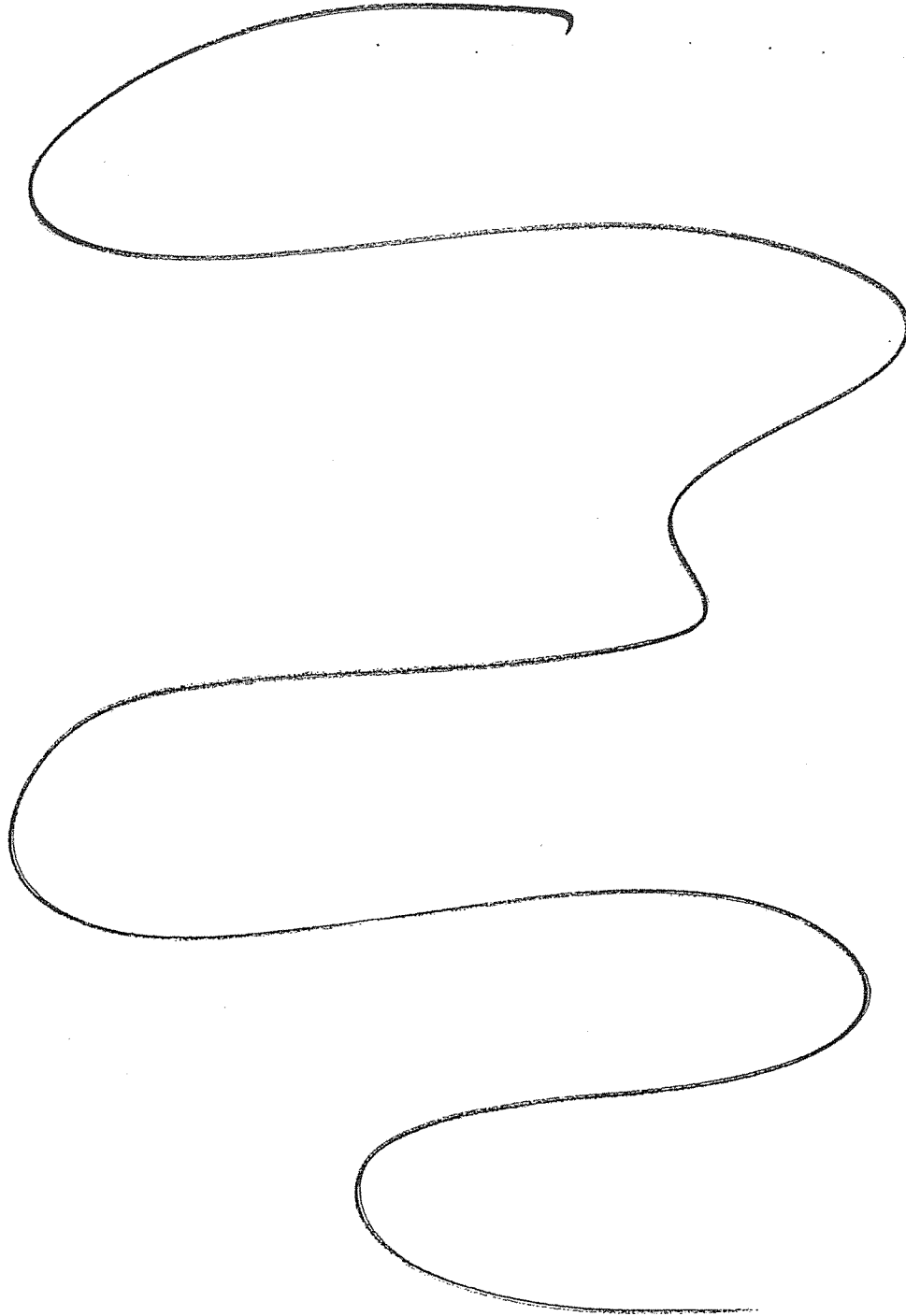
