

**AMENDMENT
TO
RIVERVIEW CONDOMINIUMS DECLARATION**

THIS AMENDMENT (this “Amendment”) is made this ___ day of _____, 2024, by Riverview Condominiums Owners’ Association (the “Association”).

WITNESSETH:

The Association hereby amends that certain Riverview Condominiums Declaration, which was recorded on or about April 25, 2006, in Book 1342, at Pages 69 of the Town of Lincoln Land Evidence Records, as amended (“Declaration”) for the purposes of 1) allowing a Unit Owner to keep in his or her Unit a maximum of two (2) cats, and/or any other pet(s) which are caged or contained in an aquarium such as birds or fishes, or an emotional support animal; 2) establishing a procedure for a Unit Owner to request permission from the Executive Board for the Unit Owner to keep in his or her Unit a maximum of two (2) cats, and/or any other pet(s) which are caged or contained in an aquarium such as birds or fishes, or an emotional support animal; and 3) establishing other provisions for Unit Owners having pets or animals, including but not limited to avoiding noise, keeping pets at leash at all times, removing pet waste, and liability of the Unit Owners for damages caused by their pets or animals.

RECITALS:

WHEREAS, pursuant to Section 34-36.1-2.17 of the Rhode Island Condominium Act (the “Act”) and Section 12.1 of the Declaration, the Declaration shall be amended only with the consent of Unit Owners to which at least 67% of the votes in the Association are allocated.

WHEREAS, the Association desires to amend the Declaration to allow a Unit Owner to keep in his or her Unit a maximum of two (2) cats, and/or any other pet(s) which are caged or contained in an aquarium such as birds or fishes, or an emotional support Animal. Other than the aforementioned pets or emotional support animal, a Unit Owner shall not keep other pets or animals within his or her Unit.

WHEREAS, the Association desires to establish a procedure for a Unit Owner to request permission from the Executive Board for the Unit Owner to keep in his or her Unit a maximum of two (2) cats, and/or any other pet(s) which are caged or contained in an aquarium such as birds or fishes, or an emotional support animal.

WHEREAS, the Association desires that a Unit Owner who is seeking a reasonable accommodation for an emotional support animal to provide documentation from a physician, psychiatrist, social worker, or other mental health professional that the animal provides support that alleviates one of more of the identified symptoms or effects of an existing disability.

WHEREAS, the Executive Board desires to establish other provisions for Unit Owners having pets or animals, including but not limited to avoiding noise, keeping pets at leash at all

times, removing pet waste, and liability of the Unit Owners for damages caused by their pets or animals.

WHEREAS, the Unit Owners to whom more than sixty-seven percent (67%) of the votes in the Association are allocated have voted to amend the Declaration for the above-stated purposes, as certified below.

AMENDMENT:

NOW, THEREFORE, the undersigned Executive Board, on behalf of the Association and in accordance with Section 12.1 of the Declaration, and Section 34-36.1-2.17 of the Act, hereby amends the Declaration, as follows:

Section 2.4(h) of the Declaration is amended by striking said Section 2.4(h) in its entirety and substituting the following therefore:

(h) A Unit Owner shall not keep pets or animals nor allow pets or animals in the Units or the Common Elements, including but not limited to fowl, e.g., ducks, geese, chickens, turkeys, roosters, or another animal. Notwithstanding the above, the following pets or animals shall be allowed to be kept in a Unit upon the Unit Owner receiving consent or approval from the Executive Board: a maximum of two (2) cats, and/or any other pet(s) which are caged or contained in an aquarium such as birds or fishes, or an emotional support animal. Other than the aforementioned pets or emotional support animal, a Unit Owner shall not keep other pets or animals within his or her Unit. In order for the Executive Board to consent or approve a Unit Owner to keep a maximum of two (2) cats, and/or any other pet(s) which are caged or contained in an aquarium such as birds or fishes, or an emotional support animal in his or her Unit for any length of time, however brief, said consent or approval shall be subject to, but not limited to, the following:

