

SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OF THAT CONDOMINIUM INITIALLY RECORDED IN BOOK 7838 AT PAGE 200

DECLARATION OF CONDOMINIUM

OF

THE 903 CONDOMINIUM

THE FILING OF THIS DOCUMENT SUPERSEDES ANY PREVIOUS
DECLARATION OF CONDOMINIUM FOR THE 903 CONDOMINIUM

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THE 903 CONDOMINIUM
DECLARATION

ARTICLE I: SUBMISSION

Section 1.1. Submission of Property: Name: Location. Athena Providence Place (Leasehold), LLC, a Delaware limited liability company (the "Declarant"), owner of all buildings on the leased real property, known as Lot 367, Assessor's Plat 26, and the fee simple owner of the real estate known as Lot 369, Assessor's Plat 26, all described in Exhibit 1, attached hereto and incorporated herein by reference, located at 1000 Providence Place, in the City of Providence, Providence County, State of Rhode Island (hereinafter the "Buildings"), hereby submits said Buildings, together with all easements, rights and appurtenances thereunto belonging and all the improvements erected or to be erected therein (hereinafter the "Improvements") to the provisions of Rhode Island General Laws Chapter 34-36.1 et. seq., known as the Rhode Island Condominium Act (hereinafter "Act") and hereby creates with respect to the Property a leasehold condominium to be known as THE 903 CONDOMINIUM (hereinafter the "Leasehold Condominium" or "Condominium"). The Condominium hereby created will consist of three hundred thirty (330) Residential Units in seven (7) buildings, seventy-nine (79) Storage Units and one hundred two (102) Parking Space Units.

In accordance with RIGL 34-36.1-2.06, no unit owners have any rights under RIGL 34-36.1-2.06 (a) (4), (5) and (6). Under RIGL 34-36.1-2.06(a)(1), the underlying lease is by and between Kinsley Harris, LLC, as Lessor, and Jefferson at Providence Place Apartments, L.P., as Lessee, recorded in Book 4956 at Page 241, as further modified by that Assignment and Assumption of Ground Lease and Memorandum of Ground Lease recorded in Book 7769 at Page 91 in the Providence Land Evidence Records by and between Athena Providence Place (Ground), LLC, as Lessor, and Athena Providence Place (Leasehold), LLC, as Lessee, by virtue of an Assignment and Assumption of Ground Lease recorded in Book 7769 at Page 99 in the Providence Land Evidence Records. The term of said Lease expires December 31, 2100.

Section 1.2 Easements and Licenses. Included among the easements, rights and appurtenances shall be rights reserved by the Declarant to grant easements to appropriate utility and service companies; cable television and governmental agencies for utilities and service lines; to create, assign or lease parking spaces located in the parking garage

ARTICLE II
DEFINITIONS

Section 2.1. Terms Defined in the Act. As provided in Section 34-36.1-1.03 of the Act,

capitalized terms not otherwise defined herein or in the Plats and Plans shall have the meanings specified in Section 34-36.1-1.03 of the Act.

Section 2.2. Terms Specifically Defined in this Declaration. In addition to the terms hereinabove defined, the following terms shall have the following meanings in this Declaration, the Bylaws, and Plats and Plans:

- a) "Association" means the Unit Owners' Association of the Condominium, which is known as The 903 Condominium Association.
- b) "Building" means any residential, service, parking or recreational structure or other improvement now or hereafter constructed on the leased Property.
- c) "Bylaws" means the document having that name and providing for the governance of the Association, pursuant to Section 36.1-3.06 of the Act, as such document may be amended from time to time.
- d) "Condominium" means the leasehold Condominium described in Section 1.1 above.
- e) "Condominium Documents" include the Public Offering Statement, the Declaration, Plats and Plans, Bylaws and Rules and Regulation.
- f) "Declarant" means the Declarant described in Section 1.1 above.
- g) "Declaration" means this document, as the same may be amended from time to time.
- h) "Development Rights" means the rights reserved to the Declarant pursuant to Article XI hereof.
- i) "Executive Board" means the Executive Board of the Association.
- j) "General Common Expenses" means Common Expenses as determined in Section 5.2 hereof.
- k) "Limited Common Elements" (or in the singular, a "Limited Common Element") means those parts of the Property either described in the Act as being limited common elements or described herein or in the Plats and Plans as being limited common elements (i.e.- storage closets, parking spaces) not assigned as Common Elements or Individual Units, whether Residential Units, Storage Units or Parking Space Units.
- l) "Monthly Assessment" means the Unit Owner's share of the anticipated Common

Expenses, allocated by Unit, for each month of the Association's fiscal year.

- m) "Mortgagee" means the holder of any recorded first mortgage encumbering one or more of the Units.
- n) "Percentage Interest" means the undivided interest in the Common Elements appurtenant to a Unit, as set forth on Exhibit 2 attached hereto, as the same may be amended from time to time.
- o) "Property" means the Property described in Section 1.1 above and upon which there exists a ground lease by and between Athena Providence Place (Ground), LLC, a Delaware limited liability company, as Lessor, and Athena Providence Place (Leasehold), LLC, a Delaware limited liability company, as Lessee.
- p) "Plats and Plans" means the Plats and Plans recorded herewith and described on Exhibit 3 attached hereto as such may be amended from time to time.
- q) "Record" means to record in the Office of the Recorder of Deeds of the City of Providence, Rhode Island.
- r) "Rules and Regulations" means such rules and regulations as are promulgated by the Declarant or the Executive Board from time with respect to the use of all or any portion of the Buildings and/or Property.
- s) "Special Assessment" means a Unit Owner's share of any assessment made by the Executive Board in addition to the Monthly Assessment.
- t) "Special Declarant Rights" means those rights which the Declarant has reserved to itself as set forth in Article XI and elsewhere in this Declaration.
- u) "Unit" means a physical portion of the leasehold Condominium designated for separate ownership or occupancy, the boundaries of which are described in Article III. References to Unit or Units, herein includes any and all Units which the Declarant has reserved the right to create.

Section 2.3. Provisions of the Act. The provisions of the Act shall apply to and govern the operation and governance of the Condominium, except to the extent those contrary provisions, not prohibited by the Act, are contained in one or more of the Condominium Documents.

ARTICLE III: UNIT BOUNDARIES AND MAINTENANCE RESPONSIBILITIES

Section 3.1. Unit Boundaries.

