

ARTICLE 19

OPTION TO WITHDRAW REAL ESTATE

Section 19.1. Option. Declarant hereby explicitly reserves an option, until the tenth anniversary of the recording of this Declaration, to withdraw all or any portion of the Withdrawable Real Estate from the Condominium in compliance with Section 36.1-2.10 of the Act, without the consent of any Unit Owner or the holder of a mortgage on any Unit. This option to withdraw may be terminated prior to such anniversary only by the filing of an amendment to this Declaration by the Declarant. Declarant expressly reserves the right to withdraw all or a portion of the Withdrawable Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other Real Estate be withdrawn, added or converted; provided, however, that the Withdrawable Real Estate shall not exceed the area described on Exhibit G, attached hereto. The Declarant will not withdraw the Withdrawable Real Estate in such a manner as to cause zoning or subdivision violations within the Condominium. There are no other limitations on this option to withdraw the Withdrawable Real Estate from the Condominium.

Section 19.2. Effect of Withdrawal. Upon withdrawal of the Withdrawable Real Estate or any portion thereof, fee simple title to the portion withdrawn and to any and all buildings and improvements erected thereon shall revert in the Declarant, its successors and assigns. Thereafter, with the exception of the easements created pursuant to Article 6 and any other easements which may be created by the Declarant encumbering the Withdrawable Real Estate, the portion of the Withdrawable Real Estate withdrawn shall be not subject to or in any way affected by the Act or the Condominium Documents including, without limitation, any use or occupancy restrictions herein or therein contained. If the Declarant exercised the right to withdraw all or any portion of the Withdrawable Real Estate, the cost or expense attributable to the Withdrawable Real Estate or its withdrawal shall be the responsibility of the Declarant.

ARTICLE 20

GENERAL PROVISIONS

Section 20.1. Headings. The headings used in this Declaration and the table of contents are inserted solely as a matter of convenience for the readers of this Declaration and

shall not be relied upon or used in construing the effect or meaning of any of the provisions of this Declaration.

Section 20.2. Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not effect 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 20.3. Applicable Law. This Declaration shall be governed by and construed according to the laws of the State of Rhode Island.

Section 20.4. Interpretation. The provisions of this Declaration shall be liberally construed in order to effect Declarant's desire to create a uniform plan for development and operation of the condominium project and to permit compliance with the requirements of the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association.

Section 20.5. Effective Date. This Declaration shall become effective when it and the Plats and Plans have been recorded.

Section 20.6. Notices. All notices and other communications required or permitted to be given under or in connection with this Declaration shall be in writing and shall be deemed given when delivered in person or on the second business day after the day on which mailed by certified mail, return receipt requested, addressed to the address maintained in the register of current addresses established by the Association.

Section 20.7. Exhibits. All exhibits attached to this Declaration are hereby made a part of this Declaration.

IN WITNESS WHEREOF, said WHITEHALL DEVELOPMENT ASSOCIATES

LIMITED PARTNERSHIP, has caused these presents to be executed by
this 15th day of September, its Partners, hereto duly authorized
, A.D. 1986.

WHITEHALL DEVELOPMENT ASSOCIATES
LIMITED PARTNERSHIP

By Eric L. McConaghy
Eric L. McConaghy, General Partner

By Robert B. McLean
Robert McLean, General Partner

CrossLand Properties, Inc.,
General Partner

By Eric L. McConaghy
Eric L. McConaghy, President

STATE OF Rhode Island
COUNTY OF Providence

In Providence, in said County, on this
15th day of September, A.D. 1986, before me per-
sonally appeared ERIC L. McCONAGHY, General Partner of Whitehall
Development Associates Limited Partnership and President of
CrossLand Properties, Inc., a General Partner of Whitehall
Development Associates Limited Partnership, to me known and known
by me to be the party executing the foregoing instrument and he
acknowledged the same to be his free act and deed, individually
and as President of CrossLand Properties, Inc. and the free act
and deed of said Whitehall Development Associates Limited
Partnership and CrossLand Properties, Inc.