1. Said Unit Owner shall request permission from the Executive Board in a written application at least thirty (30) days before acquiring a pet or emotional support animal or thirty (30) days before moving into any Unit; The application shall include, where applicable, a) a licensed veterinarian supplied health certificate and a copy of the pet's vaccination record dated within eleven (11) months of the date of the submission of the application, b) for identification purposes, the application shall require a description of the pet or emotional support animal, including but not limited to type, size, overall color and any distinctive markings, and c) the application shall also require the reason for the request, the length of time the pet or emotional support animal would remain on the property and any special considerations as to why such permission is sought;

2. The Association may ask a Unit Owner who is seeking a reasonable accommodation for an emotional support animal to provide documentation from a physician, psychiatrist, social worker, or other mental health

professional that the animal provides support that alleviates one of more of the identified symptoms or effects of an existing disability;

3. The Executive Board may deny the request if the Executive Board determines that the granting of the request would be detrimental to the health, welfare, safety or convenience of other Unit Owners or would impair the quiet use and enjoyment of any other Unit Owner; In granting such a request, the Executive Board may affix reasonable conditions thereto upon which such approval shall be conditioned, said conditions being to ensure the health, welfare, safety and convenience of all other Unit Owners and/or their quiet use and enjoyment of their respective Units;

4. After any such approval to keep a pet or emotional support animal in a Unit has been granted, the Executive Board may rescind such approval if the keeping of said pet or emotional support animal in the Unit, in the determination of the Executive Board, proves to be the detriment to the health, welfare, safety or convenience of any other Unit Owner and/or their quiet use and enjoyment of their respective Unit; Upon any such rescinding of approval, the pet or emotional support animal for which approval has been rescinded shall be forthwith removed from the Unit by the Unit Owner.

5. It will be the responsibility of the Unit Owner to provide annually an updated licensed veterinarian supplied health certificate and a copy of the pet's vaccination record to the Executive Board;

6. Unit Owner(s), their guests, agents, servants, licensees, lessees, and/or visitors shall clean after his or her pet whenever taking the pet for walks;

7. It is prohibited to leave any pet waste on the Common Elements or Limited Common Elements of the building. Any pet waste must immediately be disposed of by using a sealed plastic bag and properly depositing the same into the designated trash container provided by the Association; No Unit Owner(s), their guests, agents, servants, licensees, lessees, and/or visitors shall be allowed to have in or on his or her Limited Common Element a trash container other than those provided by the Association;

8. No pets or animals shall be kept, bred, or maintained for any commercial purpose;

9. Unit Owner(s), their guests, agents, servants, licensees, lessees, and/or visitors must control their pets or animals at all times, whether or not such Unit Owner(s), their guests, agents, servants, licensees, lessees, and/or visitors are present, in a manner that will prevent any pets from (a) making noise at objectionable levels of sound for an extended period of time, whether continuously or intermittently, (b) endangering the health, safety, or well-being of other Unit Owner(s), their families, their guests, or their tenants or creating an atmosphere of fear in other Unit Owners as to the safety of themselves, their families, their guests, or their tenants, or (c) otherwise constituting a nuisance or inconvenience to the Unit Owners;

10. Unit Owner(s) must keep their pets or animals inside their Unit, when outdoors, the pets or animals must be leashed at all times. Unit Owner(s) their guests, agents, servants, licensees, lessees, and/or visitors

shall be liable to Unit Owner(s) their families, their guests, their tenants, or the Association for any damages and/or injuries caused by their pets or animals and shall indemnify the Association for any claim related to said pets or animals.

THIS SPACE INTENTIONALLY BLANK – SIGNATURE(S) ON FOLLOWING PAGE.

IN WITNESS WHEREOF, the undersigned has executed this Amendment on the date and year first written above.

I, _____, as _____ of the Executive Board of Riverview Condominium Owners Association, hereby execute the aforesaid Amendment and certify that the Amendment was duly noticed to the Unit Owners, and voted or consented to by written consent, by those Unit Owners to whom at least sixty-seven percent (67%) of the votes in the Association are allocated, cast in accordance with the provisions of the Declaration and of the Association.

Riverview Condominium Owners Association,

By _____
Name: _____
Title: _____, Executive Board

State of Rhode Island
County of _____

In _____ on the ____ day of _____, 2024, before me personally appeared _____ (name), the _____ (title) of the Executive Board of Riverview Condominium Owners 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 noted herein, of the Riverview Condominium Owners Association.