- a) The boundary lines of each Residential Unit are as shown on the Plats and Plans and are formed by the following planes:
1. The Unit-side surface of the exterior walls of the Building as are adjacent to such Unit;
 2. The Unit-side surface of the interior walls of the Building as are adjacent to such Unit;
 3. The Unit-side surface of furring around utility shafts, and other Common Elements within or passing through such Unit, the Unit to include the thickness of the finish material such as plaster or drywall;
 4. The Unit-side surface of ceilings and furring under and around (i) wood members and (ii) utility lines, ducts and cables, the Unit to include the thickness of the finish material such as plaster or drywall.
 5. The Unit-side surface of the structural wood floor of such Unit, the Unit to include the thickness of the finish material such as carpet, tile or hardwood;
 6. The Unit-side surface of the sash of windows which are set in the exterior walls of such Unit, the exterior surface of the panes of such windows and the Unit-side surface of window sills, moldings, trim, jambs and mullions for such windows, the Unit to include the thickness of the finish material such as plaster or drywall; and
 7. The exterior surface of doors, and their sills and hardware, and the Unit-side surface of the door frames in which such doors are set, the Unit to include the thickness of the finish material such as plaster or drywall.
- b) The boundary lines of each Storage Unit are as shown on the Plats and Plans and are formed by the following planes:
1. The Unit-side surface of the exterior walls of the Building as are adjacent to such Unit;
 2. The Unit-side surface of the interior walls of the Building as are adjacent to such Unit;

3. The Unit-side surface of furring around utility shafts, and other Common Elements within or passing through such Unit, the Unit to include the thickness of the finish material such as plaster or drywall;
 4. The Unit-side surface of ceilings and furring under and around (i) wood members and (ii) utility lines, ducts and cables, the Unit to include the thickness of the finish material such as plaster or drywall.
 5. The Unit-side surface of the structural wood floor of such Unit, the Unit to include the thickness of the finish material such as carpet, tile or hardwood;
 6. The Unit-side surface of the sash of windows which are set in the exterior walls of such Unit, the exterior surface of the panes of such windows and the Unit-side surface of window sills, moldings, trim, jambs and mullions for such windows, the Unit to include the thickness of the finish material such as plaster or drywall; and
 7. The exterior surface of doors, and their sills and hardware, and the Unit-side surface of the door frames in which such doors are set, the Unit to include the thickness of the finish material such as plaster or drywall.
- c) The boundary lines of each Parking Space Unit are as shown on the Plats and Plans and are formed by the following planes:
1. The lower boundary is a horizontal plane consisting of the unit-side surface of the paving below the lower boundary plane. The upper boundary is a horizontal plane extending no more than six feet nine inches from the lower boundary plane. The lateral or perimetrical boundaries are the vertical planes extending upward from the outside edges of the lower boundary plane to the outside edges of the upper boundary plane. The outside edges of the lower boundary plane which intersect with the vertical planes of the lateral or perimetrical boundaries are shown on the Plats and plans.
 2. The Parking Space Unit is all of the air space located within the aforesaid boundary lines. No Parking Space Unit may be altered, built upon or otherwise transformed without consent of the Executive Board.
- d) Each Unit consists of all portions of the Building within the aforesaid boundary lines, except the air space displaced by (i) structural members and bearing partitions within or passing through such Unit which are deemed to be Common Elements; (ii) other Common Elements within such Unit including, without limitation, chutes, flues, ducts, wires,

conduits and pipe runs which serve more than one Unit. There is included within a Unit (by way of illustration and not limitation): (1) the air space enclosed by such boundary lines, (2) all partitions which are wholly contained within such boundary lines including (but not limited to) all doors, door frames, hardware, electrical outlets and wiring, telephone outlets and conduits and other equipment and devices in such partitions serving only such Unit, (3) all fixtures located within such boundary lines and serving only such Unit, and their water and waste connections, (4) all items of kitchen equipment located within such boundary lines and serving only such Unit, and such equipments' water, waste and electrical connections, (5) heat pumps, exhaust fans and the grilles, registers, ventilation ducts, and related fixtures, which serve only such Unit, whether or not any of the foregoing is located in any portion of the Common Elements, (6) lighting devices (including, by way of illustration and not limitation, lamps and bulbs which are surface mounted on, recessed in or suspended from, ceilings, walls and partitions within or around the perimeter of such Unit) serving only such Unit, whether or not such lighting devices are themselves located entirely within the boundary lines of such Unit, (7) outlets, wires, cables, fiber optics, conduits, circuits and related equipment transmitting electricity for lighting and power or not limited to, impulses and signals for telephone, telegraph and television transmission, except to the extent otherwise specifically provided herein), which serve only such Unit and which are located entirely within the boundary lines of such Unit, (8) surface mounted and recessed medicine cabinets (including, by way of illustration and not limitation, all associated lighting fixtures and accessories), and (9) refrigerators, ranges, dishwashers and other appliances and the portions of their water, waste, electrical and exhaust connections located within such boundary lines and serving only such Unit.

- e) Each Residential Unit and Storage Unit's identifying number is shown on the Plats and Plans and on Exhibit 2 and each Parking Space Unit's identifying number is shown on the Plats and Plans and on Exhibit 2a.

Section 3.2. Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units shall be maintained and repaired by each Unit Owner. The Common Elements shall be maintained and repaired by the Association in accordance with the provisions of 36.1-3.07 of the Act, except as expressly set forth to the contrary herein.

ARTICLE IV: COMMON ELEMENTS

All areas and facilities shown on the Plats and Plans which are not part of a Unit shall comprise the Common Elements, and such elements shall be designated as "General Common Elements" and "Limited Common Elements" defined as follows:

Section 4.1. Limited Common Elements. Limited Common Elements shall mean those portions of the Building defined as such pursuant to Section 34-36.1-2.02(2) and (4) of the Act or as identified and designated as Limited Common Elements in the Plats and Plans, or Section 4.2 hereof. Those portions of the Limited Common Elements serving only the Unit above, below or adjacent to such Limited Common Element, as the case may be, are Limited Common Elements allocated only to the Unit which they serve.

Section 4.2. Specified Limited Common Elements. The following portions of the Building or the Property are hereby designated as limited common elements; parking spaces (not specifically designated as Parking Space Units); storage closets; window and door sills, decks and/or patios, if any, light fixtures over any deck and/or patio, frames and hardware, if any, which are not part of the Unit but which are adjacent to and/or serve only such Unit that have not been designated as separate Units or Common Elements, as the case may be.