Shirley Anne Rock
Notary Public Shirley Anne Rock
my commission expires 06/30/91

STATE OF *Rhode Island*

COUNTY OF *Providence*

In *Providence*, in said County, on this
15th day of *September*, A.D. 198*6*, before me personally
appeared ROBERT McLEAN, General Partner of Whitehall Development
Associates Limited Partnership, to me known and known by me to be
the party executing foregoing instrument, and he acknowledged the
same to be free act and deed, individually, and as the General
Partner of Whitehall Development Associates Limited Partnership
and the free act and deed of said Whitehall Development Associates
Limited Partnership.

Shirley Anne Rock
Notary Public *Shirley Anne Rock*
my commission expires 06/30/91

EXHIBIT A
TO DECLARATION OF WHITEHALL FARM CONDOMINIUM
LEGAL DESCRIPTION OF REAL ESTATE

Exhibit A

EXHIBIT A

All that certain lot or parcel of land with the buildings and improvements thereon, located in the Town of Middletown and bounded and described as follows:

Commencing at a point in the northerly line of Green End Avenue, said point being the southeasterly corner of the hereinafter described parcel and the southwesterly corner of land now or formerly of Frederick and Joyce Bennett;

thence running westerly in the northerly line of Green End Avenue for a distance of 40.46' to a point;

thence turning an interior angle of 178°-56'-03" and continuing westerly in the northerly line of Green End Avenue for a distance of 150.19' to a point;

thence turning an interior angle of 82°-21'-05" and running northerly for a distance of 1090.77' to a point;

thence turning an interior angle of 119°-58'-06" and running northeasterly for a distance of 451.01' to a point;

thence turning an interior angle of 90°-00'-00" and running southeasterly for a distance of 116.70' to a point'

thence turning an interior angle of 100°-22'-29" and running southwesterly for a distance of 36.20' to a point;

thence turning an interior angle of 259°-38'-17" and running southeasterly for a distance of 40.00' to a point;

thence turning an interior angle of 136°-51'-14" and running southerly for a distance of 600.00' to a point;

thence turning an interior angle of 133°-21'-57" and running southwesterly for a distance of 192.05' to a point;

thence turning an interior angle of 239°-47'-57" and running southerly for a distance of 400.00' to a point;

thence turning an interior angle of 270°-05'-27" and running easterly for a distance of 50.00' to a point;

thence turning an interior angle of 90°-00'-00" and running southerly for a distance of 50.00' to the point and place of beginning, bounded easterly by land now or formerly of Frederick and Joyce Bennett;

the first and last courses forming an interior angle of 98°-37'-25";

said parcel containing 7.59 acres.

EXHIBIT B

TO DECLARATION OF WHITEHALL FARM CONDOMINIUM

PERCENTAGE INTERESTS OF OWNERSHIP

Exhibit B

EXHIBIT B

TO

DECLARATION OF WHITEHALL FARM CONDOMINIUM

MIDDLETOWN, RHODE ISLAND

PERCENTAGE INTERESTS OF OWNERSHIP

Unit No.	Type of Unit	% Interest					
		Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6
101	G	7.6923	3.8462	1.8519	1.2048	.9259	.7519
102	F	7.6923	3.8462	1.8519	1.2048	.9259	.7519
103	C-1	7.6923	3.8462	1.8519	1.2048	.9259	.7519
104	A	7.6923	3.8462	1.8519	1.2048	.9259	.7519
105	C-1	7.6923	3.8462	1.8519	1.2048	.9259	.7519
106	G	7.6923	3.8462	1.8519	1.2048	.9259	.7519
107	E	7.6923	3.8462	1.8519	1.2048	.9259	.7519
121	E	7.6923	3.8462	1.8519	1.2048	.9259	.7519
122	G	7.6923	3.8462	1.8519	1.2048	.9259	.7519
123	E	7.6923	3.8462	1.8519	1.2048	.9259	.7519
124	G	7.6923	3.8462	1.8519	1.2048	.9259	.7519
125	F	7.6923	3.8462	1.8519	1.2048	.9259	.7519
126	G	7.6923	3.8462	1.8519	1.2048	.9259	.7519
108			3.8462	1.8519	1.2048	.9259	.7519
109			3.8462	1.8519	1.2048	.9259	.7519
110			3.8462	1.8519	1.2048	.9259	.7519
111			3.8462	1.8519	1.2048	.9259	.7519
112			3.8462	1.8519	1.2048	.9259	.7519

