

**AMENDMENT
TO
RIVERVIEW CONDOMINIUMS DECLARATION AND BY-LAWS**

THIS AMENDMENT (this "Amendment") is made this 25th day of March, 2024, by Riverview Condominiums Owners' Association, also known as Riverview Condominiums 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, *et seq.*, of the Town of Lincoln Land Evidence Records, as amended ("Declaration"), along with the Plats and Plans, By-Laws ("By-Laws") and Rules and Regulations ("Rules and Regulations") attached thereto and recorded in association therewith, for the purposes of amending, specifically, Article 14.6 of the Declaration regarding Notices; Article 2.2 of the By-Laws regarding Meetings of the Association or Executive Board, and concerning Notices, Proxies, and Actions of the Association without a Meeting; and Section 8.3 of the By-Laws regarding all notices or other communications required or permitted under the By-Laws.

RECITALS:

WHEREAS, pursuant to Article XII, Section 12.1 of the Declaration: "Amendment Generally. Subject to the provisions of Section 12.2 herein, this Declaration, including the Plats and Plans, may be amended only with the consent of Unit Owners to which at least 67% of the votes in the Association are allocated in accordance with the procedures specified in Section 34-26.1-2.17 of the [Rhode Island Condominium] Act [hereinafter the "Act"], the other Sections of the Act referred to in Section 34-36.1-2.17 thereof and the express provisions of this Declaration. . . ."

WHEREAS, pursuant to Article 7.2 of the By-Laws: "**Amendments to the Declaration**. The Declaration may be amended pursuant to the provisions of the Act and the Declaration. The President or any Vice President is empowered to prepare and execute any amendment to the Declaration on behalf of the Association and the Secretary of any Assistant Secretary is empowered to attest and record any such amendments on behalf of the association."

WHEREAS, pursuant to Article 7.1 of the By-Laws: "**General Requirements; Consent of Declarant or Holders of Mortgages; . . .** Except as otherwise provided in any one or more of these By-laws, the Declaration or the Act, these By-laws may be amended by the vote of the Unit Owners entitled to cast a majority of the votes in the Association, cast in person or by proxy at a meeting duly held in accordance with the provisions of these By-laws; provided, however, that no amendment seeking (i) to abandon, partition, subdivide, encumber, sell or transfer any portion of the Common Elements, or (ii) to abandon or terminate the condominium form of ownership of the Property except as otherwise provided in the Declaration, shall be effective without the prior written approval of Unit Owners and Mortgagees as required in the Declaration. . . . Each amendment of these By-laws shall be effective when duly recorded."

WHEREAS, the Association desires to amend the Declaration, By-Laws and Rules and Regulations in order: (i) to permit the sending and receiving of electronic notices and other communications from the Association and Executive Board to the Unit Owners and others entitled to notices, and vice versa; and (ii) to permit Unit Owners to cast direct or proxy votes on any future matters affecting the Association via PayHOA®, email and/or other electronic submission, and as a way to complete certain actions and votes without the need for a Meeting and in a more efficient manner, in the discretion of the Executive Board.

WHEREAS, the Unit Owners to which sixty-seven percent (67%) of the votes in the Association are allocated have voted or agreed, in accordance with the Declaration, the By-Laws and the Rules and Regulations, to amend the Declaration, the By-Laws and the Rules and Regulations for these stated purposes.

AMENDMENT:

NOW, THEREFORE, and for the above-noted purposes, pursuant to R.I.G.L. §34-36.1-2.17 of the Act, the Declaration, By-Laws and Rules and Regulations are hereby amended as described directly below herein.

