



PINE RIDGE

Homeowners Association

Coventry, RI. 02816

Bylaws & Declaration of Restrictions

Revised February 1, 2022

**FIRST AMENDED BY-LAWS
OF
THE PINE RIDGE HOMEOWNERS ASSOCIATION INC.**

Article I

NAME AND LOCATION

The name of the corporation is The Pine Ridge Homeowners Association, LLC. The principal office of the corporation is currently listed as 66 Clark Mill Street Coventry, RI. 02816, but meetings of members and directors may be held at such places within the State of Rhode Island as may be designated by its Board of Directors.

Article II

DEFINITIONS

Section 1. "Association" shall mean and refer to The Pine Ridge Homeowners' Association, Inc., a not-for-profit corporation organized and existing in accordance with the laws of the State of Rhode Island, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Restrictions and Protective Covenants and Easements; Creation of Homeowners' Association (Pine Ridge), and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean and refer to those areas described as "open space" together with all detention and/or retention ponds shown on The Record Plan, together with all areas described (or to be described) as "open space" upon any future recorded subdivision plat of the Real Estate.

Section 4. "Lot" shall mean and refer to any plot of land shown (or to be shown) upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those, having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to W.F.D. Associates, L.P., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration Of Restrictive And Protective Covenants And Easements; Creation of Homeowners Association (Pine Ridge) as

recorded in the Records of Land Evidence of the Town of Coventry, Rhode Island.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Article III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of special meeting, the purpose of the meeting.

Section 4. Quorum. Subject to Section 22(D)(5) of the Declaration Of Restrictions And Protective Covenants And Easements; Creation Of Homeowner Association (Pine Ridge), regarding the establishment of a quorum at the first meeting of the Association called for the setting of an assessment, the presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-half (1/2) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

Article IV

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect the directors for a term of one year.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Article V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination of election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not

permitted.

Article VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then the meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Article VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of 'a member during any period in which such member shall be in default in the payment of any assessment levied by the Association Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) To enforce by legal means the provisions of the Declaration, these By-Laws and the rules and regulations. In the case of persistent violation of the provisions of the Declaration, these By-Laws and the rules and regulations by an Owner, the Board of Directors shall have the power to assess either daily fines or fines other than daily fines, not exceeding the maximum amount provided for in the Rhode Island Condominium Act as is applicable to residential condominiums, against such Owner. In the discretion of the Board of Directors, failure to pay any assessment within 120 days of the date such payment is due may be subject to a fine, in addition to the accrual of any interest, not to exceed \$50 per every 30 days the assessment is overdue. All unpaid fines shall be a lien upon the Owner's property enforceable in the same manner as a lien for an assessment; and

(f) employ a manager, an independent contractor, or such other employees as they deem necessary, and the prescribe their duties.

Section 2. Duties It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to Present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting for the whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

- (f) cause all officers or employees having fiscal responsibilities to maintain Directors and Officers Insurance, as it may deep appropriate;
- (g) cause the Common Area to be maintained.

Article VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

- (a) The president shall preside at all meetings of the board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall provide prior written approval of all checks or promissory notes in excess of \$250.

Vice-President

- (b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

- (c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

- (d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year, and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

Article IX

COMMITTEES

The Association shall appoint a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

Article X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during the reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

Article XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If any assessment or fine issued in accordance with the Declaration, By-Laws or rules or regulations is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 6 percent per annum, and the Association may bring an action at law against the Owner personally obligated, to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Article XII

CORPORATE SEAL

The Association shall have a seal in circular form having with its circumference the words: "The Pine Ridge Homeowners Association, Inc."

Article XII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy. Any proposed amendment shall be provided to the membership in writing in accordance with the provision governing notice of meetings. Copies of these By-Laws, as amended, shall be provided to the membership in writing in a reasonable time following the vote approving the amendment.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

Article XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Parking:

In addition to any applicable municipal or state laws, the parking of any vehicles on the streets adjoining the Properties overnight for more than three consecutive nights shall be prohibited. Any fine for violation of this provision shall be preceded by a written warning from the Board of Directors and/or Officers.

Being all the directors of The Pine Ridge Homeowners Association, Inc., we hereby witness the enactment of the First Amendment to the By-Laws of Pine Ridge Homeowners Association in accordance with the vote held by mail in proxy January of 2022.

