	<u>9.80%</u>	<u>9.80%</u>	<u>9.80</u>
		100%	100%	100

The total of the individual interests in all of the Units equal one hundred (100%) percent.

The maximum number of Units which one declarant reserves the right to create in the within project is Ten (10), Townhouse Units. The Ten (10) Townhouse Units are the only Units, which will be built on the Condominium Property.

2.6 Common Element Interest and Common Expense Liability in the Association have been determined by taking the ratio of the size of each Unit (in square feet as determined in the manner prescribed herein) to the total square footage of all Units in the Condominium. The listed square footage for each Unit is based upon dimensions which are approximate and the calculations have been rounded. Votes have been determined upon the same basis as allocation of Common Element Interest and Common Expense Liability. The Common Element Interest, Common Expense Liability and votes in the Association shown for each Unit are subject to change in the event Declarant or the Executive Committee at the request of any Unit Owner changes the allocations to a Unit pursuant to the procedure set forth in Sections 34-36.1-2.12 or 2.13 of the Condominium Act.

2.7 Use of Units. The Building and each of the Units are intended for and limited solely to residential purposes. No use may be made of any Unit except as a residence for the Unit Owner or the Unit Owner's permitted lessees and members of their immediate families and such other ancillary uses not in conflict herewith as may be permitted by the Association. A Unit Owner may lease the Unit Owner's Unit provided that (a) such lease is not for a period less than six (6) months, (b) the lessee is not provided with hotel services such as room service or bellboy service, and (c) such lease is in writing and expressly subject to the provision of this Declaration, the By-Laws and the Act, and the rules and regulations (as the same may from time to time be amended) promulgated hereunder or under the By-Laws.

ARTICLE 3. COMMON ELEMENTS AND FACILITIES

3.1 Common Elements and Facilities. The Common Elements and Facilities consist of all of the Property except the Units including, without limitation, all elements of the Building and property not included in any Unit as follows:

(a) The real property described in Exhibit "A";

(b) The foundations, columns, girders, beams, support, roofs and entrances and exits of the Building, and exterior and interior walls within the Building (other than any portion of said exterior and interior walls included in the Units as specified in Section 2.3 hereof);

(c) The lobbies, halls, corridors and appurtenant facilities if any service more than one Unit, passageways, fire extinguishers and other facilities therein, public stairways, and other areas serving more than one Unit;

(d) Installations of services such as power, light, gas, hot and cold water, heating and waste disposal, including all equipment attendant thereto (but not including equipment contained within and servicing a single Unit);

(e) All conduits, chutes, cables, ducts, plumbing, wiring, pipes, flues and other facilities for the furnishing of utility services or waste removal or similar services or functions which are contained in portions of the Building contributing to the structure or support thereof, and all such facilities contained within any Unit, which serve parts of the Building other than the Unit within which such facilities are contained, together with an easement of access thereto for maintenance, repair and replacement;

(f) The storage rooms and areas, if any, located outside the Units;

(g) All heating and air conditioning apparatus tanks, pumps, motors, fans, compressors and other common equipment existing for common use wherever located in, on or around the Building;

(h) The yards, lawns, gardens, plantings, walkways, parking areas and the improvements thereon and thereof, including walls, railings, steps, lighting fixtures and planters and related facilities, if any; except any of such areas or portions thereof designated as Limited Common Elements in this Declaration or on the Plats and Plans;

(i) All other apparatus and installations existing in the Building for common use or necessary or convenient to the existence, maintenance or safety of the Building;

(j) All other property normally in common use by the Unit Owners, all areas of the Property which do not fall within the Unit itself, and all areas and facilities designated as "Common Elements and Facilities" in the Act.

The Common Elements and Facilities shall be subject to the provisions of the Act and Declaration and to rules and regulations promulgated pursuant thereto with respect to a) the use thereof, b) the reservation of the exclusive use and enjoyment of certain such Common Elements and Facilities to particular Unit Owners (e.g., parking spaces, storage areas, cubicles, mail-boxes, patios, balconies, portions of lawns and driveways which

are defined herein as Limited Common Elements and Facilities), and c) the payments required therefor.

3.2 **Limited Common Elements and Facilities.** The Limited Common Elements and Facilities shall be used only by the Owner(s) of a Unit to which such Limited Common Elements and Facilities are appurtenant or associated or reserved and such Owner's successors and assigns. Use of parking spaces, other than those designated as Limited Common Elements, shall be determined by the Executive Committee in accordance with the Association By-Laws. Limited Common Elements are designated either in this Declaration or on the Plats and Plans recorded with this Declaration.

3.3 **Common Elements and Facilities Inside Units.** The Executive Committee and its designees shall have a right of access at reasonable times to each Unit to inspect all pipes, wires, ducts, cables, conduits, public utility lines and other elements of the Common Elements and Facilities located within any of the Units, to remove violations therefrom, and to maintain repair or replace such Common Elements and Facilities and Common Elements and Facilities located elsewhere in the Building.

3.4 **Encroachments.** If any encroachment of the Common Elements and Facilities, Limited Common Elements and Facilities or any Unit upon any portion of the other shall occur as a result of (a) settling of a Building; (b) alteration or repair to the Common Elements and Facilities or Limited Common Elements and Facilities made by or with the consent of the Executive Committee or Unit Owners; (c) any deviation from the Plat or Plans in the construction or rebuilding of any improvement or portion thereof;

(d) repair or restoration of a Building or a Unit after damage by fire or any casualty; or (e) condemnation, a valid easement shall exist for such encroachment and for the repair and maintenance of the same so long as the affected Building stands.

3.5 Utilities and Services. The New England Telephone and Telegraph Company, Narragansett Electric Company, local gas company, local water company, cable television companies, the Municipality and all other utilities, their successors and assigns, serving the Property are hereby granted the right, privilege and authority to lay, construct, renew, operate, maintain, replace and remove conduits, cables, pipes, wires, transformers, switching apparatus, gas mains and necessary gas facilities appurtenant thereto, or the distribution systems, storm and sanitary sewers, together with any and all necessary manholes, catch basins, connections, appliances and other structures and appurtenances as may be deemed necessary by the Municipality or other appropriate public authority or such utilities into, upon and through the Common Elements and Facilities and Limited Common Elements and Facilities for the purpose of providing, maintaining, repairing or replacing utility service or other similar services to the Property. Any public body rendering police and fire services is granted an easement over, upon and through the Common Elements and Facilities and Limited Common elements and Facilities for the purpose of providing police and fire protection services and to enforce all applicable police and fire regulations.

