

AMENDMENT TO THE DECLARATION OF RIVERVIEW CONDOMINIUMS

Reference is hereby made to that certain Declaration of Condominium (the "Declaration") of the Riverview Condominiums (the "Condominium") which was recorded with the Land Evidence Records of the Town of Lincoln, State of Rhode Island in Book 1342 at Page 69, dated April 25, 2006, as amended or modified from time to time.

Pursuant to Section 7.2 of the By-Laws, "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 or any Assistant Secretary is empowered to attest and record any such amendments on behalf of the association."

Pursuant to Section 12.4, "Corrective Amendments. If any amendment is necessary in the judgement of the Executive Board to cure any ambiguity or to correct or supplement any provision of this Declaration that is defective, missing or inconsistent with any other provision hereof or with the Act, then at any time, and from time to time, the Executive Board may effect an appropriate corrective amendment without the approval of the Unit Owners or Mortgagees. Each amendment of the type described in this Section 12.4 shall be effective upon Recording of an appropriate instrument setting forth the amendment and its due adoption, which instrument has been executed and acknowledged by one or more officers of the Executive Board.

The Executive Board hereby amends the Declaration pursuant to the Declaration and in accordance with the Rhode Island Condominium Act, including but not limited to, RIGL 34-36.1-2.17 as follows:

Article VI, Section 6.5 of the Declaration of Condominium is deleted in entirety and is replaced with the following:

6.5. Working Capital Fund. Upon the initial transfer of title from the Declarant to the Purchaser of each Unit, the Association shall collect from such Purchaser as defined in Exhibit 3 of the Public Offering Statement (the sample Purchase and Sale Agreement) an amount equal to two (2) months estimated Common Expense Liability which amount shall be deposited into a segregated account for the uses and benefit of the Association (hereinafter the "Working Capital Fund"). The purpose of this fund is to insure that the Association has sufficient cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable by the Executive Board. Amounts paid by Purchasers to the working Capital Fund are not to be considered as advance payments of the assessments described in Section 6.3 hereof. Said amounts are not refundable and are to be collected upon each subsequent transfer of a Unit.

Riverview Condominium Owners Association
By and through its entire Executive Board:



President

Jessica Gojcz

Print Name, President



Secretary

Arthur DeCosta

Print Name, Secretary

STATE OF RHODE ISLAND

COUNTY OF Providence

In ~~Wanskicketon~~ on this 8th day of February, 201~~7~~⁸, before me, the undersigned Notary Public, personally appeared Jessica Gojcz & Arthur DeCosta proved to me through satisfactory evidence of identification, being [check whichever applies] ___ driver's license or other state or federal governmental document bearing a photographic image, ___ oath or affirmation of a credible witness known to me who knows the above signatory, or ☒ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as President of Riverview Condominium Owners Association.



, Notary Public

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Notary Public
State of Rhode Island
My Commission Expires 09/09/2020

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