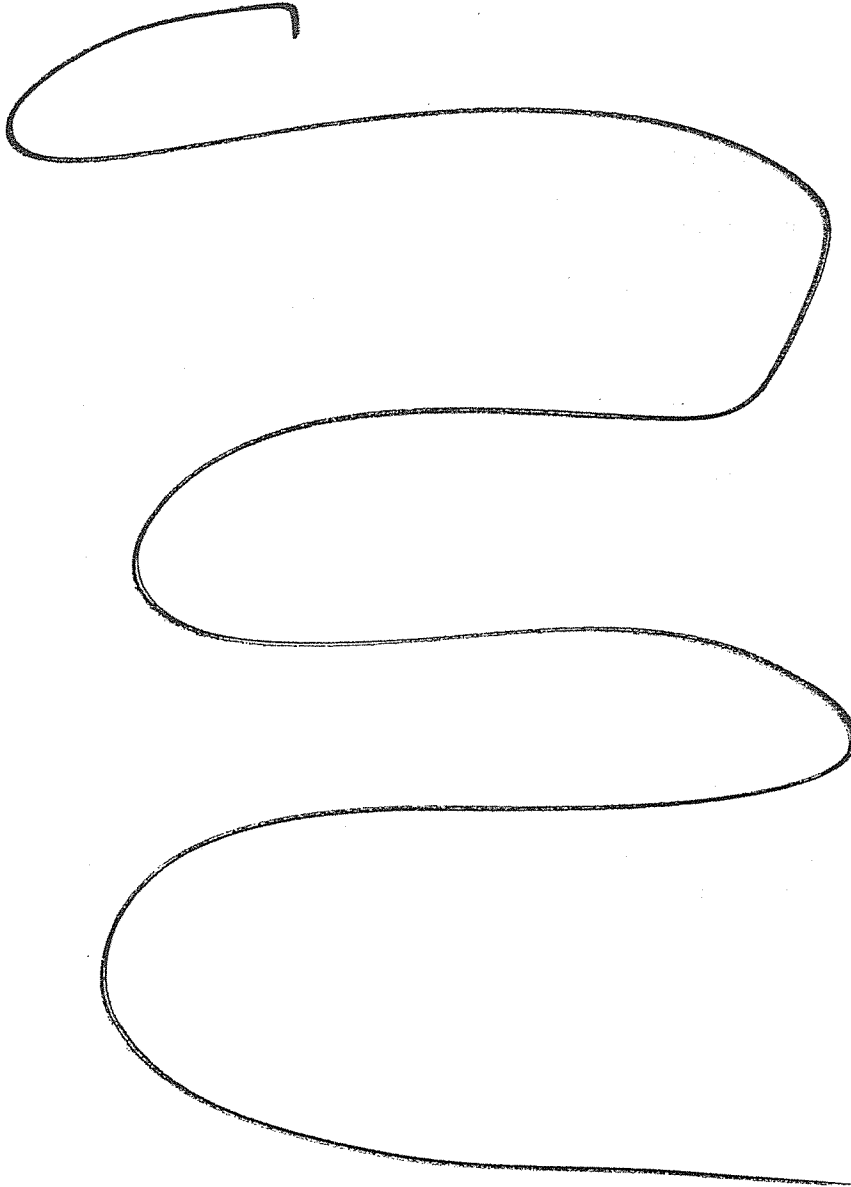