William Labossiere

Timothy Ryan

Eric Rollinson

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of The Pine Ridge Homeowners Association, Inc., a Rhode Island corporation, and

THAT the foregoing By-Laws constitute the First Amended By-Laws of said Association, as duly adopted at a meeting of the membership of Homeowners' Association, held by mail in proxy vote in January of 2022.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association on the _____, 2022

Daniel Giroux, Secretary

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS AND EASEMENTS;
CREATION OF HOMEOWNERS' ASSOCIATION
(PINE RIDGE SUBDIVISION)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, W.F.D. ASSOCIATES, L.P., (hereinafter referred to as "Declarant") is the owner of a tract or parcel of land (hereinafter referred to as "the Real Estate") situated in the Town of Coventry, County of Kent, State of Rhode Island; and known as Pine Ridge, more particularly described on that plat entitled — "RECORD PLAN - Phase 2 - PINE RIDGE SUBDIVISION, ASSESSOR'S ... PLAT 13, LOT 6, COVENTRY, RHODE ISLAND, PREPARED BY DIPRETE ENGINEERING ASSOCIATES, INC., ENGINEERING, SURVEYING AND PLANNING CONSULTANTS, TWO STAFFORD COURT, CRANSTON, RI 02920, (401) 9431000, FAX: 464-6000 PREPARED FOR W.F.D. ASSOCIATES, L.P., c/o THE PICERNE REAL ESTATE GROUP, 75 LAMBERT LIND HIGHWAY, WARWICK, RI 02886 (401) 732-3700 (the "Record Plan"); and

WHEREAS, the said Declarant desires to impose certain covenants and restrictions upon said property for the benefit of the present and future owners of the same;

WHEREAS, the Association requested, and the Coventry Planning Board approved, the First Amendment to the Declaration, during a Planning Board meeting held on February 26, 2020.

NOW, THEREFORE, the Declarant, for itself, its successors and assigns, does hereby declare and make the following limitations of uses, restrictions and covenants to which the lots of land designated on the hereinafter mentioned plats shall be subject, and the uses to which the same may be put, and it hereby specifies that these declared limitations, restrictions, covenants and uses shall be construed as covenants running with the land designated on said hereinafter identified plats now owned by the Declarant and shall be binding on said Declarant, and all persons, firms or corporations claiming under it and they shall be for the benefit of and limitation on all future owners of lots of land as shown on said hereinafter mentioned plats and all sales, leases and uses of lots in said subdivision shall be expressly made subject to said limitations, restrictions and covenants (hereinafter referred to as "Covenants and Restrictions").

In case of any violation or attempt to violate any of the Covenants and Restrictions herein set forth, it shall be lawful for any person or persons, firm or corporation owning or otherwise having an interest in any real property situated in said development or subdivision, hereinafter identified, to institute and prosecute any proceedings at law or in equity against the person or persons, firm or corporation violating or attempting to violate the Covenants and Restrictions, and either to prevent him, them, or it from so doing, and/or to recover monetary damages for such violation.

Invalidation of any of the provisions of this Declaration of Covenants and Restrictions by court decision or decree shall in no way affect any of the other provisions which shall remain in full force and effect.

That the property is part of the residential cluster development subject to the zoning ordinance and the subdivision regulations of the Town of Coventry. That the purchaser and subsequent owners of the property are subject to the requirements therein contained; that the purchaser shall be required to be a member of a homeowners' association, shall be subject to the rules and regulations of said association and shall be liable for any applicable assessment made by or against said association and that the ultimate liability for the open space falls on the individual lot owner.

These Covenants and Restrictions shall apply to all lots on the Record Plan (hereinafter referred to as "the Premises") and all future phases of the Pine Ridge Subdivision as they are recorded and as this Declaration shall be amended to reflect their recording.

For so long as the Declarant owns any portion of the Premises, the Declarant expressly reserves to itself (and to such persons or parties to whom Declarant may assign such rights), the right at any time to waive, remove, or modify any restriction as to any one or more lots.

Specific covenants and restrictions are as follows:

1. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than a one family dwelling.

2. Architectural Control. Whether or not provision therefore is specifically stated in any conveyance of a lot made by the Declarant, the owner of or occupant of each and every lot by acceptance of title thereto, or by taking possession thereof, covenants and agrees that no erection of any building shall be initiated and no building or portion thereof shall be erected, placed, altered or reconstructed on any lot until the construction plans and specifications, have been approved in writing by the Declarant, as to quality of workmanship, design of the exterior, materials, location with respect to topography and property lines, finish grade elevations, individual sewage disposal systems and landscaping, and exterior color scheme. Said plans and specifications shall conform to the Design Standards set forth in these covenants, but refusal to approve any plans or specifications or a part thereof by the Declarant may be based upon any ground, including purely aesthetic grounds, which in sole and uncontrolled discretion of the Declarant shall seem sufficient. The construction, erection or placement of any building, structure, or portion thereof, upon any lot, shall be done in strict accordance with the plans and specifications so approved. No subsequent changes or alterations to the buildings, structures or site improvements may be made without like approval.