ARTICLE V: ALLOCATION OF PERCENTAGE INTERESTS, EXPENSES, VOTES

Section 5.1. Percentage Interests. Attached as Exhibit 2 is a list of the Units, their Identifying Numbers, and the percentage interest appurtenant to each Unit.

Section 5.2. Common Expenses and Special Assessments. Each Unit shall have a percentage interest in the Common Expenses and Special Assessments of the Condominium equal to the Percentage Interest in the Common Elements appurtenant to such unit as set forth in Exhibit 2 attached hereto. In addition to the Common Expenses and Special Assessments, each Unit shall make all real estate tax payments, included with the monthly or quarterly common expense contribution, directly to an affiliate of the Condominium Association, as a result of the tax treaty with the City of Providence. The affiliate of the Condominium Association that will collect such real estate tax payments will make one 'lump sum' payment for all real estate taxes on the entire property, which includes each individual Unit.

Section 5.3. Voting. The vote which the owner of each Residential Unit shall be entitled to cast on any matter on which an owner is entitled to vote shall only be one vote per Unit and is not decided upon on a percentage interest ownership basis. Storage Space Unit Owners and Parking Space Unit Owners shall not have any voting rights.

ARTICLE VI: EASEMENTS; TITLE MATTERS

In addition to the easements created by Sections 34-36.1-2.14 and 34-36.1-2.16, of the Act, the following easements are hereby created:

Section 6.1. Utility Easements. The Units, Common Elements, and Limited Common Elements

shall be, and hereby are, made subject to easements in favor of the Declarant, appropriate utility and service companies, cable television companies, fiber optic companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created herein shall include, without limitation, rights of the Declarant or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, drainage ditches and pump stations, telephone wires and equipment, television equipment and facilities (cable or otherwise), electrical wires, conduits and equipment and ducts and vents over, under, through, along and on the Units and Common Elements. With respect to any utility lines or equipment serving only the Condominium and located upon the Common Elements, the Executive Board shall have the right and power to dedicate, convey title to the same to any private or public utility company and, in addition, the Executive Board shall have the right and power to convey easements over the Common Elements for the installation, maintenance, repair and replacement of utility poles, lines, wires and other equipment to any private or public utility company.

Section 6.2. Ingress/Egress. Each Unit Owner is hereby granted an easement in common with each other Unit Owner for ingress and egress through all Common Elements by persons lawfully using or entitled to the same, including crossing over any Parking Space Unit boundaries to enter, exit or otherwise access and egress that Parking Space Unit or Limited Common Element.

Section 6.3. Declarant Easements. Declarant reserves, for as long as it is entitled to exercise any Development Rights, an easement to go upon any and all of the Property for the purposes of construction, reconstruction, maintenance, repair, renovation, replacement or correction of the Units or Common Elements (including, without limitation, the Limited Common Elements).

Section 6.4. Common Elements. The Common Elements (including, but not limited to the Limited Common Elements) shall be and hereby are made subject to an easement in favor of the Association and the agents, employees and independent contractors thereof for the purpose of the inspection, upkeep, maintenance, repair and replacement of the Common Elements (including, but not limited to, the Limited Common Elements).

Section 6.5. Intentionally Omitted.

Section 6.6. Easements to Units in Common Elements. The Common Elements (including, but not limited to, the Limited Common Elements) shall be and hereby are made subject to the following easements in favor of the Units benefited:

- a) For the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, heating and air conditioning systems, electrical, telephone and other communication wiring and cables and all other utility lines and conduits which are a part

of or exclusively serve a single Unit and which pass across or through a portion of the Common Elements;

- b) For the installation, repair, maintenance, use, removal and/or replacement of overhead lighting fixtures, electrical receptacles and the like which are located in a portion of the ceiling, wall or floor adjacent to a Unit which is a part of the Common Elements; provided that the installation, repair, maintenance, use, removal or replacement of such fixtures, receptacles, and the like do not unreasonably interfere with the common use of any part of the Common Elements or impair or structurally weaken any Building;
- c) For driving and removing nails, screws, bolts and the like into the Unit-side surface of walls, ceilings and floors which are part of the Common Elements; provided that such action will not unreasonably interfere with the common use of any part of the Common Elements or impair or structurally weaken any Building; and
- d) For the maintenance of the encroachment of any lighting devices, outlets, medicine cabinets, exhaust fans, ventilation ducts, registers, grilles and similar fixtures which serve only one Unit but which encroach into any part of any Common Element or Limited Common Element on the date this Declaration is recorded or any amendment hereof is recorded.

Section 6.7. Structural Support. To the extent necessary, each Unit shall have an easement for structural support over every other Unit in the Building, the Common Elements and the Limited Common Elements, and each Unit and the Common Elements shall be subject to an easement for the structural support in favor of every other Unit in the Building, the Common Elements and the Limited Common Elements.

Section 6.8. Sales Office/ Management Office. The Declarant shall have the right to maintain management offices and sales offices on any portion of the Common Elements or in any Unit owned by the Declarant in such number, of such size and in such locations as the Declarant deems appropriate. The Declarant may from time to time relocate models, management offices and sales offices to different Units owned by the Declarant or to different locations within the Common Elements.

Section 6.9. Easements Run with the Building. All easements, rights and restrictions described and mentioned in this Declaration are easements appurtenant, running with the Building, including (by way of illustration, but not limitation) the Units and the Common Elements, and (except as expressly may be otherwise provided herein or in the instrument creating the same) shall continue in full force and effect until the termination of this Declaration, as it may be amended from time to time.

Section 6.10. Additional Easements. The Declarant reserves the right to grant to any third party any license or easement in, on over or through the Buildings, in addition to and not in limitation of those set forth above, which license or easement is determined by the Declarant, in its reasonable judgment, to be necessary for the development or improvement of the Buildings. Any such license or easement granted hereunder may be recorded by the Declarant at its sole cost and expense. The Association, at the request of the Declarant, shall execute and deliver in recordable form any instrument or document necessary or appropriate to confirm the grant of such license or easement.

Section 6.11. Title Matters. In addition to those easements described herein, title to the Building is subject to any additional restrictions and title exceptions set forth on Exhibit 4 attached hereto. In particular, the fee simple title in the real property is subject to a \$9,000,000.00 mortgage, which is scheduled to be defeased on or about December 31, 2006.