Unit No.	Type of Unit	% Interest Phase 1	% Interest Phase 2	% Interest Phase 3	% Interest Phase 4	% Interest Phase 5	% Interest Phase 6
113			3.8462	1.8519	1.2048	.9259	.7519
114			3.8462	1.8519	1.2048	.9259	.7519
115			3.8462	1.8519	1.2048	.9259	.7519
116			3.8462	1.8519	1.2048	.9259	.7519
117			3.8462	1.8519	1.2048	.9259	.7519
118			3.8462	1.8519	1.2048	.9259	.7519
119			3.8462	1.8519	1.2048	.9259	.7519
120			3.8462	1.8519	1.2048	.9259	.7519
301				1.8519	1.2048	.9259	.7519
302				1.8519	1.2048	.9259	.7519
303				1.8519	1.2048	.9259	.7519
304				1.8519	1.2048	.9259	.7519
305				1.8519	1.2048	.9259	.7519
306				1.8519	1.2048	.9259	.7519
307				1.8519	1.2048	.9259	.7519
308				1.8519	1.2048	.9259	.7519
309				1.8519	1.2048	.9259	.7519
310				1.8519	1.2048	.9259	.7519
311				1.8519	1.2048	.9259	.7519
312				1.8519	1.2048	.9259	.7519
313				1.8519	1.2048	.9259	.7519
314				1.8519	1.2048	.9259	.7519
315				1.8519	1.2048	.9259	.7519
316				1.8519	1.2048	.9259	.7519
317				1.8519	1.2048	.9259	.7519
318				1.8519	1.2048	.9259	.7519
319				1.8519	1.2048	.9259	.7519
320				1.8519	1.2048	.9259	.7519

Unit No.	Type of Unit	% Interest Phase 1	% Interest Phase 2	% Interest Phase 3	% Interest Phase 4	% Interest Phase 5	% Interest Phase 6
321				1.8519	1.2048	.9259	.7519
322				1.8519	1.2048	.9259	.7519
323				1.8519	1.2048	.9259	.7519
324				1.8519	1.2048	.9259	.7519
325				1.8519	1.2048	.9259	.7519
326				1.8519	1.2048	.9259	.7519
327				1.8519	1.2048	.9259	.7519
328				1.8519	1.2048	.9259	.7519
201				1.8519	1.2048	.9259	.7519
202					1.2048	.9259	.7519
203					1.2048	.9259	.7519
204					1.2048	.9259	.7519
205					1.2048	.9259	.7519
206					1.2048	.9259	.7519
207					1.2048	.9259	.7519
208					1.2048	.9259	.7519
209					1.2048	.9259	.7519
210					1.2048	.9259	.7519
211					1.2048	.9259	.7519
212					1.2048	.9259	.7519
213					1.2048	.9259	.7519
214					1.2048	.9259	.7519
215					1.2048	.9259	.7519
216					1.2048	.9259	.7519
217					1.2048	.9259	.7519
218					1.2048	.9259	.7519
219					1.2048	.9259	.7519
220					1.2048	.9259	.7519

Unit No.	Type of Unit	% Interest Phase 1	% Interest Phase 2	% Interest Phase 3	% Interest Phase 4	% Interest Phase 5	% Interest Phase 6
221					1.2048	.9259	.7519
222					1.2048	.9259	.7519
223					1.2048	.9259	.7519
224					1.2048	.9259	.7519
225					1.2048	.9259	.7519
226					1.2048	.9259	.7519
227					1.2048	.9259	.7519
228					1.2048	.9259	.7519
229					1.2048	.9259	.7519
501					1.2048	.9259	.7519
502						.9259	.7519
503						.9259	.7519
504						.9259	.7519
505						.9259	.7519
506						.9259	.7519
507						.9259	.7519
508						.9259	.7519
509						.9259	.7519
510						.9259	.7519
511						.9259	.7519
512						.9259	.7519
513						.9259	.7519
514						.9259	.7519
515						.9259	.7519
516						.9259	.7519
517						.9259	.7519
518						.9259	.7519
519						.9259	.7519