Work must be commenced on the proposed structure within ninety (90) days of the date of such approval. If said work is not commenced within said ninety (90) days, said approval shall be void, and a new application must be made unless Declarant extends the time within which to commence initial work in writing at the time of original application. Unless extended by Declarant, all construction including driveways and walkways on each lot must be completed within nine (9) months after the date of issuance of a Building Permit by the Building Official of the Town of Coventry. All landscaping shall be completed within ten (10) months, weather permitting, after the issuance of said permit.

In the event the Declarant fails to approve or disapprove within ninety (90) days after such plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval shall not be required, and the covenants and restrictions shall be deemed to have been fully complied with, insofar as this section is concerned.

3. Design Standards.

A. Garages - Each residential dwelling unit shall have a private attached garage constructed for not less than two (2) cars.

B. Exterior, Siding - The use of metal siding or composite siding such as Texture 1-11 or Masonite is strictly prohibited.

4. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance in the neighborhood. No profession, trade, business or commercial enterprise of whatsoever nature may be conducted or operate on the granted premises. The use of dirt bikes, All Terrain Vehicles (ATVs), and the like are expressly prohibited. No outside burning of any kind, including leaves and lawn debris, shall be allowed.

5. Temporary and Service Structures. Except for construction purposes, or sales and marketing of homes in the subdivision, no structure of a temporary character, mobile house, trailer, camper, tent, shack, garage or other building shall be used, placed, erected or constructed on any lot at any time, either temporarily or permanently.

6. Outbuildings and Accessories. No Outbuildings of any description shall be erected or placed upon any lot without prior written consent of the Declarant as to materials, size, location and design as long as the Declarant retains one or more lots in the subdivision. Thereafter, such approval must be obtained from The Pine Ridge Homeowners' Association, Inc.

7. Garbage & Refuse. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers and in an enclosed location inaccessible to animals, and not visible from the street or abutting properties.

8. Landscaping. The owner of any lot of land upon which a dwelling is constructed shall cause said lot to be seeded and suitably planted with grass, shrubs or trees, excepting however, such part of the lot to be used for driveways, patios, parking areas, or walks. Each lot owner shall thereafter maintain the lawn and grounds in a neat and orderly fashion including mowing grass and trimming hedges and shrubs. No lawn sprinklers shall be allowed and only "zero-scope" landscaping or equivalent shall be utilized for so long as required to conform to conditions of water conveyance approval imposed by Kent County Water Authority, as applicable.

9. Fences and Hedging. Continuous fencing or hedging along the front yard line of any lot is prohibited. Boundary fencing along the side or rear lot lines must be of wood construction and be painted or stained and shall not exceed five (5') feet in height. In no event shall boundary fencing or hedging alongside lot lines extend further into front yards than the front corner of the house on the lot. Boundary hedging within the side yard and rear yard may be allowed to grow to a height of not more than six (6') feet so long as the same is kept neatly trimmed. A boundary fence or hedge shall be defined as a fence or hedge constructed, erected, placed or planted within twenty-five (25') feet of any side or rear lot line. Hedging shall mean any plant or bush including but not limited to hedging such as privet, yew, arborvitae, rose or forsythia planted in a continuous fashion. The use of chain link fencing as boundary fencing is prohibited without prior written consent of the Declarant.

10. Trees. Prior to the clearing or removing any tree from any lot, the lot owner shall indicate by tagging or other method to the Declarant, which trees he or she wishes to remove. Permission from the Declarant, shall be necessary to remove any trees with a trunk diameter of four (4") inches or more measured at a height of four (4') feet above ground level. It is the intent of this section to maintain the natural beauty of trees on each lot.

11. Stone walls. The existing stone walls on any property shall not be altered, removed, or diminished in any way without permission of the Declarant.

12. Lawn Ornaments. No lawn ornaments, statues or fountains shall be built or placed upon any lot unless the same shall be fully screened from public view.

13. Antennas. Installation of an antenna on the exterior elevation of the main structure on any lot will be limited to a single, conventional antenna for televisions and radio reception or a TV disc antenna not to exceed twenty-four (24") inches in diameter. TV disc antennas shall be restricted to the rear yard or rear side of the house on all lots and fully screened from view. No other type of aerial device including, but not limited to, ham radio tower or windmill type apparatus shall be placed on any structure or lot.