ARTICLE VII: RESTRICTIONS ON USE

Section 7.1. Residential Use. The following restrictions shall apply to the use of the Condominium:

- a) The Residential Units in the Condominium (with the exception of any Units during the time period when they are being used by the Declarant as a sample, model or sales office) are restricted to residential use and may not be used for any other purpose; however home office usage is permitted, so long as no business guests, invitees or licensees are permitted upon the premises. Notwithstanding the foregoing, all Storage Units purchased as a separate Unit can only be used for residential purposes in connection with the ownership of a Residential Unit. Parking Space Units, which are not Limited Common Elements assigned to any particular Residential Unit, shall be solely used for purposes of parking registered motorcycles, motorized vehicles or privately registered passenger vehicles., whether the owner of the Parking Space Unit be a resident or non-resident. Any other use of a Parking Space Unit, including, but not limited to, repairing, maintaining or servicing a registered motorcycle, motorized vehicle or privately registered passenger vehicle, is prohibited..
- b) Dogs, cats or other domesticated pet animals or birds will be allowed in any Unit, provided that the aggregate weight of any cats or dogs cannot exceed twenty-five (25) pounds. Upon entry of any pets, the Unit Owner shall be charged an additional fee of \$25.00 per month per pet and a \$250.00 refundable security deposit upon the sale of the respective unit, provided that no damage is caused by the Unit Owner's pet or pets in the Common Areas of the buildings. Under no circumstances may any portion of the premises be used for the breeding of animals, sale of animals, sheltering of stray animals or for any similar purposes.

- c) No noises, sounds or music of excessive volume or offensive character and no boisterous or otherwise offensive conduct, all as determined by the Executive Board in its sole and unrestricted discretion, shall be permitted on the Condominium premises.
- d) No Unit Owner may obstruct the Common Elements in any way without the prior written consent of the Executive Board, which consent may be given, withheld, qualified or withdrawn in the sole and absolute discretion of the Executive Board, No Unit Owner may place or install a roof antenna, satellite dish or other device in or on the Common Elements without the prior written consent of the Executive Board, which consent may be given, withheld, qualified or withdrawn in the sole and absolute discretion of the Executive Board.
- e) There is one (1) parking space available in the parking garage for any private, registered passenger vehicles, motorcycles or any other motorized vehicle for each one bedroom unit. There are two (2) parking spaces available in the Parking Garage for any private, registered passenger vehicles, motorcycles, or any other motorized vehicle for each two bedroom unit. There are a limited number of parking spaces available for guests of the Unit Owners; however each Unit owner must register his or her guest's vehicle with the management office. The use of each parking space is subject to a preventative maintenance fee, as solely determined by the Executive Board, and shall be included in the monthly Common Charges. Designated handicapped parking spaces are solely to be used for the purposes of vehicles and users that have a duly issued handicapped sticker, placard or other municipally issued authorization to occupy such spaces designated for such use. If a Residential Unit Owner, or a resident of a Residential Unit within the Condominium, has a duly issued handicapped parking sticker, placard or other municipally issued authorization, that Residential Unit Owner, or resident of the Residential Unit, may be re-assigned a designated handicapped parking space in exchange for allowing the Condominium Association to use its Limited Common Element Parking Space. Such exchange must be approved by the Executive Board, which consent may not be unreasonably withheld. At the time that the Residential Unit Owner or resident of a Residential Unit no longer requires the use of a dedicated handicapped parking space, designated parking spaces shall revert to the original parking space designation or as determined by the Executive Board of the Condominium Association.
- f) No Unit Owner may carry on any practice, or permit any practice to be carried on, which unreasonably interferes with the quiet enjoyment of the occupants of any other Unit. The Property is to be maintained in a clean and sanitary condition, and no Unit Owner may place any garbage, trash, rubbish, or recyclables anywhere in the Property other than in his or her own Unit and in or on such parts of the Common Elements as may be designated for such purpose by the Executive Board.

- g) No Unit shall be used, occupied or kept in a manner which in any way increases the fire insurance premiums for the Property without the prior written permission of the Executive Board.
- h) Except for a single small non-illuminated name sign on the door to his/her Unit, no Unit Owner (other than the Declarant in connection with its marketing and sale of the Units) may erect any sign on or in his Unit or any Limited Common Element which is visible from outside his/her Unit without the prior written permission of the Executive Board. This provision is not intended to prevent the Executive Board from maintaining on the Common Elements a register of Unit occupants, or Owners, or both. No Storage Space Unit Owner or Parking Space Unit Owner may erect any signage identifying their Unit, with the exception of the signage already installed or painted, as the case may be, upon any Unit.
- i) Wood or coal stoves or similar devices shall not be permitted upon the premises. Residential Unit Owners may install a 'zero clearance' gas fireplace. However such use and installation shall only be in accordance with applicable law and fire regulations, only for occasional use and not for space heating use, and only upon the prior written approval of the Executive Board, who shall as a condition of any such approval require (1) compliance with rules and regulations promulgated by it as to the installation, use, maintenance, or repair and cleaning of any such device, and (2) the right of the Executive Board to enter any Unit in which such a device is installed and to correct any non-compliance with such rules and regulations, all at the sole expense and risk of the Unit Owner of such Unit;
- j) The Executive Board may from time to time promulgate reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Association promptly after the adoption of such Rules and Regulations and any amendments thereto.
- k) In order to preserve the architectural integrity and aesthetic quality of the building and the Units, without modification, and without limiting the generality thereof, no balcony, awning, screen, antenna, sign, banner or other device, and no exterior change, addition, structure, projection, decoration or other feature, including without limitation, clotheslines, and swing sets shall be erected or placed upon or attached to any Unit or any part thereof, or any part of the premises, no addition to or change or replacement (except, so far as practicable, with identical kind) of any exterior light or door decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window

or glass door. Residential Unit Owners may install screen doors on the exterior portion of their Unit provided that the Executive Board provides written consent and has expressly authorized the color, size, style and other aesthetic qualities that the Executive Board deems appropriate. Each Residential Unit Owner who gains the consent of the Executive Board must have the screen door professionally installed and maintained.