3.6 Use for Sales Purposes. All Units shall be subject

to Declarant's rights reserved pursuant to Section 34-36.1-2 of the Condominium Act. Declarant reserves the right to use any Units owned by Declarants models, management offices or sales offices until such time as Declarant conveys title thereto. Declarant reserves the right to relocate the same from time to time within the Property; upon relocation or sale of a model, management office or sales office, the furnishings thereof may be removed.

ARTICLE 4. MAINTENANCE, REPAIR AND RECONSTRUCTION, INSURANCE

4.1 Maintenance and Repairs

(a) All maintenance and replacement of and repairs to any Unit, whether structural or nonstructural, ordinary or extraordinary, to the doors, windows, electrical, plumbing, heating and/or air conditioning fixtures within or part of the Unit or belonging to the Unit Owner shall be done by the Unit Owner at the Unit Owner's expense, except as specifically provided in subsection (b) of this Section 4.1. Every Unit Owner shall perform promptly all maintenance, repair and replacement work within the Unit Owner's Unit which if omitted or delayed would affect the Property or any part thereof without the Unit Owners Unit. The Executive Committee may, after reasonable notice to any Unit Owner, assess such Unit Owner for the cost of any such maintenance, repair or replacement work performed at the direction of the Executive Committee after said Committee has made a reasonable determination that such Unit Owner has failed to comply with the requirements of the preceding sentence.

(b) All maintenance and replacement of and repairs to any part of the Common Elements and Facilities and of the Limited

Common Elements and Facilities and the painting and decorating of the exterior doors and frames and exterior window sashes shall be made by or at the direction of the Executive Committee and shall be a Common Expense, except to the extent that, in the reasonable determination of the Executive Committee, the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which event such expense shall be assessed to such Unit Owner.

4.2 Insurance

(a) The Association shall obtain and maintain, to the extent obtainable, the following insurance, the premiums on such insurance being Common Expenses: (i) fire insurance with extended coverage in an amount equal to the full replacement value of all structures and improvements on the Property without deduction for depreciation, insuring such structures and improvements, including the Units and the fixtures initially installed by the Developer, and replacements of such fixtures, but not including decorations, furnishings, fixtures or personal property supplied by or installed by Unit Owners, which policies shall contain a standard mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss thereunder, if any, shall be payable to such mortgagee as its interest may appear, subject, however, to the Executive Committee's applying all proceeds to repair or reconstruct as provided in Section 4.3 hereof; (ii) workmen's compensation insurance as may be required; (iii) public liability insurance in such amounts and with such coverage as the Executive Committee shall from time to time

determine, but at least covering each member of the Executive Committee, any manager or managing agent engaged by the Association, the Association and each Unit Owner; and (iv) such other insurance as the Executive Committee or the Association shall determine.

(b) All insurance policies obtained by the Executive Committee shall be written in the name of, and all proceeds payable thereunder shall be paid to, the Association, its successors and assigns, for the benefit of the Developer/Declarant, the Association, the Executive Committee, the officers, managers, agents and employees of the Association, the Unit Owners and the mortgagees of the Units, as named insureds, as their respective interests may appear. All policies of insurance shall be written with a company or companies authorized to do business in the State of Rhode Island and having a policyholder's rating of "A" or better by the Best's Insurance Reports. All policies of insurance shall provide for the issuance of a certificate to each Unit Owner, with mortgagee endorsement, if requested, indicating on its face that such certificate is issued under a policy obtained pursuant to this Section 4.2. All original insurance policies and endorsements thereto shall be held by the Association, its successors and assigns as trustee, which shall acknowledge that such policies and any proceeds therefrom shall be held and disbursed in accordance with the terms of this Article 4.

(c) All policies of physical damage insurance shall contain waivers of subrogation and waivers of any reduction or pro rata liability of the insurer and such other provisions as

are provided for in the Act as a result of any insurance carried by Unit Owners or of invalidity arising from any acts of the insured or any Unit Owners, and shall provide that such policies may not be cancelled or substantially modified without at least thirty (30) days prior written notice to all of the insureds, including all mortgagees of Units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered if requested to all mortgagees of Units at least thirty (30) days prior to expiration of the then current policies.

(d) Unit Owners may carry, for their own benefit, public liability insurance and insurance insuring their flooring, carpeting, wallcovering, fixtures, furniture, furnishings and other personal property provided that all such policies shall contain waivers of subrogation and such other provisions as are provided for in the Act and further provide that the liability of the carriers issuing insurance obtained by the Executive Committee shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

(e) The Executive Committee shall review annually the amount and terms of insurance obtained by it and shall undertake such action, including appraisals as may be necessary to determine that such insurance conforms to the provisions of this Section. The Executive Committee shall have exclusive authority to negotiate and adjust losses under all insurance policies obtained by it; provided, however, that any mortgagee of any Unit shall have the right to participate in negotiations, if

any, relating to such losses.

4.3 Repair or Reconstruction after Fire or Other Casualty.

(a) In the event of damage to or destruction of any structure or improvement on the Property or a portion thereof as a result of fire or other casualty, the Executive Committee shall arrange for the prompt repair and restoration of the affected structure or improvement including any Unit (but not including any decorations, furnishings, fixtures or personal property supplied to or installed by Unit Owners), and the Executive Committee shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a Common Expense. Any insurance proceeds remaining after such repair or reconstruction shall be retained by the Association for future maintenance expenses or, in the discretion of the Executive Committee disbursed to the Unit Owners in the same proportion as Common Expenses are assessed against Unit Owners.

(b) Notwithstanding the foregoing, if any portion of the Condominium for which insurance is required is destroyed or substantially damaged, and the insurance proceeds are insufficient to reconstruct such Building, the Unit Owners may elect either to proceed with repair or construction or vote not to rebuild in accordance with the provisions of Section 34-36.1-3.13 of the Act.

(c) Any reconstruction or repair pursuant to this Section 4.3 shall be substantially in accordance with the

original plans and specifications. If the estimated cost of reconstruction or repair is more than Twenty-Five Thousand (\$25,000.00) Dollars, funds shall be disbursed in payment of such costs only upon approval of an architect ^{selected by the} Executive Committee to Supervise such work.

ARTICLE 5. THE ASSOCIATION

5.1 The Association. The responsibility for the administration, maintenance, repair, replacement, improvement and operation of the Property being the condominium project established by this Declaration shall be exercised by the Association in accordance with the provisions of this Declaration, the By-Laws and the Act. Every person who is a record owner of a fee or undivided fee interest in any Unit on the Property shall be a member of the Association, and membership in the Association shall be appurtenant to and may not be separated from ownership of a Unit; provided, however, that no person who holds an interest in a Unit merely as security for the performane of an obligation shall be deemed a member of the Association; and provided, further, that no Unit shall have more than one vote appurtenant to or associated with it, irrespective of the number of record owners of such Unit, which vote shall have a value attributable to it as set forth in Section 2.5 hereof.