BYLAWS
OF
THE 903 CONDOMINIUM ASSOCIATION



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For all purposes the Association shall act merely as an agent for the Unit Owners as a group. The Association shall have the responsibility of administering the Condominium, establishing the means and methods of collecting assessments and charges, including collecting for arranging payment of all individual real estate taxes that may be assessed against each individual Unit as a result of the tax treaty with the City of Providence, arranging for the management of the Condominium and performing all of the other acts that may be required or permitted to be performed by the Association by the Act and the Declaration. Except as to those matters which the Act specifically requires to be performed by the vote of the Association, the foregoing responsibilities shall be performed by the Executive Board or its designee.

Section 3. Meetings. Annual meetings of the Association shall be held on the second Saturday of January each year. At such annual meetings the Executive Board shall be elected by closed ballot of the Unit Owners. The Association shall also hold its Budget Meeting on the first Monday of December of each year.

Section 4. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Unit Owners as may be designated by the Executive Board.

Section 5. Special Meetings. The President shall call a special meeting of the Association upon a petition signed and presented to the Secretary by at least twenty (20) Unit Owners. The notice of any special meeting shall state the time, place and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 6. Quorum. Sixty percent (60%) of the Unit Owners entitled to vote shall constitute a quorum for transactions of any business of the annual meeting or any other meetings of the Association.

Section 7. Notice of Meetings. The Secretary shall mail or hand deliver to each Unit Owner a notice of each annual or regularly scheduled meeting of the Unit Owners as required by section 34-36.1-3.08 of the Act.

Section 8. Adjournment of Meetings. If at any meeting of the Association a quorum is not present, Unit Owners of a majority of the votes who are present at such meeting in person or by proxy may adjourn the meeting to a time not less than forty-eight (48) hours after the time the original meeting was called.

Section 9. Voting. The vote to which each Unit Owner is entitled shall be the vote assigned to his Unit in the Declaration. A majority vote of the Unit Owners present in person or by proxy is required to adopt decisions at any meeting of the Association.

Section 10. Conduct of Meetings. The then most current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association and the Executive Board when not in conflict with the Declaration, these Bylaws or the Act.

an insufficient number of candidates elected at the Annual Meeting, or the resignation, death, or removal of an elected member, such vacancy shall be filled by majority vote at a meeting of the Executive Board, duly called and held.

Section 6. Meetings. An organizational meeting of the Executive Board shall be held immediately following annual meetings of the Association. Notice of regular meetings of the Executive Board shall be given to each Executive Board member, by mail or telegraph at least three business days prior to the day named for such meeting.

Section 7. Special Meetings. Special meetings of the Executive Board may be called by any board member on three business days notice to each Executive Board member, given by mail or in person which notice shall state the time, place and purpose of the meeting.

Section 8. Waiver of Notice. Any Executive Board member may at any time, in writing, waive notice of any meeting of the Executive Board, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by an Executive Board member at any meeting of the Executive Board shall constitute a waiver of notice by him or her of the time, place and purpose of such meeting, if all Executive Board members are present at any meeting of the Executive Board, no notice shall be required and any business may be transacted at such meeting.

Section 9. Compensation. No Executive Board member shall receive any compensation from the Association for acting as such.

Section 10. Action Without Meeting. Any action by the Executive Board required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Executive Board shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Executive Board.

Section 11. Liability of the Executive Board, Officers, Unit Owners and Association. (a) The officers and members of the Executive Board shall not be liable to the Association for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify and hold harmless each of the officers and Executive Board members from and against all contractual liability to others arising out of contracts made by the officers or the Executive Board on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Act, the Declaration or these Bylaws. Officers and members of the Executive Board shall have no personal liability with respect to any contract made by them on behalf of the Association. The liability of any Unit Owner arising out of any contract made by the officers or Executive Board, or out of the aforesaid indemnity in favor of the members of the Executive Board or officers, or for damages as a result of injuries arising in connection with the Common Elements solely by virtue of his ownership of a Common Element Interest therein or for liabilities incurred by the Association, shall be limited to the total liability multiplied by his or her Common Element Interest. Every agreement made by the officers, the Executive Board or the Managing Agent on behalf of the Association shall, if obtainable, provide that the officers, the members of the Executive Board or the Managing Agent, as the case may be, are acting only as agents for the

Section 5. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data; and be responsible for the deposit of all monies and other valuable effects in the name of the Executive Board, the Association or the Managing Agent, in such depositories as may from time to time be designated by the Executive Board; and, in general, perform all the duties normally incident to the office of treasurer of a corporation.

Section 6. Execution of Documents. All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by two (2) Executive Board members.

Section 7. Compensation of Officers. No officer or Executive Board member shall receive any compensation from the Association for acting as such officer or Executive Board member.

ARTICLE 5: OPERATION OF THE PROPERTY

Section 1. Determination of Common Expenses and Assessments Against Unit Owners.

(a) "Fiscal Year". The fiscal year of the Association shall be the calendar year unless otherwise determined by the Executive Board.

(b) "Preparation and Approval of Budget."