- l) The owner of a Residential Unit shall be responsible for maintaining such Unit in good order and repair, at the sole expense of such owner, including (but not limited to) cleaning and replacing glass panes in any window or door serving such Residential Unit. Residential Unit Owners must also maintain and repair any screen doors in good order and repair, at the sole expense of such owner.
- m) The owner of a Unit shall be responsible for the cleanliness of any Limited Common Element serving such Unit, at the sole expense of such Unit Owner.
- n) A Residential Unit Owner and Storage Unit Owner shall provide adequate acoustical absorption (dampening) materials under, over or on top of any bare floor, including hardwoods or linoleum to as not to disturb other Residential Unit Owners that may occupy the space below their Unit. A list of acceptable acoustical materials are available from the Executive Board. Residential Unit Owners that do not provide adequate acoustical absorption (dampening) materials shall be levied a fine, as determined by the Executive Board.
- o) Storage Units may only be owned, leased and accessed by a person or entity that currently owns a Residential Unit.
- p) Parking Unit Owners who do not own a Residential Unit may not enjoy any other benefit of the Common Elements, such as the pool area, kitchen area, fitness room, movie theater or any other area other than the designated area for access and egress to the parking garage. Notwithstanding the foregoing, Parking Unit Owners, if permitted by the Executive Board and the Tax Treaty with the City of Providence affecting the real estate, may be non-residents of the Condominium.

ARTICLE VIII INSURANCE

Section 8.1. Types and Amounts. The Association shall obtain the following types and amounts of insurance:

- a) Standard "all risk of loss" coverage, so-called, or such other fire and casualty insurance as the Executive Board may determine provides equal or greater protection for the Unit Owners and their First Mortgagees, if any, in each case complying with the applicable requirements of Section 8.2 hereof. The insurance maintained by the Association shall cover the Property (including the Units and all improvements and appliances, if any, contained within the Unit as of the date of the Closing of the Unit from the Declarant (or the value thereof) but excluding any improvements or appliances subsequently added by a Unit Owner and all other personal property of the Unit Owner. The initial amount of any such hazard insurance shall be equal to the full insurable replacement value of the insured property (i.e., 100% of current replacement cost exclusive of land, foundations, excavation and other items normally excluded from coverage). Such hazard insurance policy may, at the option of the Association contain a "deductible" provision in an amount to be determined by the Executive Board. The proceeds of such policy shall be payable to the Association, with a separate "loss payable endorsement" in favor of any Mortgagees. If the Executive Board fails within sixty days after the date of an insured loss to initiate a claim for damages recoverable under the policy or policies obtained pursuant to this subparagraph, any Mortgagee may initiate such a claim on behalf of the Association.
- b) Comprehensive Liability Insurance policies, complying with the requirements of Section 8.2 hereof, insuring the Unit Owners, in their capacity as Unit Owners and Association members and any managing agent retained by the Association, against any liability to the public or to other Unit Owners, their tenants or invitees, relating in any way to the ownership and/or use of the Common Elements and any part thereof. Such insurance policy shall contain a "severability of interest endorsement" or equivalent coverage which precludes the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or another Unit Owner. Such insurance shall include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, and such other risks as are customarily covered in similar projects. The scope and amount of coverage of all liability insurance policies shall be reviewed at least once each year by the Executive Board and may be changed in its discretion provided that such policies shall continue to comply with the requirements of this Section and Section 8.2 hereof and the initial amount of coverage shall be \$10,000,000.00.
- c) Such worker's compensation insurance as applicable laws may require.
- d) Insurance to satisfy the indemnification obligation of the Association and all Unit Owners set out in Section 9.2 of Article IX hereof, if and to the extent available.

Section 8.2. Required Provisions. Insurance obtained by the Association shall be in accordance with the following provisions:

- a) All policies shall be written with a company licensed to do business in the State of Rhode Island.
- b) Exclusive authority to adjust losses under policies hereafter in force on the Property shall be vested in the Executive Board or its authorized representative.
- c) Each Unit Owner may obtain additional insurance at his own expense; provided, however, that: (1) such policies shall not be invalidated by the waivers of subrogation required to be contained in policies required by this Declaration; and (2) no Unit Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Association may realize under any insurance policy which the Association may have in force on the Property at any particular time.
- d) With respect to the insurance policies issued to the Association and covering all or any part of the Property, the Association shall endeavor to cause such policies to provide that:
 1. The enforceability of such policies is not by any waiver of subrogation as to any and all against the Association, any managing agent, the Unit and their respective tenants, employees, agents, owners and guests, such subrogation being hereby waived;
 2. such policies cannot be cancelled, invalidated or suspended on account of the conduct of any one or more Unit owners, and in no event can cancellation, material classification, invalidation or suspension for any reason occur without at least 60 days' prior written notice to each Unit Owner and all holders of mortgages whose names and addresses are on file with the insurer;
 3. such policies cannot be canceled, invalidated or suspended on account of the conduct of any officer or employee of the Association or any managing agent employed by the Association or such managing agent, as the case may be, without providing a reasonable period of time after written notice from the company of such defect in which to cure same; and
 4. any "no other insurance" clause in such policies shall not prohibit Unit Owners from obtaining insurance on their individual Unit provided such insurance policy conforms with the requirements of this Article VII.
 5. such policies shall contain a standard mortgagee clause in favor of each First Mortgagee who is registered with the Association.

- e) The Executive Board shall review annually the adequacy of the insurance coverage and report the results of such review at each annual meeting.
- f) The name of the insured under each policy required pursuant to this Article VIII shall be stated in form and substance similar to the following:

The 903 Condominium Association for the use and benefit of the individual owners, or their authorized representatives, of the Condominium Units contained in The 903 Condominium.

- g) Coverage may not be prejudiced by:
 - 1. any act or negligence of one or more Owners of Units when such act or neglect is not within the control of the Association; or
 - 2. any failure of the Association to comply with any warranty or condition regarding any portion of the Property over which the Association has no control.
- h) All policies of property insurance shall provide that, despite any provisions giving the insurer the right to elect to restore damage in lieu of cash settlement, such options shall not be exercisable without the prior written approval of the Executive Board.
- i) Insurance coverage obtained and maintained pursuant to the requirements of this Article VIII shall provide the primary insurance in the event there is other insurance in the name of a Unit Owner covering the same loss.

Section 8.3. Repair of Damage or Destruction to Condominium. The repair or replacement of any damaged or destroyed portion of the Condominium shall be done in accordance with and governed by Section 34-36.1-3.13 of the Act.