ARTICLE 6. CONDEMNATION

6.1 General. In the event that all or any part of the Property shall be taken by any authority having the power of condemnation or eminent domain, the providsions of Section 34-

36.1-1.07 of the Act shall control.

ARTICLE 7. EASEMENTS AND USE

7.1 Easement for Ingress and Egress through Common Elements, Access to Units and Support. In addition to the easements created by the provisions of the Act, each Unit Owner is hereby granted an easement in common with each other Unit Owner for ingress and egress through all Common Easements, subject to such reasonable rules, regulations and restrictions as may be imposed by the Association. Each Condominium Unit is hereby burdened with and subjected to an easement for ingress and egress through all Common Elements by reasons lawfully using or entitled to the same.

ARTICLE 8. MISCELLANEOUS

8.1 Amendment. Except as provided in Sections 2.4 and 8.2 hereof and Section 34-36.1.2.17 of the Act, this Declaration may be amended only by the vote of at least sixty-seven (67%) percent in interest of all Unit Owners, cast in accordance with the provisions of the By-Laws. No amendment shall discriminate against the rights and/or obligations of any Unit Owner or any Unit or class or group of Units unless the Unit Owners so affected shall consent. No amendment shall change any Unit nor the undivided interest in the Common Elements and Facilities appurtenant to it, unless all Unit Owners and all record mortgagees of the affected Units shall consent to the execution of the amendment or unless otherwise provided for by the Act.

Notwithstanding any other provisions of this Declaration to the contrary, if any amendment is necessary in the judgement of the Declarant or the Executive Board to cure any ambiguity or

to correct or supplement any provision of the Condominium Documents that is defective, missing or inconsistent with any other provisions hereof, of if such amendment is necessary to conform to the requirements of the Federal National Mortgage Corporation with respect to condominium projects, then at any time and from time to time the Declarant or the Executive Board, as the case may be, may effect an appropriate corrective amendment without the approval of the Unit Owners or the holders of any liens on all or any part of the Property.

A copy of each amendment shall be certified by the Secretary or an Assistant Secretary of the Association as having been duly adopted and shall be effective when recorded in the Office of the Records of Land Evidence in the Municipality with the consent of the Declarant if such consent is required by Section 8.2 hereof.

8.2 Reservation to Declarant; Special Declarant Rights. Notwithstanding any other provisions contained herein or in the By-Laws, and subject to the provisions of Section 34-36.1-303 of the Act, the following provisions shall be deemed to be in full force and effect:

(a) The Declarant, for itself and its successors and assigns, and its agents and representatives, reserves the unrestricted right, without the consent of the Unit Owners or the Executive Committee, to renovate, sell, assign, mortgage or lease any of the Units which Declarant continues to own, and to maintain a sales office and model units within Units owned by Declarant, to post signs on the Property and to do all things

necessary to the renovation, marketing and sale of Units and to exercise all easements for said purpose granted by the Act.

(b) In addition to the foregoing, Developer reserves an easement in the common Areas and Facilities and the Limited Common Areas and Facilities on the Property for the purpose of ingress and egress to the Property during renovation and repair of structures and improvements thereon and for so long as the Developer owns any Units on the Property and for the installation of drainage and utility pipes, cables, and conduits for the benefit of such structures and improvements.

(c) Assessments shall commence against the original Units no later than 60 days after the sale of the first Unit.

(d) Declarant Control. Until December 31, 1988, or sixty (60) days after eighty (80%) percent of the Units which may be created have been sold by the Declarant to Unit Owners other than Declarant, or until two (2) years after Declarant has ceased to offer Units for sale, or until two (2) years after any development right was last exercised, or until such time as Declarant waives its rights herein by written notice to each unit owner, whichever shall first occur:

- (i) Neither this Declaration nor the By-Laws may be amended without the consent of Declarant; and
- (ii) No manager or managing agent may be appointed, engaged or retained by the Association without the consent of the Declarant; and
- (iii) The consent of the Declarant shall be

required by any person, including without limitation the Executive Committee, Unit Owners or the Association for the construction of any improvements within the Property; and

- (iv) The Declarant shall, subject to Section 34.36.1-3.03 of the Act, elect the members of the Executive Committee.

8.3 Person to Receive Service. ROBERT J. COSENTINO, ESQ. 950 SMITH STREET, PROVIDENCE, RHODE ISLAND 02908, is hereby designated to receive notice of process in any action which may be brought against the condominium or the Association until a successor or successors are from time to time designated by the Executive committee.

8.4 Rights of Mortgagees

(a) A first mortgagee under a first mortgage of record or purchaser of a Unit obtaining title to the Unit as a result of the foreclosure of such first mortgage shall take title to the Unit free of any claims or unpaid assessments or charges by the Association, except as provided for in the Act, against the Unit which have accrued prior to such mortgagee's or other purchaser's acquiring title to the Unit and except for claims or a pro rata reallocation of such assessments or charges to all Units, including the mortgaged Unit.

8.5 Units Subject to Declaration, By-Laws, Rules and Regulations, Act. All present and future Unit Owners, tenants

and occupants of Units shall be subject to, and shall comply with the provisions of this Declaration, the Articles of Association, the By-Laws and House Rules adopted pursuant thereto in the form attached hereto as Exhibit "D" and the Act, as these instruments may be amended and/or restated from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any Unit shall constitute an acceptance of the provisions of such instruments, as they may from time to time be amended and/or restated, by such Owner, tenant or occupant. The provisions contained in such instrument shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and fully stipulated in each deed, conveyance or lease thereof.

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

8.7 **Waiver.** No provision contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

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

8.9 **Coordination with Act.** Unless otherwise

specifically provided or herein, the Declarant, the Unit Owners, the Association and the Executive Committee shall have all of the rights, duties, responsibilities and obligations provided for in the Act. This Declaration is adopted to comply with the provisions of the Rhode Island Condominium Act of 1982 as amended. In the event of any conflict between the provisions of this Declaration and the Condominium Act, the Act shall prevail.

IN WITNESS WHEREOF, BARRISTER'S COURT ASSOCIATES have caused this Declaration of Condominium of BARRISTER'S COURT CONDOMINIUMS to be executed by its duly acting and authorized officers as of the _____ day of _____, 1988.