As contained in Article XIV of the Declaration, Section 14.6 is hereby amended, such that the following provision shall take the place of Article XIV, Section 14.6 of the Declaration, in its entirety:

“14.6. Notices. All notices or other communications required or permitted to be given under or in connection with this Declaration shall be in writing and shall be deemed given when delivered in any one of the following manners: (i) in person, via hand delivery or via depositing of the notice in the mailbox of the recipient; (ii) via electronic means, including, but not limited to, via text message, via email, via and through PayHOA®, or via any other management software services which may be retained and used, in the Executive Board’s sole discretion, for sending notices in the future; and/or (iii) via regular, first class mail, through the U.S. Postal Service, addressed to the addresses of the Units as set forth in the Declaration, or to such other address as such party may have fixed, by delivering a written notice of the (new) address to the Association, through its Executive Board, in writing, and by first class mail, through the U.S. Postal Service, such that the Executive Board has received such change of address information within at least ten (10) business days prior to the sending of the notice at issue by the Association and/or Executive Board. Notices sent by mail shall be deemed to have been delivered on the second business day after the date of mailing, in the case of mailed notices, or on the date of deposit in the Unit Owner’s (or if applicable, in the Mortgagee’s) mailbox or hand in the case of hand delivery, or the date of sending

the notices if such notices are sent via any electronic means. In the event any proposed action requires the consent of a specified percentage of mortgagees, the Executive Board shall give timely notice to all mortgagees and all guarantors of mortgages on Units. In the event any proposed action requires the consent of a specified percentage of mortgagees relating to a group of Units, the Executive Board shall give timely notice to all mortgagees and all guarantors of mortgages on Units within such group.”

As contained in Article 2 of the By-Laws, Section 2.2(c)-(g) is hereby amended, such that the following provisions shall take the place of the below-noted subsections of Article 2, Section 2.2 of the By-Laws, in their entirety:

“2.2 **Meetings.** Meetings of the Association shall be conducted in accordance with the following:

(a) **Annual Meetings.** (The original language of Section 2.2(a) shall remain the same and is thus hereby incorporated herein.)

(b) **Special Meetings.** (The original language of Section 2.2(b) shall remain the same and is thus hereby incorporated herein.)

(c) **Notice.** Notices to Unit Owners of meetings of the Association, or of meetings of the Executive Board which Unit Owners who are not Executive Board members are entitled or invited to attend pursuant to Section 3.3(e) hereof, or of any actions or votes to be taken without a meeting, shall be delivered in the manner(s) set forth in Article XIV, Section 14.6 of the Declaration, as amended pursuant to this Amendment, and which is incorporated herein. If a notice sent to Unit Owners pursuant to the foregoing sentence includes an item on the proposed agenda which would require the approval of all holders of mortgages pursuant to the Declaration, a copy of such notice will also be sent to the holders of all mortgages. Notwithstanding the foregoing sentence, copies of notices of impending meetings will be provided to the holders of mortgages strictly as a courtesy and the failure of the Association or the Executive Board to provide any Mortgagee with a copy of such notice shall not invalidate any actions taken by the Association or the Executive Board to any liability whatsoever. All such notices shall be delivered to all Unit Owners (and holders of mortgages, if applicable) not less than ten (10) nor more than sixty (60) days in advance of the date of the meeting or the date of the vote and/or other action to be taken without a meeting, to which the notice relates, and shall state the date, time and place of the meeting and the items on the agenda, if applicable, and shall state the general nature of any proposed amendment to the Declaration or By-Laws.

The Secretary of the Executive Board shall cause all such notices to be delivered as aforesaid. Notices sent by mail shall be deemed to have been delivered on the second business day after the date of mailing, in the case of mailed notices, or on the date of deposit in the Unit Owner's (or if applicable, in the Mortgagee's) mailbox or hand in the case of hand delivery, or the date of sending such notices if such notices are sent via any electronic means. No subject may be dealt with at any Annual or Special Meeting of the Association, unless the notice for such meeting or action or vote to be taken without a meeting stated that such subject would be discussed at such meeting or in connection with such action or vote to be taken without a meeting.