ARTICLE IX: LIMITATION OF LIABILITY

Section 9.1. Limited Liability of the Executive Board. The Executive Board, and its members in their capacity as members, officers and employees:

- a) Shall not be liable for the failure of any service to be obtained by the Executive Board and paid for by the Association, or for injury or damage to persons or property caused by the elements or by another Unit Owner or person on the Property, or resulting from electricity, gas, water, rain, dust or sand which may leak or flow from the outside or from any part of the Building, or from any of its pipes, drains, conduits, appliances, or

equipment, or from any other place unless in each such instance such injury or damage has been caused by the willful misconduct or gross negligence of the Association or the Executive Board;

- b) Shall not be liable to the Unit Owners as a result of the performance of the duties of the Executive Board for any mistake of judgment, negligence or otherwise, except for the Executive Board members' own willful misconduct or gross negligence;
- c) Shall have no personal liability in contract to a Unit Owner or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Executive Board or the Association in the performance of the Executive Board members' duties;
- d) Shall not be liable to a Unit Owner, or such Unit Owner's tenants, employees, agents, customers or guests, for loss or damage caused by theft of or damage to personal property left by such Unit Owner or his tenants, employees, agents, customers or guests in a Unit, or in or on the Common Elements or Limited Common Elements, except for the Executive Board members' own willful misconduct or gross negligence;
- e) Shall have no personal liability in tort to a Unit Owner or any other person or entity, direct or imputed, by virtue of acts performed by or for them, except for the Executive Board members' own willful misconduct or gross negligence in the performance of their duties; and
- f) Shall have no personal liability arising out of the use, misuse or condition of any Building, or which might in any other way be assessed against or imputed to the Executive Board members as a result of or by virtue of their performance of their duties, except for the Executive Board members' own willful misconduct or gross negligence.

Section 9.2. Indemnification. Each member of the Executive Board in his capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including reasonable attorneys' fees, reasonably incurred by or imposed upon him/her in connection with any proceeding in which he may become involved by reason of his/her being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he/she is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his/her duties or any other standard imposed by the Act; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he/she is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association. The

indemnification by the Unit Owners set forth in this Section 9.2 shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

Section 9.3. Joint and Several Liability of Unit Owners and Lessees. Each Unit Owner shall be jointly and severally liable with any tenants of the Unit owned by such Unit Owner for all liabilities arising out of the ownership, occupancy, use, misuse or condition of such Unit or any portion of the Common Elements or Limited Common Elements.

Section 9.4. Defense of Claims. Complaints brought against the Association, the Executive Board or the officers, employees or agents thereof in their respective capacities as such, or the Condominium as a whole, shall be directed to the Executive Board of the Association, which shall promptly give written notice thereof to the Unit Owners and the holders of any mortgages and such complaints shall be defended by the Association. The Unit Owners and the holders of mortgages shall have no right to participate in such defense. Complaints of a nature specified in Section 9.3 hereof against one or more but less than all Unit Owners of Units shall be defended by such Unit Owners who shall promptly give written notice of the institution of any such suit to the Association and to the holders of any mortgages encumbering such Units.

ARTICLE X: OPERATION OF THE PROPERTY

Section 10.1. Unit Owners' Association. The Unit Owners' Association shall be organized as an incorporated association or a limited liability company at the discretion of the Executive Board. The administration of the Condominium shall be by an Executive Board of the Association whose powers and duties shall be as set forth in the Act and in the Bylaws of The 903 Condominium Association as set forth as Exhibit 5 annexed hereto and recorded herewith.

ARTICLE XI: DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS

Section 11.1. Reservation of Rights. The Declarant reserves to itself and for the benefit of its successors and assigns, pursuant to Sections 34-36.1-1.03 (26) and 34-36.1-2.05(a)(8) of the Act, the right to maintain models and sales offices and to exercise the easements as set forth in Article VI hereof, to appoint or remove any officer or member of the Executive Board during any period of Declarant control of the Association and any and all other Special Declarant Rights as are now allowed or in the future may be allowed by the Act.

Section 11.2. Phasing In. Intentionally Omitted

Section 11.3. Exercise of Rights. The exercise of the Development Rights and/or Special

Declarant Rights reserved herein shall be in accordance with and governed by the provisions of the Act, including without limitation Section 36.1-2.10.

Section 11.4. Control.

- a) Until the sixtieth (60th) day after conveyance of more than 80% of the Units which may be created, to Unit Owners other than the Declarant, Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board. Declarant may not unilaterally remove any members of the Executive Board elected by unit Owners other than Declarant.
- b) Not later than sixty (60) days after the conveyance of two (2) or more of the Units to Unit Owners other than the Declarant, one of the seven members of the Executive Board shall be elected by Unit Owners other than Declarant.
- c) Not later than five (5) years after the date of the recording of this Declaration, all members of the Executive Board shall resign, and Unit Owners (including Declarant to the extent of Units owned by Declarant) shall elect a new seven member Executive Board, at least a majority of whom must be Unit Owners.

ARTICLE XII: MISCELLANEOUS

Section 12.1. Amendment. This Declaration may be amended as provided in section 34-36.1-2.17 of the Act, except that without the consent of all first mortgagees holding mortgages on the Units and the Unit Owners, the provisions of Section 12.7 may not be amended.

Section 12.2. 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, and (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 12.3. 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 this Declaration or the intent of any provision thereof.

Section 12.4. Gender. The use of the masculine gender in this Declaration shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include

the plural, and vice versa, whenever the context so requires.

Section 12.5. Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or enforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion hereof unless such deletions shall destroy the uniform plan of development and operation of the condominium project which this Declaration is intended to create.

Section 12.6. Effective Date. This Declaration shall become effective upon Recording.

Section 12.7. Special Agreements. The Declarant agrees not to amend, modify, terminate or otherwise cancel or change (i) the Ground Lease or (ii) the Trust Agreement and to endeavor to defease the \$9M Mortgage as promptly as permitted pursuant to its terms.

ARTICLE XIII: UNITS SUBJECT TO CONDOMINIUM DOCUMENTS; EMINENT DOMAIN

Section 13.1. Applicability of Condominium Documents. Each present and future owner, tenant, occupant and Mortgagee of a Unit shall be subject to and shall comply with the provisions of the Act, and with the covenants, conditions and restrictions as set forth in the Condominium Documents and the Deed to such Unit; provided that nothing contained herein shall impose upon any tenant or Mortgagee of a Unit any obligation which the Act or one or more of such documents, or both, make applicable only to Unit Owners (including, without limitation, the obligation to pay assessments for Common Expenses). The acceptance of a deed or mortgage to any Unit, or the entering into of a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the Act and the covenants, conditions and restrictions set forth in the Condominium Documents and the deed to such Unit are accepted and ratified by such grantee, Mortgagee or tenant. All of such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

Section 13.2. Eminent Domain. Whenever all or part of the Common Elements shall be taken, injured or destroyed by eminent domain, each Unit Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, but in any proceedings for the determination of damages, such damage shall be determined for such taking, injury or destruction as a whole and not for each Unit Owner's interest therein.