ROBERT J. COSENTINO

WILLIAM J. RIVELLI

JOHN FRANCISCO

EDWARD CIVITO

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence on the _____ day of _____, 1988, before me personally appeared ROBERT J. COSENTINO, WILLIAM J. RIVELLI, JOHN FRANCISCO and EDWARD CIVITO, to me known and known by me to be General Partners of BARRISTER'S COURT ASSOCIATES and the parties executing the foregoing instrument, and they acknowledged said instrument, by them executed to be their free act and deed and the free act and deed of BARRISTER'S COURT ASSOCIATES.

Notary Public

EXHIBIT "A"

(LEGAL DESCRIPTION OF PROPERTY SUBMITTED TO CONDOMINIUM)

That certain lot or parcel of land with all the buildings and improvements thereon, situate on the easterly side of Miles Avenue, in the City of Providence, County of Providence, State of Rhode Island, bounded and described as follows:

Beginning at a point in the easterly line of Miles Avenue, eighty-seven (87) feet, more or less, southerly from the southerly line of President Avenue, said point of beginning being at the southwesterly corner of land now or lately of Daisy M. Kirby et al. and running thence easterly bounding northerly in part on said Kirby Land, in part on land now or lately of Catherine C. Ennis et al. and in part on land now or lately of Epco Realty Corp. a distance of ninety (90) feet to the north-easterly corner of the premises herein described; thence turning and running southerly bounding easterly on said last named land a distance of one hundred fifty-three and 42/100 (153.42) feet to other land of this Grantor; thence turning and running westerly bounding southerly on said last named land a distance of ninety (90) feet to Miles Avenue; thence turning and running northerly bounding westerly on said Miles Avenue a distance of one hundred fifty-three and 42/100 (153.42) feet to said Kirby land and the point and place of beginning.

Said lot comprises the whole of Lot Nos. 192, (one hundred ninety-two), 195, (one hundred ninety-five) and 200, (two hundred), the southerly thirteen and 42/100 (13.42) feet of Lot Nos. 183, (one hundred eighty-three), and 184, (one hundred eighty-four), the westerly ten (10) feet of Lot Nos. 193, (one hundred ninety-three), 194, (one hundred ninety-four), and 201, (two hundred one) and a small piece of Lot No. 181, (one hundred eighty-one), on that Plat entitled, "Moses Brown Farm Plat Replatted August 1891 by Charles E. Paine", which Plat is recorded in the Office of the Recorder of Deeds of the City of Providence in Plat Book 19 at Page 17 and (copy) on Plat Card 640.

TOGETHER WITH the rights to keep and maintain the water lines and sewer lines from the premises herein described across land to the east thereof, to Elmgrove Avenue, as set forth in Deed to Anthony C. Paolino dated June 1, 1951.

Said premises are conveyed subject to taxes assessed as of December 31, 1987.

By - laws

BARRISTER'S COURT CONDOMINIUM ASSOCIATION, INC.

B Y - L A W S

These are the By-Laws of BARRISTER'S COURT CONDOMINIUM ASSOCIATION, INC., a Rhode Island Nonbusiness Corporation, formed for the purpose of administering that property in the City of Providence, County of Providence, State of Rhode Island, known as BARRISTER'S COURT CONDOMINIUMS (the "Condominiums") and subject to the Condominium Ownership Act of 1982 of the State of Rhode Island, (the "Act") by virtue of a Declaration of Condominium dated as of _____, 1988, as the same may from time to time be amended and/or restated (hereinafter referred to as the "Declaration"). Terms not otherwise defined herein shall have the meaning assigned by the Declaration or the Act.

ARTICLE 1. UNIT OWNERS

1.1 Place of Meetings. The Unit Owners shall hold meetings at the principal office of the Association or at such place within the State of Rhode Island as the Executive Committee shall determine.

1.2 Annual Meeting. The first annual meeting (First Annual Meeting") of Unit Owners shall be held on December 31, 1988, or within sixty, (60), days after eighty, (80%), per cent of the Units have been sold by Declarant, or at such time as Declarant's Development Rights have expired, or within sixty, (60), days after the Declarant has waived its rights to control as provided in Section 8.2 of the Declaration, whichever is earlier. Thereafter the annual meeting of the Unit Owners shall be held at 8:00 o'clock in the P.M. on

the first Tuesday in June of each year. The purpose of the annual meeting shall be electing the members of the Executive Committee and transacting such other business as may properly come before the meeting. If the day scheduled for an annual meeting is a legal holiday, the meeting shall be held at the same hour on the next day.

1.3 **Special Meetings.** Special Meetings of the Unit Owners shall be held whenever called by the President, the Vice-President or the majority of the members of the Executive Committee. The Secretary shall call a Special Meeting whenever requested in writing by Unit Owners entitled to cast one-third (1/3) in interest of the votes of the entire membership of the Association.

1.4 **Notice.** Notice of all meetings of the Unit Owners stating the time and place and the purposes for which the meeting is called shall be given by the President or Vice-President or Secretary unless waived in writing. Such notice shall be in writing to each Unit Owner at the Unit Owner's address as it appears on the books of the Association and shall be mailed or delivered not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Notice of meeting may be waived before or after meetings.

1.5 **Quorum and Voting.** All voting by Unit Owners shall be on the basis of the number of votes per unit established in the Declaration. A quorum at meetings of the Unit Owners shall consist of one-half (1/2) in interest of the Unit Owners. Except where a greater percentage is required by the Declaration or these By-Laws, the acts approved by more than one-half (1/2) in

interest of the Unit Owners shall be in the acts of the Association. The joinder of a Unit Owner in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum. When a quorum is once Present, it cannot be broken by the subsequent withdrawal of a Unit Owner. The Unit Owners present may adjourn a meeting despite the absence of a quorum. Where there is more than one person holding record title to a Unit, any or all of such persons may attend any meeting of Unit Owners, but it shall be necessary for those present or voting by proxy to designate one representative to cast the vote to which they are entitled. The Owner(s) of each Unit shall be issued a membership certificate evidencing their membership in the Association.