(d) **Quorum.** Except as set forth below, the presence in person or by proxy of Unit Owners of fifty percent (50%) or more of the aggregate votes outstanding at the commencement of a meeting shall constitute a quorum at all meetings of the Association and concerning all actions and votes taken without a meeting. If a quorum is not present at the meeting or at the time of casting votes for actions taken without a meeting, Unit Owners entitled to cast a majority of the votes represented at such meeting or concerning such actions or votes taken without a meeting, may adjourn the meeting or voting time period, to a time not less than forty-eight (48) hours after the time for which the original meeting or vote without a meeting was called. If a meeting or voting deadline is adjourned, then the quorum at such second meeting or second voting time period shall be deemed present throughout any meeting of the Association if persons entitled to cast twenty percent (20%) of the votes which may be cast for the election of the Executive Board are present in person or by proxy.

(e) **Voting.** (The original language of Section 2.2(e) shall remain the same and is thus hereby incorporated herein.)

(f) **Proxies.** A vote may be cast in person, via email, via text message, and/or via electronic means through PayHOA® or any other management service as may be designated by the Executive Board in its discretion as a manner of communicating and voting electronically, or by proxy. With the exception of votes conducted via email, via text message, and/or via electronic means through PayHOA® or any other management service as may be designated by the Executive Board in its discretion as a manner of communicating and voting electronically, proxies shall be duly executed in writing by the Unit Owner who is the grantor of the proxy, shall be notarized, and such proxy shall be valid only for the particular meeting(s) or action(s) or vote(s) without a meeting, as

designated therein. Such proxy shall be deemed revoked only by actual receipt by the Secretary of the Executive Board of written notice of revocation from the grantor of the proxy. No proxy shall be valid for a period in excess of one year after the execution thereof. A proxy is void if it is not dated or purports to be revocable without notice.

(g) **Actions of Association without a Meeting.** Any actions that are required or permitted to be taken by a vote of the Association or Executive Board may be taken without a meeting, in the Executive Board's discretion, with the exception of any vote that may not be taken without a meeting based on the Act or other applicable law. The Association shall not be required to schedule or notice an actual, in-person meeting in such circumstances. The Executive Board shall provide notice of any such actions and/or votes of the Association to be taken without a meeting in the same manner and within the same time limits as set forth for noticing meetings in these By-Laws, in Article 2, Section 2.2(c) hereof, as amended; however, rather than notifying the Unit Owners (and Mortgagees, if applicable) of the date and time of a meeting at which such actions and/or votes shall be taken, the Executive Board shall notify the recipients of the notice of a specific date and time at which the time for submission of votes via electronic means and without a meeting shall expire (i.e., a deadline for the electronic casting of votes without a meeting). Unit Owners may then cast their votes for such actions to be taken without a meeting, by delivery of a written, dated, signed, and notarized vote, sent via the electronic and/or any other delivery means allowed by Article 2, Section 2.2(c) hereof, whereby the Executive Board *actually receives* such vote by the date and time designated in the notice for such voting time to expire. Unit Owners may also vote by proxy through electronic means, so long as the Proxy is clear of the intention of the Unit Owner in this regard, and otherwise signed and submitted in accordance with Article 2, Section 2.2(f) hereof, as amended.

(h) **Conduct of Meetings.** (The original language of Section 2.2(h) shall remain the same and is thus hereby incorporated herein.)

(i) **Time and Location of Meetings.** Meetings of the Association directed by Article 2, Section 2.2 hereof, as amended, shall be conducted at the time, location, and/or way specified by the Executive Board in the Notice of Meeting. Meetings of the Association shall be conducted in person.

As contained in Article 3 of the By-Laws, Section 3.3(a)(4) - (b) is hereby amended, such that the following provisions shall take the place of the below-noted subsections of Article 3, Section 3.3 of the By-Laws, in their entirety:

“3.3 Meetings. Meetings of the Executive Board shall be conducted in accordance with the following:

(a) **Time and Location.** (The original language of Section 3.3(a) shall remain the same and is thus hereby incorporated herein.)

(1) (The original language of Section 3.3(a)(1) shall remain the same and is thus hereby incorporated herein.)

(2) (The original language of Section 3.3(a)(2) shall remain the same and is thus hereby incorporated herein.)