ARTICLE XIV: MORTGAGEE'S RIGHTS, FHLMC/FNMA PROVISIONS

Section 14.1. FHLMC/FNMA Provisions. Notwithstanding anything in the Act, this Declaration or the Bylaws to the contrary, the following provisions shall apply for the protection of the holders of the first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by any First Mortgagee:

- a) In the event that the Unit Owners shall amend the Declaration, Bylaws or the Rules and Regulations to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the right of a First Mortgagee to:
 1. foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
 2. accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
 3. sell or lease a Unit acquired by the First Mortgagee;
- b) Any party who takes title to a unit through foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in the Declaration, the Bylaws, or the Rules and Regulations;
- c) Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses which accrued prior to the acquisition of title to such Unit by such First Mortgagee;
- d) Except as provided by the Act, in case of condemnation or substantial loss to the Units and/or Common Elements of the Condominium, in addition to all other requirements of this Declaration or the Bylaws, the prior written consent of First Mortgagees holding mortgages on Units entitled to at least 51% of the Common Elements and Unit Owners entitled to at least 67% of the Common Elements of the Condominium shall be required for the following:
 1. the abandonment or termination of the condominium status or the Condominium, except for abandonment provided by the Act, in case of substantial loss to the Units and Common Elements;
 2. the partition or subdivision of any Unit or of the Common Elements;
 3. a change of the beneficial interest of any individual Unit;

4. to add or amend any material provisions of the Declaration or the Bylaws which establish, provide for, govern, or regulate any of the following:
 - i. Voting;
 - ii. Assessments, assessment liens or subordination of such liens;
 - iii. Reserves for maintenance, repair and replacement of the Common Elements;
 - iv. Insurance or fidelity bonds;
 - v. Rights to use of the Common Elements;
 - vi. Responsibility for maintenance and repair of the several portions of the Condominium project;
 - vii. Expansion or contraction of the Condominium project, or the addition, annexation or withdrawal of property to or from the project;
 - viii. Boundaries of any Unit;
 - ix. The interests of the Common Elements;
 - x. Leasing of Units;
 - xi. Imposition of any right of first refusal or similar restriction on the right of a Unit owner to sell, transfer or otherwise convey his or her Unit;
 - xii. Any provisions which are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors of first mortgages on Units;
 - xiii. Convertibility of Units into Common Elements or vice versa;
 - xiv. Any decision by the Association to establish self management when professional management had been required previously by an eligible mortgage holder;
 - xv. Restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the documents.
- e) When Unit Owners are considering termination of the legal status of the Condominium for reasons other than substantial destruction or condemnation of the property, prior written consent must be obtained by both the first Mortgagees representing at least sixty-seven (67%) percent of the votes of the mortgaged Units and Unit Owners representing sixty-seven (67%) percent entitled to vote.
- f) Any First Mortgagee that does not deliver or post to the Condominium Association a negative response within thirty (30) days of a written request by the Executive Board of Directors for approval of any immaterial addition or amendment pursuant to this Section shall be deemed to have consented to the addition or change set forth in such request. An affidavit by any Officer of the Executive Board making reference to this Section, when Recorded shall be conclusive as to the facts therein set forth as to all parties.

- g) Consistent with the provisions of the Act, all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of the State of Rhode Island shall relate only to the individual Units and not to the Condominium as a whole;
- h) In no event shall any provision of this Declaration or the Bylaws give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the Common Elements;
- i) A First Mortgagee, upon request made to the Association, shall be entitled to:
 - 1. Written notification from the Association of any default by its borrower who is an owner of a Unit with respect to any obligation of such borrower under this Declaration or Bylaws of the Condominium Association which is not cured within sixty (60) days;
 - 2. Inspect the books and records of the Association;
 - 3. Receive an annual audited financial statement of the Association following the end of any fiscal year of the Association;
 - 4. Receive timely written notification of meetings of the Association and be permitted to designate a representative to attend such meetings;
 - 5. Receive timely written notification from the Association of any damage by fire or other casualty to the Unit upon which the First Mortgagee holds a first mortgage or any proposed taking by condemnation or eminent domain of said Unit or the Common Elements of the Condominium;
 - 6. Receive timely written notification of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
 - 7. Receive timely notice of any proposed action which requires the consent of a specified percentage of the eligible mortgage holders, as specified in this Declaration, the Bylaws or the Rules and Regulations.

Section 14.2. Intent to Comply. The Declarant intends that the provisions of this declaration shall comply with the requirements of the Federal Home Loan Mortgage Corporation (FHLMC) and Federal National Mortgage Association (FNMA) with respect to condominium loans and, except as may otherwise specifically be provided in this Declaration, all questions with respect thereto

shall be resolved consistent with that intention.

The provisions of this Article XIV may not be amended or rescinded without the written consent of all First Mortgagees, with the exception of those amendments necessary to keep the Declaration or Bylaws in compliance with the requirements of FNMA and FHLMC, which consent shall appear on the instrument of amendment as such instrument is duly Recorded.

ARTICLE XV: ASSIGNABILITY OF DECLARANT'S RIGHTS

The Declarant may assign any or all of its rights or privileges reserved or established by this Declaration or the Act in accordance with the provisions of the Act.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by it this 22nd day of March, 2006

Athena Providence Place (Leasehold), LLC

[Signature]
By: Marc B. Gertsacov, Authorized Agent

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, in said County and State, on the 22 day of March, 2006 before me personally appeared Marc B. Gertsacov and to me known and known by me to be the person executing the foregoing instrument and he acknowledged said instrument, by him executed, to be his free act and deed in his aforesaid capacity and the free act and deed of Athena Providence Place (Leasehold), LLC.

[Signature]
NOTARY PUBLIC J Beaudoin
MY COMMISSION EXPIRES: 1/6/10

IN WITNESS WHEREOF, the Lessor hereby consents to recording of said Declaration executed by it this 22nd day of March, 2006

Athena Providence Place (Ground), LLC

[Signature]
By: Marc B. Gertsacov, Authorized Agent

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, in said County and State, on the 22 day of March, 2006 before me personally appeared Marc B. Gertsacov and to me known and known by me to be the person executing the foregoing instrument and he said instrument, by him executed, to be his free act and deed in his aforesaid capacity and the free act and deed of Athena Providence Place (Ground), LLC.

