

RECORDED 03/27/2024 09:42:26 AM B/P:2522/Pgs 37 - 39; (3 pgs) INST# 2024004186 LILLIAN SILVA, TOWN CLERK LINCOLN, RI

AMENDMENT TO

RIVERVIEW CONDOMINIUMS DECLARATION

THIS AMENDMENT (this "Amendment") is made this 27th day of March, 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, et seq., of the Town of Lincoln Land Evidence Records, as amended ("Declaration") such that no less than Seventy Percent (70%) of the Units in the Association are owner-occupied Units, and the Association shall have a rental/lease capacity limit such that no greater than Thirty Percent (30%) of the Units in the Association shall be rented/leased at any given time.

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 may 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 such that no less than Seventy Percent (70%) of the Units in the Association shall be occupied as the Unit Owners primary residence.

WHEREAS, the Association desires to amend the Declaration such that no greater than Thirty Percent (30%) of the Units in the Association shall be rented/leased at any given time.

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:

The Declaration is hereby amended by inserting the following Section 2.5(f) into the Declaration:

2.5(f) No less than Seventy (70%) percent of the Units in the Association shall be occupied by Unit Owners as their primary residence. To reach the threshold that no less than Seventy (70) percent of the Units in the Association shall be occupied by Unit Owners as their primary residence, the Executive Board shall

not approve new rentals/leases until no less than Seventy (70%) percent of the Units in the Association are occupied by Unit Owners as their primary residence. Units rented/leased at the time of the recording of this Amendment shall be grandfathered in from the aforementioned restriction on the Executive Board approving new rentals/leases until no less than Seventy (70%) percent of the Units in the Association are occupied by Unit Owners as their primary residence. When said grandfathered Unit(s) is sold and/or transferred and the deed is recorded for said sale or transfer, then the Unit shall no longer be grandfathered in from the aforementioned restriction on the Executive Board approving new rentals/leases until no less than Seventy (70%) percent of the Units in the Association are occupied by Unit Owners as their primary residence.

The Declaration is hereby amended by inserting the following Section 2.5(g) into the Declaration:

2.5(g) The Association shall have a rental/lease capacity limit such that no greater than Thirty Percent (30%) of the Units in the Association shall be rented/leased at any given time. The Executive Board shall approve rentals/leases on a first-come, first-served basis and shall keep a waiting list if said rental/lease capacity is reached. If at the time of the recording of this Amendment, the Association's rental/lease capacity is greater than Thirty Percent (30%), then said Units rented/leased at the time of the recording of this Amendment shall be grandfathered in from the aforementioned Thirty Percent (30%) requirement until said grandfathered Unit(s) is sold and/or transferred and the deed is recorded for said sale or transfer.

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IN WITESS WHEREOF, the undersigned has executed this Amendment on the date and
year first written above.
I, <u>Iulia Robinson</u> , as <u>Vice-President</u> 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: Iulia Robinson
Title: Vice-President , Executive Board
State of Rhode Island County of <u>Providence</u>
In Conbessed RT on the 27 day of March ,2024, before me personally appeared Tolio Robinson (name), the Vice Resident (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: Elizabeth Dieffenbach My commission expires: 3/13/2026
After recording please return to:
Palumbo Law 481 Atwood Avenue, Cranston, RI 02920 © 2024 PALUMBO LAW ELIZABETH DIEFFENBACH Notary Public-State of Rhode Island My Commission Expires March 13, 2026



RECORDED 03/27/2024 09:42:26 AM B/P:2522/Pgs 40 - 42; (3 pgs) INST# 2024004187 LILLIAN SILVA, TOWN CLERK LINCOLN, RI

AMENDMENT TO RIVERVIEW CONDOMINIUMS BY-LAWS

THIS AMENDMENT (this "Amendment") is made this <u>27th</u>day of <u>March</u>, 2024, by Riverview Condominiums Owners' Association (the "Association").

WITNESSETH:

The Association hereby amends that certain Riverview Condominiums By-laws, which was recorded on or about April 25, 2006, in Book 1342, at Pages 87, et seq., of the Town of Lincoln Land Evidence Records, as amended ("By-laws") such that no less than Seventy Percent (70%) of the Units in the Association shall be occupied as the Unit Owners primary residence.

RECITALS:

WHEREAS, pursuant to Section 7.1 of the By-laws, the By-laws may be amended only with the consent of Unit Owners to which a majority of the votes in the Association are allocated.

WHEREAS, the Association desires to amend the By-laws such that no less than Seventy Percent (70%) of the Units in the Association shall be occupied as the Unit Owners primary residence.

WHEREAS, the Unit Owners to whom at least a majority of the votes in the Association are allocated have voted to amend the By-laws 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 7.1 of the By-laws, hereby amends the By-laws, as follows:

The By-laws is amended by inserting the following Section 8.7 into the By-laws:

8.7 No less than Seventy (70%) percent of the Units in the Association shall be occupied by Unit Owners as their primary residence. To reach the threshold that no less than Seventy (70) percent of the Units in the Association shall be occupied by Unit Owners as their primary residence, the Executive Board shall not approve new rentals/leases until no less than Seventy (70%) percent of the Units in the Association are occupied by Unit Owners as their primary residence. Units rented/leased at the time of the recording of this Amendment shall be grandfathered in from the aforementioned restriction on the Executive Board approving new rentals/leases until no less than Seventy (70%) percent of the Units in the Association are occupied by Unit Owners as their primary residence. When said grandfathered Unit(s) is sold and/or transferred and the deed is recorded for said sale or transfer, then the Unit shall no longer be grandfathered in from the aforementioned restriction on the Executive Board approving new rentals/leases

until no less than Seventy (70%) percent of the Units in the Association are occupied by Unit Owners as their primary residence.

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IN WITESS WHEREOF, the undersigned has executed this Amendment on the date and
year first written above.
I, <u>Iulia Robinson</u> , as <u>Vice-President</u> 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 a majority of the votes in the Association are allocated, cast in accordance with the provisions of the By-laws and of the Association.
Riverview Condominium Owners Association, By Name: Iulia Robinson Title: Vice-President, Executive Board
State of Rhode Island County of <u>Providence</u> In <u>Comberiand</u> RI on the <u>27</u> day of <u>march</u> , 2024, before me personally appeared <u>Folia Robinson</u> (name), the <u>vice President</u> (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: Flizabeth Dieffenback
After recording please return to:
Palumbo Law 481 Atwood Avenue, Cranston, RI 02920 Notary Public-State of Rhode Island My Commission Expires March 13, 2026

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