Unit No.	Type of Unit	% Interest Phase 1	% Interest Phase 2	% Interest Phase 3	% Interest Phase 4	% Interest Phase 5	% Interest Phase 6
520						.9259	.7519
521						.9259	.7519
522						.9259	.7519
523						.9259	.7519
524						.9259	.7519
525						.9259	.7519
401							.7519
402							.7519
403							.7519
404							.7519
405							.7519
406							.7519
407							.7519
408							.7519
409							.7519
410							.7519
411							.7519
412							.7519
413							.7519
414							.7519
415							.7519
416							.7519
417							.7519
418							.7519
419							.7519
420							.7519
421							.7519
422							.7519

Unit No.	Type of Unit	% Interest Phase 1	% Interest Phase 2	% Interest Phase 3	% Interest Phase 4	% Interest Phase 5	% Interest Phase 6
423							.7519
424							.7519
425							.7519

EXHIBIT C

TO DECLARATION OF WHITEHALL FARM CONDOMINIUM

PLATS AND PLANS

(NOT INCLUDED IN PUBLIC OFFERING STATEMENT)

Exhibit C

EXHIBIT D

TO DECLARATION OF WHITEHALL FARM CONDOMINIUM

LEGAL DESCRIPTION OF REAL ESTATE
SUBJECT TO DEVELOPMENT AND
SPECIAL DECLARANT RIGHTS

Exhibit D

EXHIBIT D

LEGAL DESCRIPTION

All that certain lot or parcel of land with the buildings and improvements thereon, located in the Town of Middletown and bounded and described as follows:

BEGINNING at a point on the northerly line of Green End Avenue, said corner being the southeasterly corner of the herein described parcel and the southwesterly corner of land now or formerly of the Town of Middletown; thence south $78^{\circ} 30' 05''$ west along the northerly line of said Green End Avenue, a distance of eighty-nine (89) feet to a corner; thence north $7^{\circ} 35' 43''$ west, a distance of ninety-six and ninety-two hundredths (96.92) feet to a corner; thence south $79^{\circ} 28' 57''$ west, a distance of ninety-nine and ninety-four hundredths (99.94) feet to a corner, the last two (2) described courses bounded by land now or formerly of George A. Ney, et ux; thence north $9^{\circ} 59' 44''$ west, a distance of twenty-five and nineteen hundredths (25.19) feet to a corner; thence south $78^{\circ} 30' 05''$ west, a distance of one hundred thirty-three (133) feet to a corner, the last two (2) described courses bounded by land now or formerly of Antonio C. Amaral, et ux; thence north $2^{\circ} 52' 30''$ west a distance of forty (40) feet to a corner; thence south $78^{\circ} 30' 05''$ west, a distance of one hundred seventy-five (175) feet to a corner; thence south $2^{\circ} 52' 30''$ east, a distance of one hundred sixty-five (165) feet to a corner on the northerly line of said Green End Avenue, the last three (3) described courses bounded by land now or formerly of Frederick J. Bennett, et ux; thence south $78^{\circ} 30' 05''$ west, a distance of forty and forty-six hundredths (40.46) feet to an angle; thence south $79^{\circ} 34' 02''$ west, a distance of two hundred sixty-four and thirteen hundredths (264.13) feet to a granite bound; thence south $75^{\circ} 42' 56''$ west, a distance of one hundred sixty-eight and fifty-three hundredths (168.53) feet to a corner, the last three (3) described courses bounded by said Green End Avenue; thence north $3^{\circ} 41' 10''$ west a distance of four hundred thirty-five and seventy-two hundredths (435.72) feet to a corner; thence south $81^{\circ} 15' 37''$ west, a distance of four hundred forty-nine and twelve hundredths (449.12) feet to a corner,