1.6 Proxies. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote, shall be valid only for the particular meeting, if any, designated therein and must be filed with the Secretary before the appointed time of the meeting or any adjournment thereof. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

1.7 Order of Business. The order of business at annual Unit Owners' meetings and, as far as practical, at all other Unit Owners' meetings shall be

- (a) Election of chairman of the meeting;
- (b) Calling of the roll and certifying of proxies; ✓
- (c) Proof of notice of meeting or waiver of notice; ✓

- (d) Reading and disposal of any unapproved minutes;
- (e) Reports of officers; ✓
- (f) Reports of committees;
- (g) Election of members of the Executive Committee;
- (h) Unfinished business; ✓
- (i) New Business; ✓
- (j) Adjournment. ✓

1.8 Action by Unit Owners without Meeting. Any action required or permitted to be taken at a meeting of the Unit Owners under the Declaration or these By-Laws may be taken without a meeting, with the same effect as if such action had been taken at a meeting of the Unit Owners if

(a) All the Unit Owners entitled to vote thereon consent thereto in writing; or

(b) The Unit Owners who consent thereto would be entitled to cast at least seventy-five (75%) percent in interest of the votes which would be required to take such action at a meeting at which all of the Unit Owners entitled to vote thereon were present, and prompt notice of such action is given to all Unit Owners who would have been entitled to vote thereon if such meeting were held.

ARTICLE 2. EXECUTIVE COMMITTEE

2.1 Members and Election. The affairs of the Association shall be managed by an Executive Committee consisting of from three (3) to nine (9) members, each being a Unit Owner. Each member of the Executive Committee must be a Unit Owner.

(a) Members of the Executive Committee shall be elected by ballot (unless dispensed with by unanimous consent) by a plurality in interest of the Unit Owners. Each Unit Owner shall be entitled to vote on behalf of such Unit.

(b) Notwithstanding the foregoing, and except as provided for in Section 34-36.1-3.03 of the Act, until the earlier of the First Annual Meeting of the Unit Owners or the First Annual Meeting after such time as eighty (80%) percent of the Units have been sold by the Declarant, or Declarant has waived its rights under Section 8.2 of the Declaration, all members of the Executive Committee shall be nominated and elected by the Developer and shall not be required to be Unit Owners. The First Annual Meeting of Unit Owners at which the Unit Owners shall be entitled to elect all the members of the Executive Committee is hereinafter referred to as the "First Organizational Meeting." Until the First Organizational Meeting, subject to the exceptions provided in Section 34-36.1-3.03 of the Act, the Declarant may elect members of the Executive Committee at the Annual Meeting of Unit Owners, whether or not a quorum is present, or by written instrument signed by the Declarant.

2.2 Nomination. At least forty-five (45) days prior to the First Organizational Meeting and each succeeding Annual Meeting of the Unit Owners, the President shall appoint a Nominating Committee. The Nominating Committee shall select persons to be elected members of the Executive Committee at the First Organizational Meeting or the forthcoming Annual Meeting of the Association, as the case may be, and shall report its

~~nominees by notice sent by mail to the Unit Owners at least one~~
(1) month prior to the date of such meeting. Additional nominations may be made by notice mailed to the Unit Owners at least two (2) weeks before such meeting by at least ten (10%) percent in interest of the Unit Owners. Notwithstanding the foregoing, until the First Organizational Meeting as provided in Section 2.1 (b) hereof, the Declarant shall have the sole right to nominate the members of the Executive Committee.

2.3 **Disqualification.** No Unit Owner who is more than thirty (30) days in arrears in the payment of the Unit Owner's share of Common Expenses shall be eligible for election as an officer or as a member of the Executive Committee.

2.4 **Vacancies and Removal.** Except as to vacancies provided by removal of members of the Executive Committee by the Unit Owners, vacancies in the Executive Committee occurring between annual meetings of the Unit Owners shall be filled by the majority vote of the remaining members of the Executive Committee. After the First Organizational Meeting as provided in Section 2.1 (b) hereof, any member of the Executive Committee may be removed by vote of sixty-seven (67%) percent in interest of the Unit Owners at a special meeting of the Unit Owners called for that purpose. The vacancy so created in the Executive Committee shall be filled at the meeting by a vote of the majority in interest of the Unit Owners. Until the First Organizational Meeting, any member of the Executive Committee, subject to the exceptions provided in Section 34.36.1-303 of the Act, may be removed by the Declarant.

2.5 **Regular Meetings.** Regular meetings of the

Executive Committee may be held at such time and place as shall be determined, from time to time, by a majority of the members of the Executive Committee. Notice of regular meetings shall be given to each member, personally or by mail, telephone or telegraph at least three (3) days prior to the day named for such meeting. The first meeting of a newly elected Executive Committee shall be held within ten (10) days of their election at such place and time as shall be fixed by the members of the Executive Committee at the meeting at which they were elected, and no further notice of the Organizational Meeting shall be necessary.

2.6 Term. The term of service of each member of the Executive Committee shall extend until the next annual meeting of the Unit Owners and thereafter until such member's successor is elected and qualified or until such member is removed in the manner provided in Section 2.4 hereof.

2.7 Special Meetings. Special meetings of the Executive Committee may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the members of the Executive Committee. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

2.8 Waiver of Notice. Any member of the Executive Committee may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

2.9 Quorum. A quorum at meetings of the Executive Committee shall consist of a majority of the entire Executive Committee. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Executive Committee, except where approval by a greater number of members is required by the Declaration, these By-Laws or the Act. The joinder of a member of the Executive Committee in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum. If at any meeting of the Executive Committee there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which may have been transacted at the meeting as originally called may be transacted without further notice.

2.10 Presiding Officer. The presiding officer at meetings of the Executive Committee shall be the President, or in the President's absence, the Vice-President. In the absence of the presiding officer, the members present shall designate one of their number to preside.

2.11 Powers and Duties of the Executive Committee. All of the powers and duties of the Association existing under the Act, the Declaration and these By-Laws shall, subject only to approval by Unit Owners when such is specifically required, and subject to the provisions of the Act at Section 34-36.1-303, be exercised by the Executive Committee, its agents, contractors or employees. Such powers and duties of the Executive Committee shall include but shall not be limited to, the following;

subject, however, to the provisions of the Declaration, these By-Laws and the Act:

(a) To make and collect assessments against Unit Owners to defray the Common Expenses;

(b) To use the proceeds of assessments in the exercise of its powers and duties;

(c) The maintenance, repair, replacement and operation of the Property;

(d) The purchase of insurance upon the Property and for the protection of the Association and its members;

(e) The reconstruction of improvements after casualty and the further improvement of the Property;

(f) To make and amend reasonable regulations respecting the use of the Property;

(g) To enforce by legal means the provisions of the Act, the Declaration, these By-Laws and the rules and regulations for the use of the Property. In the case of persistent violation of the rules and regulations by a Unit Owner, the Executive Committee shall have the power to assess fines, not exceeding Fifty (\$50.00) Dollars per violation, against such Unit Owner, which fines shall be a lien upon a Unit enforceable in the same manner as lien for Common Expenses;

(h) To contract for management of the Property for a term not exceeding two (2) years and to delegate to a managing agent all powers and duties of the Association except such as are specifically required by the Act, the Declaration or these By-Laws to have approval of the Executive Committee or the

membership of the Association;

(i) To employ personnel to perform the services required for proper operation of the Property;

(j) To open bank accounts on behalf of the Association, to designate the signatories in respect thereof and to borrow money for the proper operation and maintenance of the Property;

(k) To grant and relocate easements on the Property but only upon approval of 67% in interest of the Unit Owners.