(i) Within thirty (30) days after adoption of any proposed budget for the condominium, the executive board shall provide a summary of the budget to all the unit owners, and shall set a date for a meeting of the unit owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting a majority of all the unit owners or any larger vote specified in the declaration reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the unit owners shall be continued until such time as the unit owners ratify a subsequent budget proposed by the executive board. The budget shall contain an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements and those parts of the Units as to which it is the responsibility of the Executive Board to maintain, repair and replace, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Act, the Declaration or a resolution of the Association and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and the rendering to the Unit Owners of all related services.

or from his negligence.

(c) Manner of Repair and Replacement. All repairs and replacements shall be substantially similar to the original construction and installation and shall be of first-class quality. The method of approving payment vouchers for all repairs and replacements shall be determined by the Executive Board.

ARTICLE 6: AMENDMENTS

Section 1. General requirements; Holders of Mortgages; Curative Amendments to Bylaws. Except as otherwise provided in any one or more of these Bylaws, these Bylaws may be amended by vote of 75% of the Unit Owners at a meeting duly called with notice of the intended amendment(s). 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 all First Mortgagees, as that term is defined in the Declaration. Additionally, if any amendment is necessary in judgment of the Executive Board to cure any ambiguity, minor defect or to correct or supplement any provision of these Bylaws that is defective, missing or inconsistent with any other provision hereof, or with the Act or the Declaration, or of Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with respect to condominium projects, then at any time and from time to time the Executive Board, acting through the President, may effect an appropriate corrective amendment without the approval of the Unit Owners or the holders of any liens on all or any part of the Property.

ARTICLE 7: MISCELLANEOUS

Section 1. Notices. All notices, demands, bills, statements or other communications shall be in writing and shall be deemed to have been duly given if delivered personally or if sent postage prepaid (i) if to a Unit Owner, at the address which the Unit Owner shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Unit of such Unit Owner, or (ii) if to the Association, the Executive Board or to the Managing Agent, at the principal office of the Managing Agent or at such other address as shall be designated by notice in writing to the Unit Owners pursuant to this Section.

Section 2. Conflicts. The Act and the Declaration shall control in the event of any conflict between the provisions thereof and the provisions of these Bylaws. The Act, the Declaration and these Bylaws shall control in the case of any conflict between the provisions thereof and the provisions of the Rules and Regulations.

Section 3. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Declaration, the Bylaws, or the intent of any provision thereof.

Section 4. Gender. The use of the masculine gender in this Declaration shall be deemed

A T H E N A

Doc No: 00131109
Book: 7935 Page: 304

Re: The 903 Condominium

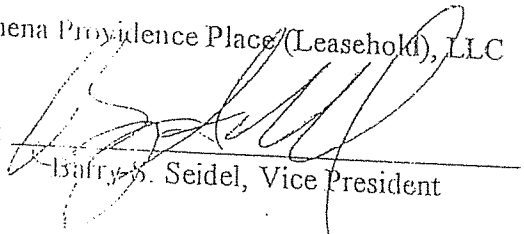
Based upon a series of reports coordinated by The Robinson Green Beretta Corporation and pursuant to RIGL 34-36.1-4.06, the undersigned avers that the present condition of all the structural components, mechanical and electrical installations of the buildings, which exist within The 903 Condominiums are in sound condition and properly suited for residential use.

The undersigned makes no representations as the expected useful life of the structural components, mechanical and electrical installations.

To the best of the undersigned's knowledge, there is no current building code violations with regard to the property upon which The 903 Condominium is located.

Witness my hand this 20th day of January, 2006.

Athena Providence Place (Leasehold), LLC

By: 
Barry S. Seidel, Vice President

RECEIVED:

Providence
Received for Record
Mar 22, 2006 at 02:33:14P
Document Num: 00131109
Barbara Trancy
Recorder of Deeds

B
of
A

BENN & ASSOCIATES INC
STRUCTURAL ENGINEERS

DATE: January 20, 2006
TO: The Robinson Green Beretta Corp
50 Holden Street
Providence, RI 02908
ATT: Mr. Kip McMahan A.I.A.
RE: The 903 Residences
Structural Condition
B & A # 13006

Dear Mr. McMahan:

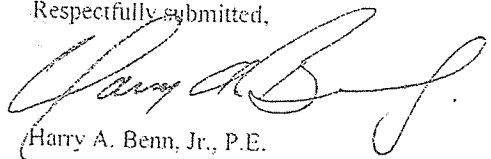
As requested, we have performed a site walk through in order to observe the general arrangement and layout of the structural framing supporting this multi-tenant residential complex.