the last two (2) described courses bounded by land now or formerly of the Town of Middletown; thence north 6° 23' 57" east, a distance of two hundred thirty-five and twenty-eight hundredths (235.28) feet to a corner, bounded westerly in part by land now or formerly of Lawrence A. Augustus, et ux, and in part by land now or formerly of Peter J. Toppa, et ux; thence north 85° 48' 29" west, a distance of two hundred sixty-six and fifty-five hundredths (266.55) feet, bounded southerly in part by land now or formerly of said Peter J. Toppa, et ux, and in part by land now or formerly of Richard A. Toppa, et ux; thence south 4° 11' 31" west, along the extension of the easterly line of Berkeley Court, a distance of sixty-eight and seventy-three hundredths (68.73) feet to a corner; thence south 84° 18' 37" west along the centerline of a stonewall, a distance of one hundred thirty-six and eleven hundredths (136.11) feet to a corner, bounded southerly in part by Berkeley Court and in part by land now or formerly of Manuel P. Silva, Jr., et ux; thence north 00° 11' 51" west along the centerline of a stonewall, a distance of four hundred seventeen and fifty-eight hundredths (417.38) feet to an angle, bounded westerly in part by lands now or formerly of Alfred J. O'Conner, et ux, John R. Kendrick, et ux, and George R. Dixon, et ux; thence north 00° 32' 06" east, a distance of seven hundred eighteen and forty-one hundredths (718.41) feet to a corner, bounded westerly in part by said Dixon land and lands now or formerly of Jose A. Costa, et ux, Antonio Jorge Do Souto, Jr., et ux, Antonio J. Souto, et ux, and John F. Alves, et ux; thence north 79° 29' 50" east along the centerline of a stonewall a distance of four hundred seventy-four and twenty-six hundredths (474.26) feet to a corner; thence north 3° 15' 26" east along the centerline of a stonewall a distance of two hundred seventeen and forty-seven hundredths (217.47) feet to a corner, the last two (2) described courses bounded by land now or formerly of Victor J. Hoogendorn, et al; thence north 78° 58' 09" east along the centerline of a stonewall, a distance of five hundred fifty-eight and three hundredths (558.03) feet to a corner, bounded northerly by land now or formerly of Joseph G. Medeiros; thence south 1° 23' 27" east, a distance of five hundred sixty-eight and thirty-four hundredths (568.34) feet to an iron rod; thence north 87° 21' 53" east along the southerly face of a stonewall, a distance of two hundred

twenty-nine and fifty-one hundredths (229.51) feet to a drill hole, the last two (2) described courses bounded by land now or formerly of Manuel V. Corey, et ux; thence south $2^{\circ} 45' 28''$ east along the centerline of a stonewall, a distance of thirty-four and fifty-one hundredths (34.51) feet to a corner, bounded easterly by land now or formerly of the National Society of Colonial Dames; thence north $88^{\circ} 20' 04''$ east, a distance of four hundred thirty (430) feet to a corner, bounded northerly in part by said National Society of Colonial Dames and in part by land now or formerly of Manuel V. Corey, et ux; thence north $2^{\circ} 45' 28''$ west, a distance of one hundred seventy-two (172) feet to a corner; bounded westerly by land now or formerly of Manuel V. Corey, et ux; thence north $88^{\circ} 20' 04''$ east, a distance of one hundred seventy-two and twenty-eight hundredths (172.28) feet to a corner; thence south $1^{\circ} 39' 56''$ east, a distance of four (4) feet to a corner; thence north $88^{\circ} 20' 04''$ east, a distance of twenty (20) feet to a corner; thence north $1^{\circ} 39' 56''$ west, a distance of four (4) feet to a corner; thence north $88^{\circ} 20' 04''$ east, a distance of one hundred fifty-five (155) feet to a corner on the westerly line of Berkeley Avenue, the last five (5) courses bounded by land now or formerly of Manuel V. Corey, et ux; thence south $3^{\circ} 21' 57''$ west along the easterly face of a stonewall, a distance of seven hundred fifty-five and six hundredths (755.06) feet to an angle; thence south $7^{\circ} 07' 54''$ west, a distance of ninety-two and four hundredths (92.04) feet to an angle; thence south $12^{\circ} 03' 22''$ west, a distance of one hundred twenty-seven and eighty hundredths (127.80) feet to an angle; thence south $11^{\circ} 16' 47''$ west along the easterly face of a stonewall, a distance of three hundred twenty-seven and eight hundredths (327.08) feet to a corner, the last four (4) described courses bounded by Berkeley Avenue; thence north $78^{\circ} 43' 13''$ west, a distance of twenty-four (24) feet to a corner; thence south $17^{\circ} 08' 55''$ west, a distance of two hundred ten and eighty-four hundredths (210.84) feet to the point and place of beginning, the last two (2) described courses bounding on land now or formerly of the Town of Middletown. Containing 64.70 acres of land.