(l) To assign parking spaces other than those designated as Limited Common Areas in the Declaration, to Unit Owners, or otherwise determine the use of said parking including any amount to be charged as compensation for the use thereof. Unless otherwise determined by the Executive Committee, parking spaces not designated as Limited Common areas shall be available for occasional use by all Unit Owners.

m) To do anything and everything else necessary and proper for the sound management of the Association and the Property and authorized by the Act.

2.12 Conflicts of Interest. The members of the Executive Committee shall exercise their powers and duties in good faith and with a view to the best interest of the Association. No contract or other transaction between the Association and one (1) or more members of the Executive Committee, or between the Association and any corporation, firm or association (including the Declarant) in which one (1) or more of the members of the Executive Committee are directors or officers or are pecuniarily

or otherwise interested, shall be void or voidable because such member or members of the Executive Committee are present at the meeting of the Executive Committee which authorizes or approves the transaction, or because such member's or members' votes are counted for such purpose, provided:

(a) The fact of the directorship, officership or interest is disclosed or known to the Executive Committee or a majority of the members thereof or voted in the minutes, and the Executive Committee authorizes, approves or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or

(b) The fact of the directorship, officership or interest is known to the Unit Owners, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or

(c) The contract or transaction is commercially reasonable to the Executive Committee at the time it is authorized, ratified, approved or executed. An interested member of the Executive Committee may be counted in determining the presence of a quorum at any meeting of the Executive Committee or Unit Owners which authorizes, approves or ratifies any contract or transaction, and may vote thereafter to authorize any contract or transaction with like force and effect as if such interested member were not such a director or officer of such other organization or not so interest.

2.13 Action without a Meeting. Any action required or permitted to be taken at a meeting of the Executive Committee may

be taken without a meeting if all of the persons entitled to vote thereon consent thereto in writing.

ARTICLE 3. OFFICERS

3.1 Officers. The officers of the Association shall be a President, who shall be a member of the Executive Committee, a Vice-President, who shall be a member of the Executive Committee, a Treasurer and a Secretary, all of whom shall be elected annually by the Executive Committee and who may be ~~pre~~^{re}emptorily removed by vote of the Executive Committee at any meeting. Any person may hold two (2) or more offices except that the President shall not also be the Secretary. The Executive Committeeee shall from time to time elect such other officers and designate their powers and duties as the Executive Committee shall find to be required to manage the affairs of the Association.

3.2 President. The President shall be the chief executive officer of the Association. The President shall have all of the powers and duties which are usually vested in the office of President of an association, including, but not limited to, the power to appoint committees from among the members from time to time, as the President may in the President's discretion determine appropriate, to assist in the conduct of the affairs of the Association.

3.3 Vice-President. The Vice-President shall in the absence or disability of the President exercise the powers and perform the duties of the President. The Vice-President shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Management Committee.

3.4 **Secretary.** The Secretary shall keep the minutes of all proceedings of the Executive Committee and the Unit Owners. The Secretary shall attend to the giving and serving of all notices to the Executive Committee and the Unit Owners and other notices required by law. The Secretary shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident of the office of the secretary of an association and as may be required by the Executive Committee or the President.

3.5 **Treasurer.** The Treasurer shall have custody of the property of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep the books of the Association in accordance with good accounting practices; and shall perform all other duties incident to the office of Treasurer; the Treasurer in conjunction with the Secretary shall keep records sufficient to comply with Section 34-36.1-3.18 of the Act.

ARTICLE 4. FISCAL MANAGEMENT

4.1 **General.** The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the provisions of this Article.

4.2 **Accounts.** The funds and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be Common Expenses:

(a) "Current Expenses," which shall include all funds and expenditures to be made within the year for which the

funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to additional improvements. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

(b) "Reserve for Deferred Maintenance and Replacements," which shall include funds for maintenance items which occur less frequently than annually and for repair or replacement required because of damage, depreciation or obsolescence. Assessments allocated to the reserve for deferred maintenance and replacements shall be contributions to the capital of the Association.

4.3 Budget. The Executive Committee shall adopt a budget for each calendar year which shall include the estimated funds required to defray the Common Expense and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:

(a) "Current Expense," the amount of which shall not exceed the budget for this account for the prior year by more than fifteen (15%) percent.

(b) "Reserve for Deferred Maintenance and Replacements," the amount for which shall not exceed the budget for this account for the prior year by more than twenty (20%) percent. Provided, however, that the amount for each budgeted item may be increased over the foregoing limitations when approved by a majority in interest of the Unit Owners. Copies of the budget and proposed assessments shall be transmitted to each Unit Owner on or before December 1 preceding the year for which

the budget is made and a meeting of the Unit Owners pursuant to Section 34.36.1-303 (c) for ratification of the budget shall be held within 30 days of such transmission. If the budget is subsequently amended, a copy of the amended budget shall be furnished to each Unit Owner.

4.4 Assessments. Assessments against the Unit Owners for their share of the items of the budget shall be made for the calendar year annually in advance on or before December 20 preceding the year for which the assessment are made. Such assessments shall be due in twelve (12) equal payments on the first day of each month of the year for which the assessments are made. If an annual assessments is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly payments thereon shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefor may be amended at any time by the Executive Committee if the amounts of the amended budget do not exceed the limitations thereon for that year. Any account which does exceed such limitation shall be subject to the approval of the Unit Owners heretofore required.

4.5 Acceleration of Assessment Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment upon an assessment, the Executive Committee may accelerate the remaining installments of the assessment upon notice thereof to the Unit Owner, and thereupon the unpaid balance of the assessment, together with a penalty equal to

fifteen (15%) percent of the unpaid balance of the assessment, shall come due upon the date stated in the notice, but not less than ten (10) days after delivery thereof to the Unit Owner, or not less than twenty (20) days after the mailing of such notice to the Unit Owner by registered or certified mail, whichever shall first occur.

4.6 Assessments for Emergencies. Assessments for Common Expenses for emergencies which cannot be paid from the annual assessments for Common Expenses shall be made only after notice of the need therefor to the Unit Owners. After such notice and upon approval in writing by persons entitled to cast more than one-half (1/2) in interest of the votes of the Unit Owners, the assessment shall become effective, and it shall be due after thirty (30) days' notice thereof in such manner as the Executive Committee may require.