Notary Public: _____
My commission expires: _____

After recording please return to:

Palumbo Law
481 Atwood Avenue,
Cranston, RI 02920

© 2024 PALUMBO LAW

**AMENDMENT
TO
THE RULES AND REGULATIONS
OF
RIVERVIEW CONDOMINIUMS**

THIS AMENDMENT is made this __ day of _____, 2024, by Riverview Condominiums Owners' Association (the "Association").

WITNESSETH:

The Association hereby amends the Rules and Regulations of Riverview Condominiums, recorded on or about April 25, 2006, in Book 1342, at Pages 96, of the Town of Lincoln Land Evidence Records, as amended (the "Rules and Regulations") for the purposes of 1) allowing a Unit Owner to keep in his or her Unit a maximum of two (2) cats, and/or any other pet(s) which are caged or contained in an aquarium such as birds or fishes, or an emotional support animal; 2) establishing a procedure for a Unit Owner to request permission from the Executive Board for the Unit Owner to keep in his or Her Unit a maximum of two (2) cats, and/or any other pet(s) which are caged or contained in an aquarium such as birds or fishes, or an emotional support animal; and 3) establishing other provisions for Unit Owners having pets or animals, including but not limited to avoiding noise, keeping pets at leash at all times, removing pet waste, and liability of the Unit Owners for damages caused by their pets or animals.

RECITALS:

WHEREAS, pursuant to Article XIII, Section 8.6 of the Riverview Condominiums Declaration recorded on April 25, 2006 in Book 1342 at Page 69 in the Town of Lincoln Land Evidence Records (the "Declaration"), the Rules and Regulations shall be amended with a two thirds majority vote of the Executive Board;

WHEREAS the Executive Board desires to amend the Rules and Regulations to allow a Unit Owner to keep in his or her Unit a maximum of two (2) cats, and/or any other pet(s) which are caged or contained in an aquarium such as birds or fishes, or an emotional support Animal. Other than the aforementioned pets or emotional support animal, a Unit Owner shall not keep other pets or animals within his or her Unit;

WHEREAS, the Executive Board desires to establish a procedure for a Unit Owner to request permission from the Executive Board for the Unit Owner to keep in his or her Unit a maximum of two (2) cats, and/or any other pet(s) which are caged or contained in an aquarium such as birds or fishes, or an emotional support animal;

WHEREAS, the Association desires that a Unit Owner who is seeking a reasonable accommodation for an emotional support animal to provide documentation from a physician, psychiatrist, social worker, or other mental health professional that the animal provides support that alleviates one of more of the identified symptoms or effects of an existing disability.

WHEREAS, the Executive Board desires to establish other provisions for Unit Owners having pets or animals, including but not limited to avoiding noise, keeping pets at leash at all times, removing pet waste, and liability of the Unit Owners for damages caused by their pets or animals.

WHEREAS, the Executive Board by a two thirds majority vote of the members of the Executive Board, have voted to amend the Rules and Regulations for the above stated purpose, as certified below.

AMENDMENT:

NOW, THEREFORE, in accordance with the above-noted provisions of the Declaration, Section (f) of the Rules and Regulations is hereby amended and replaced in its entirety, with the following language:

(f) A Unit Owner shall not keep pets or animals nor allow pets or animals in the Units or the Common Elements, including but not limited to fowl, e.g., ducks, geese, chickens, turkeys, roosters, or another animal. Notwithstanding the above, the following pets or animals shall be allowed to be kept in a Unit upon the Unit Owner receiving consent or approval from the Executive Board: a maximum of two (2) cats, and/or any other pet(s) which are caged or contained in an aquarium such as birds or fishes, or an emotional support animal. Other than the aforementioned pets or emotional support animal, a Unit Owner shall not keep other pets or animals within his or her Unit. In order for the Executive Board to consent or approve a Unit Owner to keep a maximum of two (2) cats, and/or any other pet(s) which are caged or contained in an aquarium such as birds or fishes, or an emotional support animal in his or her Unit for any length of time, however brief, said consent or approval shall be subject to, but not limited to, the following:

- 1. Said Unit Owner shall request permission from the Executive Board in a written application at least thirty (30) days before acquiring a pet or emotional support animal or thirty (30) days before moving into any Unit; The application shall include, where applicable, a) a licensed veterinarian supplied health certificate and a copy of the pet's vaccination record dated within eleven (11) months of the date of the submission of the application, b) for identification purposes, the application shall require a description of the pet or emotional support animal, including but not limited to type, size, overall color and any distinctive markings, and c) the application shall also require the reason for the request, the length of time the pet or emotional support animal would remain on the property and any special considerations as to why such permission is sought;*

- 2. The Association may ask a Unit Owner who is seeking a reasonable accommodation for an emotional support animal to provide documentation from a physician, psychiatrist, social worker, or other mental health*

professional that the animal provides support that alleviates one of more of the identified symptoms or effects of an existing disability;

3. The Executive Board may deny the request if the Executive Board determines that the granting of the request would be detrimental to the health, welfare, safety or convenience of other Unit Owners or would impair the quiet use and enjoyment of any other Unit Owner; In granting such a request, the Executive Board may affix reasonable conditions thereto upon which such approval shall be conditioned, said conditions being to ensure the health, welfare, safety and convenience of all other Unit Owners and/or their quiet use and enjoyment of their respective Units;

4. After any such approval to keep a pet or emotional support animal in a Unit has been granted, the Executive Board may rescind such approval if the keeping of said pet or emotional support animal in the Unit, in the determination of the Executive Board, proves to be the detriment to the health, welfare, safety or convenience of any other Unit Owner and/or their quiet use and enjoyment of their respective Unit; Upon any such rescinding of approval, the pet or emotional support animal for which approval has been rescinded shall be forthwith removed from the Unit by the Unit Owner.

5. It will be the responsibility of the Unit Owner to provide annually an updated licensed veterinarian supplied health certificate and a copy of the pet's vaccination record to the Executive Board;

6. Unit Owner(s), their guests, agents, servants, licensees, lessees, and/or visitors shall clean after his or her pet whenever taking the pet for walks;

7. It is prohibited to leave any pet waste on the Common Elements or Limited Common Elements of the building. Any pet waste must immediately be disposed of by using a sealed plastic bag and properly depositing the same into the designated trash container provided by the Association; No Unit Owner(s), their guests, agents, servants, licensees, lessees, and/or visitors shall be allowed to have in or on his or her Limited Common Element a trash container other than those provided by the Association;

8. No pets or animals shall be kept, bred, or maintained for any commercial purpose;

9. Unit Owner(s), their guests, agents, servants, licensees, lessees, and/or visitors must control their pets or animals at all times, whether or not such Unit Owner(s), their guests, agents, servants, licensees, lessees, and/or visitors are present, in a manner that will prevent any pets from (a) making noise at objectionable levels of sound for an extended period of time, whether continuously or intermittently, (b) endangering the health, safety, or well-being of other Unit Owner(s), their families, their guests, or their tenants or creating an atmosphere of fear in other Unit Owners as to the safety of themselves, their families, their guests, or their tenants, or (c) otherwise constituting a nuisance or inconvenience to the Unit Owners;

10. Unit Owner(s) must keep their pets or animals inside their Unit, when outdoors, the pets or animals must be leashed at all times. Unit Owner(s) their guests, agents, servants, licensees, lessees, and/or visitors

shall be liable to Unit Owner(s) their families, their guests, their tenants, or the Association for any damages and/or injuries caused by their pets or animals and shall indemnify the Association for any claim related to said pets or animals.

THIS SPACE INTENTIONALLY BLANK – SIGNATURE(S) ON FOLLOWING PAGE.

IN WITNESS WHEREOF, the undersigned has executed this Amendment on the date and year first written above.

I, _____, as _____ of the Executive Board of Riverview Condominium Owners Association, hereby execute the aforesaid Amendment and certify that the Amendment was duly noticed to the Executive Board, and voted or consented, by two thirds majority of the Executive Board.

Riverview Condominium Owners Association,

By _____
Name: _____
Title: _____, Executive Board

State of Rhode Island
County of _____

In _____ on the ____ day of _____, 2024, before me personally appeared _____ (name), the _____ (title) of the Executive Board of Riverview Condominium Owners 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 noted herein, of the Riverview Condominium Owners Association.

Notary Public: _____
My commission expires: _____

After recording, please return to:

Palumbo Law
481 Atwood Avenue,
Cranston, RI 02920

© 2024 PALUMBO LAW