14. Automobiles; Boats; Trailers. No lot or driveway shall be use for the temporary or permanent storage of automobiles under repair, or for boats or trailers.

15. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than six (6) square feet advertising the property for sale or rent, or signs used by a builder to identify and advertise the property during and after the construction and sale period.

16. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that two (2) pets (dogs and/or cats) may be so kept, provided they are not kept, bred or maintained for any commercial purpose. No kennels shall be constructed or maintained on the premises. The use of (dog) runs or pens for the continuous confinement or restraint of pets are prohibited. All lot owners shall keep said animals confined on their lots pursuant to the appropriate ordinances and regulations of the Town of Coventry.

17. Obligation to Repair and Rebuild. Each owner shall at his sole cost and expense maintain and repair his residence and keep the same in a condition comparable to the condition of such residence at a time of its completion, excepting normal wear and tear thereon. If all or any portion of a residence is damaged or destroyed by fire or other casualty it shall be the duty of the owner thereof with due diligence to rebuild, repair or reconstruct such residence in a manner which will substantially restore it in appearance and to the same condition as immediately prior to the casualty.

18. Restrictions During Construction. During the period of construction, the lot owner shall be responsible for keeping the property free of debris or rubbish and for clearing such debris blown on or otherwise deposited on abutting properties or roadways.

19. Sale of Lots. During the period the Declarant owns any lots, improved or unimproved within the plat, and the owner of a lot desires to sell it a private sale, he shall give to the Declarant its successors and assigns, the first opportunity to purchase the same at the price for which the lot owner is willing to sell the lot, and the Declarant, its successors or assigns, shall have thirty (30) days after receipt of notice in writing of the proposed sale to exercise the option by accepting in writing said offer. Provided, however, that nothing herein contained shall be construed as a limitation of the right of the owner, his heirs or assigns to sell said premises at public auction. If Declarant fails to exercise this option within the stated period, said option shall be deemed to have been waived.

20. Easements.

A. The Declarant reserves to itself, its successors and assigns, easements and rights of way in, over, under and across such parts of said premises, for the installation and maintenance of telephone and electrical pole lines, conduits, or transformers and/or sewer and conduits for storm water and sanitary purposes, gas and/or water mains, snow removal, grading from adjacent lots and subsurface disposal systems, or for any similar facility deemed convenient or necessary by the Grantor for the service of the premises hereby conveyed and for adjoining and adjacent property. The Declarant further reserves to itself, its successors and assigns, the right to assign the use of said easements and rights of way to any person, firm or corporation furnishing any one or more of the aforesaid facilities.

B. Declarant grants to the Town of Coventry, Rhode Island, easements in and to the Real Estate as follows:

(1) All drainage, water line and conservation easements indicated on The Record Plan including, without limitation, an easement to enter upon the "open space" shown on said plan for all water and drainage related purposes.

(2) Street Trees. An easement for purposes of maintenance of street trees planted along the rights of way conveyed to the Town of Coventry, which easement shall permit the Town access to said street trees whether or not they happen to be situated entirely within said right of way.

C. Open Space.

(1) With respect to all the areas on the Record Plan shown and set forth as Open Space, a conservation easement is hereby imposed in favor of the Town of Coventry, meaning that said areas shall not be improved except as otherwise set forth in Section 20A and on the Record Plan and shall be utilized only for passive recreation, and there shall be no-removal of soil, trees, and other natural features, except as is consistent with conservation, recreation, or agricultural uses.

(2) The legal responsibility for the maintenance of said Open Space area (as Well as any other common areas not deeded to the Town) shall be exclusively in The Homeowners' Association created hereunder, but in the event said Association fails to maintain said areas, the Town shall have the right to enter upon said areas to perform said maintenance and to charge all costs associated therewith, including attorneys' fees, to the Association and shall further have the right to impose such liens-on said real estate as may be necessary to secure and collect the same.

D. Groundwater Monitoring Program. With respect to the groundwater monitoring wells as noted on the Record Plan, the Homeowners Association's responsibilities with respect to the Open Space as provided herein shall include the obligation to conduct water quality sampling two (2) times per year upon completion of construction. The sampling will be conducted in the Spring and in the Fall, with a report to be submitted to the Town of Coventry Planning Department. The analysis will assess the level of nutrients (total nitrogen and phosphorous) and hydrocarbons (in the form of TPH, VOC, MTBE, and metals). In the event the data is consistent with pre-development data and R.I.D.E.M. "G.A.A." groundwater classification standards over the three (3)-year monitoring period, further monitoring will not be required.