4.7 Depository. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Executive Committee and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only checks signed by the Treasurer, President and such other persons as are authorized by the Executive Committee.

4.8 Audit. An audit of the accounts of the Association shall be made annually by a public accountant, and a copy of the report shall be furnished to each Unit Owner not later than April 30 of the year following the year for which the report is made.

4.9 Rights of Mortgagees. The holder or guarantor of a first mortgage on any Unit shall, at the written request

delivered to the President of the Association, be entitled to written notification from the Association of (a) any default by the Unit Owner in the performance of the Unit Owner's obligations under the Act, the Declaration or these By-Laws if such default is not cured within thirty (30) days; and (b) any loss or taking of, any element of the Common Areas and Facilities if such loss or taking exceed Ten Thousand (\$10,000.00) Dollars in value. The holder of a first mortgage on any Unit shall have the right to examine the books and records of the Association at reasonable times upon reasonable notice.

ARTICLE 5. MISCELLANEOUS

5.1 Indemnification. Each member of the Executive Committee and each officer of the Association, in consideration of such officer's or member's services as such, shall be indemnified by the Association against expenses and liabilities reasonably incurred by such officer or member in connection with the defense of any action, suit or proceeding, civil or criminal, to which such officer or member may be a party by reason of being or having been a member of the Executive Committee or officer of the Association, provided that such officer or member acted in good faith and in a manner such officer or member reasonably believed to be not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe such officer's or member's conduct was unlawful. The foregoing right of indemnification shall not be exclusive of any other right to which a member of the Executive Committee or an officer of the

Association may be entitled by law, agreement, vote of the Unit Owners or otherwise.

5.2 **Parliamentary Rules.** Robert's Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Act, the Declaration or these By-Laws.

5.3 **Amendment.** These By-Laws may be amended and/or restated in the same manner and by the same vote as the Declaration may be amended.

5.4 **Principal Office.** The principal office of the Association shall be at the Condominium Property but may be changed from time to time by the Executive Committee upon written notice to all of the Unit Owners.

ALL DEVELOPMENT COSTS ARE BEING PAID
FOR BY THE DECLARANT AND ARE NOT PART OF THE COMMON CHARGE.

The foregoing budget is based upon the best estimate of the Declarant and was calculated using actual costs where available and projected costs where not available. Projected costs were arrived at by actual costs in similar developments with which the Declarant is familiar. *The Declarant will manage the project until the Association is turned over to owners. No Contract with the Declarant has been executed.

EXHIBIT "C"

Identifying No. Building No. Unit No.	Gross Sq. Ft. Per Unit	Common Element Interest Per Unit	Common Expense Liability Per Unit	Votes in the Association
1	1735	9.80%	9.80%	9.80
2	1890	10.67%	10.67%	10.67
3	2230	12.59%	12.59%	12.59
4	1500	8.47%	8.47%	8.47
5	1500	8.47%	8.47%	8.47
6	1500	8.47%	8.47%	8.47
7	1500	8.47%	8.47%	8.47
8	2230	12.59%	12.59%	12.59
9	1890	10.67%	10.67%	10.67
10	1735	<u>9.80%</u>	<u>9.80%</u>	<u>9.80</u>
		100%	100%	100%

The maximum number of Units which one declarant reserves the right to create in the within project is Ten (10), Townhouse Units. The Ten (10) Townhouse Units are the only Units, which will be build on the Condominium Property.

Rules & Reg's

EXHIBIT "D"

BARRISTER'S COURT CONDOMINIUMS

HOUSE RULES

- I. Use of Common Areas and Facilities
 - A. Common walkways, stairways, the exterior surface of Unit doors, and any other Common Areas and Facilities shall not be decorated, obstructed or used for any purpose other than ingress or to egress from the Units (except that personal name plates and/or seasonal decorations may be attached to the Unit door frames) without the written approval of the Association.
 - B. No obstruction of any kind shall be placed in or upon walkways or other Common Areas and Facilities.
 - C. No one shall place any sign, plaque or other communication of any description on the exterior of any Unit or in the Common Areas and Facilities or in the windows. For Sale or For Rent signs are strictly forbidden.
 - D. No vehicle or means of conveyance shall be parked in the public walkways, driveways or storage areas but only in the areas designated for such use.
 - E. Bicycles shall only be "parked," left or stored in the Unit or an area, if any, specifically designated for bicycles by the Association.
- II. Parking
 - A. The driveways appurtenant to each Unit as designated are Limited Common Areas reserved exclusively for the occupants of each Unit, no other Unit Owner or his

guests shall have access to unit parking spaces.

- B. The Association assumes no responsibility for loss of or damage to cars or other vehicles parked on the Property.
- C. "Live" parking for the purpose of pick-up or delivery of passengers or articles is permitted for short periods in front of the entry ways.
- D. The parking spaces are intended to be used for the private parking of passenger cars of occupants of the Units, their guests and invitees, and not for trucks or other vehicles or items except with the prior written consent of the Association.
- E. Additional parking spaces, if any, other than those exclusively assigned to a particular Unit shall be open for the occasional use of all Unit Owners and their guests.

III. Use of Units

- A. No resident shall make or permit any noises or odors which disturb another resident in the Building, nor do or permit anything to be done therein or outside which interferes with the rights, comforts or convenience of other residents.
- B. No one shall play or suffer to be played, any musical instrument or permit to be operated any radio, phonograph or television in such a manner to disturb or annoy a resident.
- C. No Unit Owner shall make or suffer any unlawful use of

The Unit Owner's Unit, nor use it for any other purpose other than a private residence.

IV. Pets

A. Domestic animals, EXCLUSIVE OF DOGS, may be kept by unit owners only with prior written consent from The Executive Board provided that they are not kept for any commercial purposes, do not constitute a nuisance to others and are kept in strict accordance with any rules and regulations related to household pets promulgated by The Executive Board and with local laws and animal health laws.

The owning and keeping of a dog(s) is strictly prohibited.

This rule does not apply to a trained or certified Seeing Eye dog attended by a blind person.

V. Disposal of Garbage Refuse

A. Garbage shall be wrapped in plastic bags and put in Rubbish receptacles/containers and should not be put out for pick up before sun down the night before pick up is scheduled.

B. Littering is to be avoided.

C. Water closets and other water apparatus in the Building shall not be used for any purpose other than those for which they are constructed nor shall any sweepings, rubbish, rags, paper, ashes and any other article be thrown into the same. Any damage resulting from misuse of any water closet or other apparatus shall be paid for by the Owner in whose Unit it shall have been caused.