BE ALL said measurements more or less or however otherwise the same may be bounded and described.

BEING designated as A.P. 119 Lot 20, A.P. 120 Lot 28
AREA = 64.70 ACRES on that certain plat entitled, "Plan
of Land in MIDDLETOWN, R.I. Surveyed for WHITEHALL FARM
DEVELOPMENT Surveyed and Drawn by MARRIER SURVEYING,
INC. for C.E. MAGUIRE, INC. Scale: 1" = 80' March
1985", and recorded in the Middletown Land Evidence
Records.

- BEING designated as Lot 28 on Plate 120 and a portion of
Lot 20 on Plate 119 of the Middletown Tax Assessor's
Plates.

EXCEPTING AND EXCLUDING the following described parcel of real
estate:

All that certain lot or parcel of land with the buildings and
improvements thereon, located in the Town of Middletown and
bounded and described as follows:

Commencing at a point in the northerly line of Green End Avenue,
said point being the southeasterly corner of the hereinafter
described parcel and the southwesterly corner of land now or for-
merly of Frederick and Joyce Bennett;

thence running westerly in the northerly line of Green End Avenue
for a distance of 40.46' to a point;

thence turning an interior angle of 178°-56'-03" and continuing
westerly in the northerly line of Green End Avenue for a distance
of 150.19' to a point;

thence turning an interior angle of 82°-21'-05" and running
northerly for a distance of 1090.77' to a point;

thence turning an interior angle of 119°-58'-06" and running
northeasterly for a distance of 451.01' to a point;

thence turning an interior angle of 90°-00'-00" and running
southeasterly for a distance of 116.70' to a point;

thence turning an interior angle of 100°-22'-29" and running
southwesterly for a distance of 36.20' to a point;

thence turning an interior angle of 259°-38'-17" and running
southeasterly for a distance of 40.00' to a point;

thence turning an interior angle of $136^{\circ}-51'-14''$ and running southerly for a distance of 600.00' to a point;

thence turning an interior angle of $133^{\circ}-21'-57''$ and running southwesterly for a distance of 192.05' to a point;

thence turning an interior angle of $239^{\circ}-47'-57''$ and running southerly for a distance of 400.00' to a point;

thence turning an interior angle of $270^{\circ}-05'-27''$ and running easterly for a distance of 50.00' to a point;

thence turning an interior angle of $90^{\circ}-00'-00''$ and running southerly for a distance of 50.00' to the point and place of beginning, bounded easterly by land now or formerly of Frederick and Joyce Bennett;

the first and last courses forming an interior angle of $98^{\circ}-37'-25''$;

said parcel containing 7.59 acres.

EXHIBIT E
TO DECLARATION OF WHITEHALL FARM CONDOMINIUM

TITLE REPORT

Exhibit E

	OFFICE FILE NUMBER	POLICY NUMBER	DATE OF POLICY	AMOUNT OF INSURANCE
Owner's		8661-81153	March 7, 1986 at 1:43 P.M.	\$8,000,000.
Loan		8661-81153	March 7, 1986 at 1:43 P.M.	\$8,000,000.

