

**AMENDMENT
TO RIVERVIEW CONDOMINIUMS DECLARATION**

THIS AMENDMENT is made this ___ day of _____, 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"), for the following purposes: 1) to amend the Declaration to reflect the designation of parking spaces to each unit, including visitors and handicap spaces; 2) to assign eleven (11) parking spaces for visitors and five (5) handicap spaces; 3) to state the hours that the visitor parking shall be open to visitors; 4) to establish a Towing Policy; 5) to designate the last two (2) visitor parking spaces situated in the back end of Building #2 as visitor/snow removal spaces, as more particularly shown on the Plats and Plans recorded herewith in the Town of Lincoln Land Evidence Records (the "Plats and Plans").

RECITALS:

WHEREAS, pursuant to Article XII, 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 in accordance with the procedures specified in Section 34-36.1-2.17 of the Act [i.e., the Rhode Island Condominium Act, R.I. Gen. Laws §§ 34-26.1-1.01, *et seq.* (the "Act")];

WHEREAS, the Association desires to state that one parking space shall be assigned to each Unit, and that in addition to the designated spaces for Units, eleven (11) spaces shall be for visitors and five (5) shall be handicap spaces.

WHEREAS, the Association desires to amend the Declaration to state that in addition to the designated spaces for Units, eleven (11) parking spaces for visitors and five (5) handicapped spaces.

WHEREAS, the Association desires to amend Exhibit C of the Declaration to reflect the designated parking space to each Unit.

WHEREAS, the Association desires to amend the Declaration to state that the visitor parking spaces shall be open to visitors of Unit Owners and residents, daily, from 7:00 a.m. through 3:00 p.m., and that outside of said hours, only visitors of the two (2) bedrooms units shall have the right to use up to one (1) visitor parking space, and any visitors of the one (1) bedroom units shall not have the right to use any visitor parking spaces except within the approved hours.

WHEREAS, the Association desires to establish that the last two (2) visitor parking spaces situated in the back end of Building #2 are designated as visitor/snow removal spaces, that parking

in these spaces shall not be authorized during snow and/or when expecting snowy weather, and that the Executive Board shall provide advance notice whenever these two parking spaces shall be needed to remain clear in preparation for snow plowing depending on weather conditions.

WHEREAS, the Association desires to amend the Declaration in order to incorporate a towing policy confirming that the Executive Board is authorized to tow vehicles that are parked in violation of Article VIII, Section 8.9 of the Declaration, including, but not limited to, vehicles parked in fire lanes or blocking driveways or otherwise parked illegally, vehicles parked in non-designated areas or areas intended for emergency vehicles, vehicles in violation of the visitor parking requirements, vehicles with expired or missing license plates, and/or vehicles that pose a risk to Unit Owners' safety, occupants' safety and/or public safety.

WHEREAS, the Association desires to confer authorization upon the Executive Board to contact a towing company and tow a vehicle that is in violation of Article VIII, Section 8.9 of the Declaration, as amended as set forth hereinafter, in addition to the rights of the Association and/or the Executive Board to issue violations and/or fines for any such violations of Article VIII, Section 8.9 of the Declaration, or to exercise any other rights or remedies to which the Association or the Executive Board may be entitled, under the Declaration, the By-Laws, the Rules and Regulations, the Act, and/or other applicable laws.

WHEREAS, the Association desires to amend the Declaration to confirm that any Unit Owner(s), tenant(s), lessee(s), sublessee(s), invitee(s) and/or other occupant(s) of the Condominium, responsible for any parking violation which led to the towing of a vehicle, shall release, indemnify and hold harmless the Association, the Executive Board, and any towing company(ies) hired by the Association and/or Executive Board, for and against any and all claims, debts, suits, and liabilities of any kind or nature whatsoever, arising out of or claimed to be caused by the towing, including, but not limited to, the following: any mechanical, body and/or other vehicle damages; any personal injuries; any repair and/or medical costs; and all damages to any portion of the Condominium Property.