(3) (The original language of Section 3.3(a)(3) shall remain the same and is thus hereby incorporated herein.)

(4) The President shall call any Executive Board meeting requested by a majority of the numbers of the Executive Board for a date occurring not less than five (5) nor more than twenty (20) days after receipt of such request.

The President shall designate the time, location and manner in which to conduct the Executive Board meeting. Meetings of the Executive Board shall be conducted in person. No business shall be transacted at Executive Board meetings other than as specified in the notice thereof.”

(b) **Notice.** Not less than forty-five (48) hours prior to the time of any Executive Board meeting, a written notice stating the date, time, place and purpose of such meeting shall be delivered to each Executive Board member. Notice of any Executive Board meeting shall be delivered by hand, mail, email, text message or any other electronic or virtual way deemed appropriate by the Executive Board.

Finally, Article 8, Section 8.3 of the By-Laws is hereby amended, such that the following provision shall take the place of Article 8, Section 8.3 of the By-Laws, in its entirety:

“8.3 Notices. All notices or other communications required or permitted under the Declaration, By-Laws and/or Rules and Regulations shall be in writing and shall be given in accordance with Article XIV, Section 14.6 of the Declaration, as amended herein, Article 2, Section 2.2(c) of the By-Laws, as amended herein, and

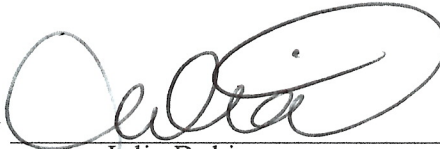
Article 3, Section 3.3(b) of the By-Laws, as amended herein. All notices to the Association, the Executive Board or to the managing agent, shall be in writing and shall be deemed given when delivered in any of the following manners: (i) in person, via hand delivery or via depositing of the notice in the mailbox of the recipient; (ii) via electronic means, including, but not limited to, via text message, via email, via and through PayHOA®, or via any other management software services which may be retained and used, in the Executive Board's sole discretion, for sending notices in the future; and/or (iii) via regular, first class mail, through the U.S. Postal Service, addressed to the addresses of the Units as set forth in the Declaration or to such other address as such party may have may have fixed, by delivering a written notice of the (new) address to the Association, through its Executive Board, in writing, and by first class mail, through the U.S. Postal Service, such that the Executive Board has received such change of address information within at least ten (10) business days prior to the sending of the notice at issue by the Association and/or Executive Board. If a Unit is owned by more than one (1) person, each such person who so designates a single address in writing to the Secretary shall be entitled to receive all notices hereunder."

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

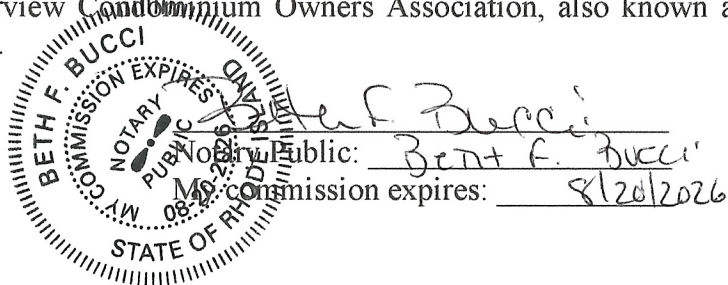
I, Julia Robinson, as Vice-President of the Executive Board of Riverview Condominium Owners Association, also known as Riverview Condominiums Association, hereby execute the aforesaid Amendment and certify that the Amendment was duly noticed to the Association, and voted or agreed upon by those Unit 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 the By-Laws of the Association.

Riverview Condominium Owners Association,
also known as Riverview Condominiums Association,

By 
Name: Julia Robinson
Title: Vice-President, Executive Board

State of Rhode Island
County of Providence

In Cumberland, RI on the 25 day of March, 2024, before me personally appeared Julia Robinson (name), the vice president (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, also known as Riverview Condominiums Association.



After recording, please return to:

Palumbo Law
481 Atwood Avenue
Cranston, RI 02920