[Signature]
NOTARY PUBLIC J Beaudoin
MY COMMISSION EXPIRES: 1/6/10

EXHIBIT 1
TO
DECLARATION OF CONDOMINIUM

PARCEL I - ASSESSOR'S PLAT 26, LOT 267 - PROPERTY SUBJECT TO LEASEHOLD ESTATE

BEGINNING AT A POINT ON THE NORTHERLY SIDELINE OF HARRIS AVENUE (60 FEET WIDE) SAID POINT BEING DISTANCE ALONG SAID SIDELINE ON A COURSE OF NORTH 84 DEGREES - 34 MINUTES - 03 SECONDS WEST, A DISTANCE OF 170.83 FEET FROM THE SOUTHWESTERLY END OF A CURVE CONNECTING SAID NORTHERLY SIDELINE OF HARRIS AVENUE WITH THE SOUTHWESTERLY SIDELINE OF PROVIDENCE PLACE (F.K.A. KINSLEY AVENUE - VARIABLE WIDTH) AND FROM SAID POINT OF BEGINNING RUNNING, THENCE,

1. ALONG THE NORTHERLY SIDELINE OF HARRIS AVENUE, NORTH 84 DEGREES - 34 MINUTES - 03 SECONDS WEST, A DISTANCE OF 618.15 FEET TO A POINT, THENCE; THE FOLLOWING THREE (3) COURSES ALONG THE DIVIDING LINE BETWEEN LOT 367 AND 369, ASSESSOR'S PLAT 26;
2. NORTH 05 DEGREES - 25 MINUTES - 57 SECONDS EAST, A DISTANCE OF 46.00 FEET TO A POINT, THENCE;
3. NORTH 47 DEGREES - 41 MINUTES - 59 SECONDS WEST, A DISTANCE OF 77.58 FEET TO A POINT, THENCE;
4. SOUTH 42 DEGREES - 30 MINUTES - 20 SECONDS WEST, A DISTANCE OF 116.00 FEET TO A POINT ON THE EASTERLY FREEWAY LINE OF RHODE ISLAND STATE HIGHWAY RAMP TO INTERSTATE ROUTE 95, RAMP RV-AD AS SHOWN ON RHODE ISLAND DEPARTMENT OF TRANSPORTATION PLAT #2510, THENCE;
5. ALONG SAID FREEWAY LINE, NORTH 13 DEGREES - 26 MINUTES - 46 SECONDS EAST, A DISTANCE OF 82.72 FEET TO A POINT, THENCE; THE FOLLOWING THREE (3) COURSES ALONG LANDS NOW OR FORMERLY OF THE STATE OF RHODE ISLAND;
6. NORTH 42 DEGREES - 30 MINUTES - 20 SECONDS EAST, A DISTANCE OF 145.49 FEET TO A POINT, THENCE;
7. NORTH 47 DEGREES - 29 MINUTES - 40 SECONDS WEST, A DISTANCE OF 12.76 FEET TO A POINT, THENCE;
8. NORTH 42 DEGREES - 27 MINUTES - 16 SECONDS EAST, A DISTANCE OF 269.13 FEET TO A POINT ON THE SOUTHWESTERLY SIDELINE OF PROVIDENCE PLACE, THENCE;
9. ALONG THE SOUTHWESTERLY SIDELINE OF PROVIDENCE PLACE, SOUTH 58 DEGREES - 28 MINUTES - 06 SECONDS EAST, A DISTANCE OF 471.18 FEET TO A POINT, THENCE;
10. STILL ALONG THE SOUTHWESTERLY SIDELINE OF PROVIDENCE PLACE, SOUTH 51 DEGREES - 50 MINUTES - 25 SECONDS EAST, A DISTANCE OF 138.58 FEET TO A POINT,

THENCE; AND

11. ALONG THE DIVIDING LINE BETWEEN LOT 367 AND 368, ASSESSOR'S PLAT 26, SOUTH 21 DEGREES - 49 MINUTES - 03 SECONDS WEST, A DISTANCE OF 144.21 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 205,681 SQUARE FEET OF LAND OR 4.722 ACRES.

TOGETHER WITH a nonexclusive easement on, over and across a portion of Assessor's Plat 26, Lot 369, pursuant to that certain Access Easement Agreement by and between Kinsley Harris II LLC and Jefferson and Providence Place Apartments, L.P., dated as of December 21, 2001 and recorded on December 21, 2001, in Book 4956 at Page 274 of the Land Evidence Records for the City of Providence, Rhode Island

PARCEL II - ASSESSOR'S PLAT 26, LOT 369 - FEE SIMPLE INTEREST

BEGINNING AT A POINT ON THE NORTHERLY SIDELINE OF HARRIS AVENUE (60 FEET WIDE) SAID POINT BEING ON THE DIVIDING LINE BETWEEN LOT C AND PROPOSED LOT A, ASSESSOR'S PLAT 26, SAID POINT ALSO BEING DISTANCE ALONG SAID SIDELINE ON A COURSE OF NORTH 84 DEGREES - 34 MINUTES - 03 SECONDS WEST, A DISTANCE OF 788-98 FEET FROM THE SOUTHWESTERLY END OF A CURVE CONNECTIONG SAID NORTHERLY SIDELINE OF HARRIS AVENUE WITH THE SOUTHWESTERLY SIDELINE OF PROVIDENCE PLACE (F.K.A. KINSLEY AVENUE - VARIABLE WIDTH) AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

1. ALONG SAID NORTHERLY SIDELINE OF HARRIS AVENUE, NORTH 84 DEGREES 0 34 MINUTES - 03 SECONDS WEST, A DISTANCE OF 132.00 FEET TO A POINT, THENCE; THE FOLLOWING THREE (3) COURSES ALONG THE DIVIDING LINE BETWEEN LOT 369 AND PROPOSED LOT 367, ASSESSOR'S PLAT 26;
2. NORTH 42 DEGREES - 30 MINUTES - 20 SECONDS EAST, A DISTANCE OF 116.00 FEET TO A POINT, THENCE;
3. SOUTH 47 DEGREES - 41 MINUTES - 59 SECONDS EAST, A DISTANCE OF 77.58 FEET TO A POINT, THENCE; AND
4. SOUTH 05 DEGREES - 25 MINUTES - 57 SECONDS WEST, A DISTANCE OF 46.00 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 7,536 SQUARE FEET OR 0.173 ACRES.