WHEREAS, the Unit Owners to which at least sixty-seven percent (67%) of the votes in the Association are allocated have voted or agreed, in accordance with the Declaration, as amended, to amend the Declaration for these stated purposes.

AMENDMENT:

NOW, THEREFORE, in accordance with the above-noted provisions of the Declaration, Section 8.9 of the Declaration is hereby amended and replaced in its entirety, with the following language:

“8.9. Parking.

(a) One parking space shall be appurtenant to each Unit. Parking spaces shown on the Plats and Plans are reflected in Exhibit C. In addition to the designated spaces for Units, eleven (11) parking spaces are designated to visitors and five (5) as handicap spaces, as shown on the Plats and Plans. However, due to later necessary

reconfiguration of the Units' designated spaces and those parking spaces available for visitors becoming more limited, the Executive Board caused signage to be posted and information to be painted onto the parking areas, in order to confirm their current status, and to the extent that any of the signage or painted designations on the physical Condominium Property do not match the parking spaces as designated in the Plats and Plans attached hereto at Exhibit C, then the signage and/or designated information in the actual Condominium parking lot areas shall control and take precedence over any conflicting designations in the Plats and Plans. The Parking Spaces appurtenant to Units shall be Limited Common Elements. Visitor and handicap parking spaces shall constitute Common Elements.

(b) Visitor Parking. Visitor parking spaces shall be open to visitors of any Units daily from 7:00 a.m. through 3:00 p.m. (the "Approved Open Visitor Hours"). Outside of the Approved Open Visitor Hours, only visitors of the two (2) bedroom units shall have the right to use up to one (1) of the visitor parking spaces. Visitors of any one (1) bedroom units shall not utilize visitor parking spaces outside of the Approved Open Visitor Hours for any reason.

(c) Snow Plowing. The last two (2) visitor parking spaces situated in the back end of Building #2 shall be designated as visitor/snow removal spaces. Parking in these spaces shall not be authorized during snow and/or when expecting snowy weather. The Executive Board shall provide advance notice whenever these two parking spaces shall be needed to remain clear in preparation for snow plowing depending on weather conditions.

(d) Towing Policy. To ensure compliance with our community's Declaration, By-Laws, Rules and Regulations, the Association, including, but not limited to, by and through its Executive Board, is authorized to tow vehicles that are parked in violation of this Article VIII, Section 8.9. This includes, but is not limited to, unauthorized vehicles parked in a Unit's assigned parking space, vehicles parked in fire lanes or blocking driveways or otherwise parked illegally, vehicles parked in non-designated areas or areas intended for emergency vehicles, vehicles in violation of visitor parking requirements, vehicles with expired or missing license plates, and/or vehicles that, in the Executive Board's discretion, pose a risk to Unit Owners' safety, occupants' safety and/or the public safety.

(e) No Prior Notice of Towing Required. The Executive Board may contact a towing company and tow any vehicle that is in violation of the Association's Declaration, By-Laws, Rules and Regulations

and/or Rhode Island law, immediately, and without advance notice. These rights shall be in addition to, and shall in no manner waive or alter, the rights of the Association and/or Executive Board to issue violations and/or fines for any such parking violations, or concerning any other remedies to which the Association or Executive Board may be entitled, under the Declaration, By-Laws, Rules and Regulations, the Act, and/or other laws.

(f) Indemnification. Any Unit Owners, tenants, lessees, sublessees, invitees, visitors and/or occupants of the Condominium, who are responsible for the parking violation which led to the towing, shall release, indemnify and hold harmless the Association, the Executive Board, and any towing company(ies) hired by the Association and/or Executive Board, for and against any and all claims, debts, suits, and liabilities of any kind or nature whatsoever, arising out of or claimed to be caused by the towing, including, but not limited to, the following: any mechanical, body and/or other vehicle damages; any personal injuries; any repair and/or medical costs; and all damages to any portion of the Condominium Property.”

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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, also known as Riverview Condominiums 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 the Bylaws of the Association.

Riverview Condominium Owners Association,
also known as Riverview Condominiums 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

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