21. Homeowners' Association

A. Definitions

(1) "Association" shall mean and refer to The Pine Ridge Homeowners' Association, Inc., a not-for-profit corporation organized and existing in accordance with the laws of the State of Rhode Island, its successors and assigns.

(2) "Owner" shall mean and refer to the record owner, whether one or more person or entities, of a fee simple title to any Lot which comprises a part of the Real Estate, including contract seller, but excluding those having such interest merely as security of the performance of an obligation.

(3) "Common Area" shall mean and refer to those areas described as "open space" together with all detention and/or retention ponds shown on The Record Plan, together with all areas described (or to be described) as "open space" upon any future recorded subdivision plat of the Real Estate.

(4) "Lot" shall mean and refer to any plot of land shown (or to be shown) upon any recorded subdivision plat of the Real Estate with the exception of the Common Area.

B. Property Rights

(1) Each conveyance of a Lot shall include with it a fractional interest in the Common Area proportionate to the total number of lots in the subdivision.

(2) Subject to the restrictions on the use and development of the Common Area as set forth above, every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to suspend the voting rights and use of the common area by an owner for any period during which any assessment against his Lot remains unpaid; and

(b) the right of the Association to duly dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two thirds (2/3) of each class of members has been recorded;

(c) any owner may delegate his right of enjoyment of the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

(d) the Association shall establish time schedules for the maintenance of the Common Area.

C. Membership and Voting Rights

(1) Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

(2) Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

D. Covenant for Maintenance Assessments

(1) The Declarant, for each Lot owned within the Real Estate, hereby covenants, and each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association; (a) annual assessments or (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest,

costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such.

(2) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Real Estate and for the improvement and maintenance of the Common Area.

(3) The Association may levy annual assessments for routine anticipated expenditures, and may also levy, in any assessment year, a special assessment

applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

(4) Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis or other timeframe to be established by the Declarant in writing at the first or any subsequent meeting duly called for the setting of the assessment.

(5) Written notice of any meeting called for the purpose of taking any action authorized under Section (2) or (3) above shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subject meeting shall be one-half (50%) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

(6) The annual assessments provided for herein shall commence as to all Lots on the first day of the month. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

(7) Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six (6%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

(8) The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

22. Amendments. Notwithstanding the above, the covenants and restrictions set forth below shall be subject to modification by the Declarant at any time to the extent necessary to conform such provisions to the requirements of a mortgage lender or financial institution. Otherwise, these covenants and restrictions may be amended at a regular or special meeting of the members, by a vote of a two-thirds majority of a quorum of members present in person or by proxy. Any proposed amendment shall be provided to the membership in writing in accordance with the provision governing notice of meetings as provided in the By-laws. Approval of the Town of Coventry Planning Board shall not be required as to amendments to paragraphs 8, 9, 10, 12, 13, 14, 16, 17, 18, 21.A, 21.C., and 21.D of the covenants and restrictions, and approval of the Town of Coventry Planning Board shall be required as to the remaining paragraphs in the covenants and restrictions. Except as expressly provided for in other provisions of the covenants and restrictions related to specific types of meetings, one-half (1/2) of the votes of the membership present in person or by proxy shall constitute a quorum for all purposes, including but not limited to a vote to amend these covenants and restrictions. If the required quorum is not present at any meeting, another meeting may be called for the same purpose and subject to the same notice requirement, and the required quorum at the subject meeting shall be one-half (1/2) of the required quorum at the preceding meeting. Any and all amendments approved by the membership and/or Town of Coventry Planning Board shall be recorded in the same manner as the original Declaration.

23. Miscellaneous. The Paragraph captions contained herein are for convenience of reference only and shall not be deemed part of this instrument for the purpose of construing any of the provisions hereof.

The terms "lot owner" and "lot owners" as used herein, refer to and include all grantees of the Premises, whether from grantees of or under Declarant, and shall mean single or plural grantees as the specific case may require, and the provisions hereto shall be binding upon all such lot owners.

24. A copy of this Declaration and the By Laws of the Association will be provided to every original purchaser of a Lot.

This First Amendment to the Declaration of Restrictions and Protective Covenants and Easements; Creation of Homeowners' Association is hereby established following the vote of the Coventry Planning Board at its meeting held on February 26, 2020.

By: William Labossiere
President of the Pine Ridge Homeowners' Association
Date: January 1, 2022

Witness: _____