NOTE: A loan policy on the encumbrance described in this Schedule has been issued naming as the insured:

**BANK OF NEW ENGLAND-OLD COLONY BANK, N.A., its successors
and/or assigns as their interests may appear.**

1. Name of Insured:

WHITEHALL DEVELOPMENT ASSOCIATES LIMITED PARTNERSHIP

2. The estate or interest in the land described herein and which is covered by this policy is:

Fee simple

3. The estate or interest referred to herein is at Date of Policy vested in the insured.

4. The land herein described is encumbered by the following mortgage or trust deed, and assignments:

Mortgage from WHITEHALL DEVELOPMENT ASSOCIATES LIMITED PARTNERSHIP to BANK OF NEW ENGLAND-OLD COLONY, N.A. to secure the payment of \$8,000,000.00 dated March 5, 1986 and recorded March 7, 1986 at 1:43 P.M. in the Office of the Town Clerk of the Town of Middletown, Rhode Island.

and the mortgages or trust deeds, if any, shown in Schedule B hereof.

5. The land referred to in this policy is described as follows:

SEE SCHEDULE A CONTINUED.

General Exceptions:

- (1) Rights of present tenants, lessees or parties in possession.
- (2) Any liability for mechanics' or materialmen's liens.
- (3) Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which an accurate survey and inspection of the premises would disclose.

Special Exceptions: The mortgage, if any, referred to in Item 4 of Schedule A.
(This exception does NOT apply to Loan Policies)

- (4) Real Estate Taxes and Assessments (including Liens not yet due and payable) as follows:
 - a) Balance of taxes assessed December 31, 1984 not yet due and payable.
 - b) Taxes assessed December 31, 1985 not yet due and payable.
- (5) Agreement between Manuel V. Corey, Alexandria M. Corey, William E. Stratford, Alice F. Stratford and the National Society of Colonial Dames of America in the State of Rhode Island and Providence Plantations which is recorded in the Land Evidence Records of the Town of Middletown in Volume 156 at Page 792. (As to Parcel 1)
- (6) Subject to the rights of the heirs of Paul Whitman and others entitled thereto to use and have access to the cemetery as shown on said survey all as set forth in Volume 40 at Page 141 of the Land Evidence Records of the Town of Middletown. (As to Parcel 1)
- (7) Rights and easements of others, if any, to drain through or otherwise use Maidford River running through Parcel 1.
- (8) Declaration of Restrictive Covenants, Whitehall Development Associates, recorded in the Land Evidence Records of the Town of Middletown as Document No. 00212 on November 1, 1986 at 4:16 P.M. (As to Parcel 1)
- (9) Subject to any tax that might be levied by the Town of Middletown as a result in change of use of the premises to be insured.

General Exceptions numbered 1, 2, 3 are hereby omitted from the Loan Policy.
(NONE are omitted from the Owners Policy unless there is an endorsement attached authorizing specific deletions).
Affirmative insurance language under Special Exceptions of Schedule B does NOT apply to the Owners Policy unless otherwise specified.
Inclusion of a specific survey exception under Special Exceptions of Schedule B does NOT eliminate General Exception (3) in the Owners Policy.

Countersigned



AUTHORIZED SIGNATORY

NOTE: The following endorsements appearing after Schedule B are an integral part of this policy.

2-1, 2-2, (etc...)

Page 1 of Schedule B.
Schedule B of this Policy consists of

_____ pages.

(Schedule B continued)

Policy Number 8661-81158
Owners
Policy Number 8661-81158
Lease

(10) Rights of present tenants or parties in possession under unrecorded lease dated June 1, 1985 by and between Frederick J. Bennett, et ux, Lessor and James L. Allen, Lessee. (As to Parcel 2)

(11) Balance of sewer construction, not yet due and payable. (As to Parcel 2)

AS TO OWNER'S POLICY ONLY:

(12) Assignment of Leases and rentals recorded March 7, 1986 at 1:45 p.m. in the Land Evidence Records of the Town of Middletown, Rhode Island.

(13) Mortgage of WHITEHALL DEVELOPMENT ASSOCIATES LIMITED PARTNERSHIP to MANUEL V. COREY and ALEXANDRIA M. COREY dated December 23, 1985 in the principal amount of \$650,000.00 and recorded in the Land Evidence Records of the Town of Middletown in Volume 160 at Page 1045, said mortgage being subordinate by Subordination Agreement dated March 5, 1986 and recorded March 7, 1986 at 1:46 p.m. in the Land Evidence Records of the Town of Middletown, Rhode Island. (As to Parcel 1)

PDX:al


Authorized Signatory