VI. Requests and Complaints

A. Requests for maintenance or repairs having to do directly with condominium operation should be made in writing and left with the Association.

B. All complaints, requests and suggestions should be made in writing to the Association.

the Unit Owner's Unit, nor use it for any other purpose other than a private residence.

IV. Pets

- A. Subject to the additional provisions of the Association By-Laws, pets are not permitted, unless a small pet is owned prior to ownership of a Unit; however, such pet may not be replaced. Notwithstanding the foregoing to the contrary, under no circumstances shall a renter or other occupant of a Unit be permitted a pet of any kind or size.

V. Disposal of Garbage Refuse

- A. Garbage shall be wrapped in plastic bags or other suitable containers prior to being placed in the dumpsters.
- B. Littering is to be avoided.
- C. Water closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags, paper, ashes or any other article be thrown into the same. Any damage resulting from misuse of any water closet or other apparatus shall be paid for by the Owner in whose Unit it shall have been caused.

VI. Requests and Complaints

- A. Requests for maintenance or repairs having to do directly with condominium operation should be made in writing and left with the Association.
- B. All complaints, requests and suggestions should be made in writing to the Association.

VII. Miscellaneous

- A. Renters of Owners' Unit must comply with the Act, the Declaration, the By-Laws and all Rules and Regulations of the Association.
- B. Owners shall be held responsible for the actions of their children and their guests and renters.
- C. No Unit Owner shall use or permit to be brought into the Building any inflammable oils or fluids such as gasoline, kerosene, naphtha, benzene or other explosives or articles deemed extra hazardous to life, limb or property.
- D. --No Unit Owner shall interfere in any manner with any portion of the Common Areas and Facilities, including without limitation, the common heating or lighting apparatus in or about the Building.
- E. No radio or television aerial shall be attached to or hung from the exterior of the Building except with the prior written approval of the Association.
- F. No trailers, snowmobiles, campers, motor bikes, minibikes, ATV's etc., are to be operated or utilized (or repaired) on the Condominium Premises, except to enter or leave the parking areas. No automobile belonging to an Owner or to a member of the family or guest, tenant or employee of an Owner shall be parked in such manner to impede or prevent ready access to another Owner's parking space. The Owners, their employees, servants, tenants, visitors, licensees and the Owner's family

shall obey the parking regulations posted, and any other traffic regulations published in the future for the safety, comfort and convenience of the Owners, and comply with all traffic regulations and laws.

VIII. At the closing for the purchase of a Unit, the Purchaser shall pay to the Association two (2) full months' assessments as working capital which shall be refunded by the Association upon resale by the Purchaser, provided that at the time of such resale all other assessments and charges owing to the Association have been paid.

IN WITNESS WHEREOF, BARRISTER'S COURT CONDOMINIUM ASSOCIATION EXECUTIVE BOARD, has caused this Amendment to be executed on this _____ day of _____, 2006.

Barrister's Court Condominium Association By:

Nancy Fine, President

STATE OF RHODE ISLAND

COUNTY OF _____

In _____ on the _____ day of _____, 2006,

Before me personally appeared Nancy Fine, to me known and identified has acknowledged the execution of this instrument to be her free act and deed in her said capacity as President of Barrister's Court Condominium Association.

Notary Public

My commission expires _____

FIRST AMENDMENT TO THE DECLARATION OF BARRISTER'S COURT CONDOMINIUMS

Reference is hereby made to that certain Declaration of Condominium of Barrister's Court, dated March, 1988 and recorded with the land evidence records in the City of Providence, in Book _____ at page _____. The Executive Board of Barrister's Court Condominium Association, at a meeting duly called with a quorum in attendance did on this date amend pursuant to Article 4 sub-section 4.4 of the Bylaws of Barrister's Condominium Association as follows:

4.4 Assessments. Assessments against the unit owners for their share of the items of the budget shall be made for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. Such assessments shall be due in (12) twelve equal payments on the first day of each month of the year for which the assessments are made. **Any unit owner that does not pay the monthly assessment prior to fifteen days after the due date will be fined an amount equal to twenty-five dollars for the first offense and one hundred dollars for every offense thereafter.** If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly payments thereon shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessment therefore may be amended at any time by the Executive Committee if the amounts of the amended budget do not exceed the limitations thereon for that year. Any account which does exceed such limitations shall be subject to the approval of the unit owners heretofore required.

Except as set forth above, the Declaration and bylaws, plats and plans of the Barrister's Court Condominium Association shall remain in full force and effect as originally executed and recorded, except as previously amended.

FIRST AMENDMENT TO THE DECLARATION OF BARRISTER'S COURT CONDOMINIUMS

Reference is hereby made to that certain Declaration of Condominium of Barrister's Court, dated March, 1988 and recorded with the land evidence records in the City of Providence, in Book 1960 at page 93. The Executive Board of Barrister's Court Condominium Association, at a meeting duly called with a quorum in attendance did on this date amend pursuant to Article 4 sub-section 4.4 of the Bylaws of Barrister's Condominium Association as follows:

4.4 Assessments. Assessments against the unit owners for their share of the items of the budget shall be made for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. Such assessments shall be due in (12) twelve equal payments on the first day of each month of the year for which the assessments are made. **Any unit owner that does not pay the monthly assessment prior to fifteen days after the due date will be fined an amount equal to twenty-five dollars for the first offense and one hundred dollars for every offense thereafter.** If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly payments thereon shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessment therefore may be amended at any time by the Executive Committee if the amounts of the amended budget do not exceed the limitations thereon for that year. Any account which does exceed such limitations shall be subject to the approval of the unit owners heretofore required.

Except as set forth above, the Declaration and bylaws, plats and plans of the Barrister's Court Condominium Association shall remain in full force and effect as originally executed and recorded, except as previously amended.

IN WITNESS WHEREOF, BARRISTER'S COURT CONDOMINIUM ASSOCIATION EXECUTIVE BOARD, has caused this Amendment to be executed on this 25th day of October, 2006.

Barrister's Court Condominium Association By:

Nancy Fine
Nancy Fine, President

STATE OF RHODE ISLAND

COUNTY OF Providence

In Providence on the 25th day of October, 2006,

Before me personally appeared Nancy Fine, to me known and identified has acknowledged the execution of this instrument to be her free act and deed in her said capacity as President of Barrister's Court Condominium Association.

[Signature]
Notary Public

My commission expires 11/17/09

RECEIVED:

Providence
Received for Record
Oct 24 2006 at 12:26:17P
Document Num: 00159314
Barbara Troncy
Recorder of Deeds