Based on our limited visual observations of the structural system, we noted no areas of distress.

Please note that the review of framing system has been based on visual observations only, and that analytical analysis relative to the structural capacity or performance has not been performed.

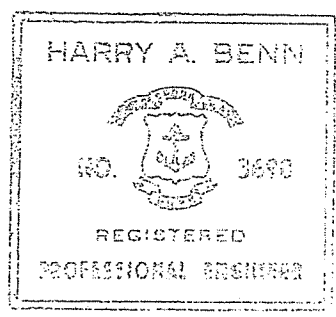
If you have any questions please feel free to call me at 401.437.6150.

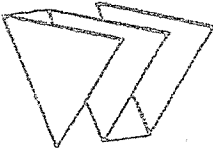
Respectfully submitted,



Harry A. Benn, Jr., P.E.
President

BENN & ASSOCIATES INC
STRUCTURAL ENGINEERS





WILKINSON ASSOCIATES INC
CONSULTING ENGINEERS

515 jefferson boulevard, warwick, rhode island 02686
telephone (401) 737-6386 fax (401) 738-2167

January 18, 2006

The Robinson Green Beretta Corporation
50 Holden Street
Providence, Rhode Island 02908

Attn: Mr. Kip McMahan A.I.A.
Vice President

Re: The 903 Residences
Fire Protection Sprinkler Systems Condition
1000 Providence Place
Providence, Rhode Island

Dear Mr. McMahan:

As requested, we have performed a site walk through in order to observe the general arrangement and condition of the Fire Protection Sprinkler Systems that serve this multi-tenant residential complex.

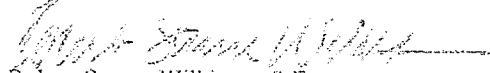
Based upon our visual observations of the Fire Protection Sprinkler Systems in place, we note no defects that will detract from the use and/or the enjoyment of the facility for its residential use.

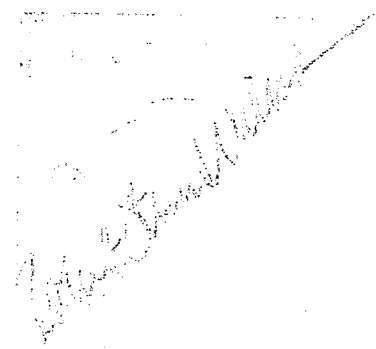
Please note that the review of the Fire Protection Sprinkler Systems in place has been based upon visual observations only, and that analytical analysis relative to system capacity or performance has not been performed.

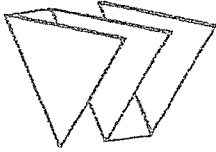
If you have any questions, please do not hesitate to call.

Very truly yours,

WILKINSON ASSOCIATES INC


Robert Steven Wilkinson P.E.





WILKINSON ASSOCIATES INC
CONSULTING ENGINEERS

615 jefferson boulevard, warwick, rhode island 02886
telephone (401) 737-6386 fax (401) 738-2167

January 18, 2006

The Robinson Green Beretta Corporation
50 Holden Street
Providence, Rhode Island 02908

Attn: Mr. Kip McMahan A.I.A.
Vice President

Re: The 903 Residences
HVAC Systems Condition
1000 Providence Place
Providence, Rhode Island

Dear Mr. McMahan:

As requested, we have performed a site walk through in order to observe the general arrangement and condition of the HVAC systems that serve this multi-tenant residential complex.

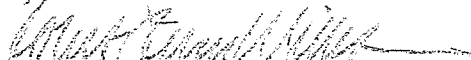
Based upon our visual observations of the HVAC systems in place, we note no defects that will detract from the use and/or the enjoyment of the facility for its residential use.

Please note that the review of the HVAC systems in place has been based upon visual observations only, and that analytical analysis relative to system capacity or performance has not been performed.

If you have any questions, please do not hesitate to call.

Very truly yours,

WILKINSON ASSOCIATES INC


Robert Steven Wilkinson P.E.

