

EXHIBIT H

TO DECLARATION OF WHITEHALL FARM CONDOMINIUM
ARTICLES OF INCORPORATION AND BY-LAWS OF
WHITEHALL FARM CONDOMINIUM ASSOCIATION, INC.

EXHIBIT H

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

NON-PROFIT CORPORATION

DUPLICATE

ORIGINAL ARTICLES OF INCORPORATION

The undersigned, acting as incorporator of a corporation under Chapter 7-6 of the General Laws, 1956, as amended, adopts the following Articles of Incorporation for such corporation:

FIRST: NAME - The name of this corporation is WHITEHALL FARM CONDOMINIUM ASSOCIATION, INC. (the "Association").

SECOND: TERM - The term of the Association shall be the life of the Condominium, unless the Association is terminated sooner by the unanimous action of its members. The Association shall be terminated by the termination of the Condominium in accordance with the Declaration.

THIRD: PURPOSE - The purpose for which this Association is organized is the operation and management of the Condominium which is to be created upon lands located in the Town of Middletown, County of Newport, State of Rhode Island, and hereafter referred to as the Condominium.

The Association is to undertake the performance of and to carry out the acts and duties incident to the administration of the operation and management of the Condominium in accordance with the terms, provisions, conditions, and authorizations contained in these Articles of Incorporation, and which may be contained in the Declaration of Condominium (the "Declaration") which will be recorded among the Land Evidence Records of the Town of

Middletown, Rhode Island, encompassing the real property described above and the improvements thereon that are submitted to Condominium Ownership and to own, maintain, manage, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary and convenient in the administration of the Condominium.

FOURTH:

A. POWERS - The powers of the Association shall include the following provisions:

1. The Association shall have all the common law and statutory powers of a non-business corporation (Chapter 7-6) not for profit which are not in conflict with the terms of these Articles, the Declaration of Condominium, the By-Laws or the Rhode Island Condominium Act (the "Act").

2. The Association shall have all the powers and duties granted to the Association by the Act at Chapter 34-36.1, Rhode Island General Laws. The Association shall have all the powers reasonably necessary to implement the purposes of the Association, and all of the powers granted to it in the Declaration after the Declaration is recorded among the Land Records of the Town of Middletown, Rhode Island. Without limiting the generality of the foregoing, the Association shall have power:

(a) To make and collect assessments, fees and other charges against members as Unit Owners and to use the proceeds thereof in the exercise of its powers and duties.

(b) To buy, own, operate, lease, sell, trade and mortgage both real and personal property as may be necessary or convenient to the administration of the Condominium.

(c) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium Property and for the health, comfort, safety and welfare of the Unit Owners.

(d) To approve or disapprove the leasing, transfer, mortgaging, ownership and possession of the Units as may be provided by the Declaration.

(e) To contract for the management of the Condominium Property and to delegate to such contractors all powers and duties of the Association, except those which may be required by the Declaration to have approval of the Executive Board or the Unit Owners as members of the Association.

(f) To maintain, repair, replace, reconstruct, add to and operate the Condominium Property, and other property acquired or leased by the Association for use by the Unit Owners.

(g) To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its officers, directors and members as Unit Owners.

(h) To employ personnel to perform the services required for the proper operation of the Condominium.

3. All funds and the titles of all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles and the By-Laws.

4. The Association shall make no distribution of income to its members, directors (members of the Executive Board) or officers.

5. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the By-Laws and the Act.

B. MEMBER - The qualification of members, the manner of their admission to membership and termination of such membership and voting by such members shall be as follows:

1. All owners of Units in the Condominium ("Unit Owners") shall be members of the Association.

2. Membership in the Association shall be

established by recording in the Land Evidence Records of the Town of Middletown, Rhode Island, a deed or other instrument establishing a change or record title to a Unit in the Condominium and the notification in writing to the Association of the recording information. The new record owner designated by such instrument thereby becomes a member of the Association. The membership of the prior owner shall thereby terminate. The Developer to the extent of the ownership of Units is a member of the Association, holding memberships equal to the number of Units it holds.

3. The share of a member in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to the individual Unit.

4. Members of the Association shall be entitled to one (1) vote for each residential Unit owned by such member. If the Unit is jointly owned by two or more persons (or by a corporation) the joint owners or the corporation, as the case may be, shall designate one person who shall exercise the right to vote permitted for each residential Unit owned. All in all, there shall be a total of one hundred thirty-three (133) votes comprising the vote of the Association if the Declarant builds the maximum number of Units permitted under the Declaration. At any given time the total number of votes comprising the vote of the Association shall equal the total number of Units which have been declared and brought into the Condominium by the Declaration and any amendments thereto. Voting rights will be exercised in the manner provided by the By-Laws of the Association.

5. The By-Laws shall provide for an annual meeting

of members, and may make provisions for regular and special meetings of members other than the annual meeting.

C. DIRECTORS - EXECUTIVE BOARD

1. The property, business and affairs of the Association shall be managed by an Executive Board consisting of the number of members of the Executive Board determined by the By-Laws, but which shall consist of not less than three (3) members. Members of the Executive Board need not be members of the Association or owners of Units in the Condominium.

2. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Executive Board, its agents, contractors or employees, subject only to approval by Unit Owners, Institutional Mortgagees or the Developer where such approval is specifically required.

3. Members of the Executive Board of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Members of the Executive Board may be removed and vacancies on the Executive Board shall be filled in the manner provided by the By-Laws.

4. The Developer of the Condominium shall appoint the members of the first Executive Board who shall hold office for the period described in the By-Laws.

D. The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Executive Board of the Association at the first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of

the Executive Board. The By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties of the officers.

2. INDEMNIFICATION

1. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a member of the Executive Board, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or misfeasance or malfeasance in the performance of his duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any such acts, suit or proceeding by judgment, order, settlement, conviction or upon a plea

of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, has reasonable cause to believe that his conduct was unlawful.

2. To the extent that a member of the Executive Board, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expense (including attorneys' fees and appellate attorneys fees) actually and reasonably incurred by him in connection therewith.

3. Any indemnification under Section 1 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the member of the Executive Board, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 above. Such determination shall be made (a) by the Executive Board by a majority vote of a quorum of members of the Executive Board who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested members of the Executive Board so directs, by independent legal counsel in a written opinion, or by a majority of the members of the Association.

4. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in

advance of the final disposition of such action, suit or proceeding as authorized by the Executive Board in the specific case upon receipt of an undertaking by or on behalf of a member of the Executive Board, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article VII.

5. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any By-Law, agreement, vote of members or otherwise, both as to action in his official capacity while holding such office or otherwise, and shall continue as to a person who has ceased to be a member of the Executive Board, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

6. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a member of the Executive Board, officer, employee or agent of the Association, or is or was serving at the request of the Association, as a member of the Executive Board, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

F. BY-LAWS - The first By-Laws of the Association shall be those By-Laws appended to the Declaration of Condominium and may be altered or rescinded in the manner provided by said By-Laws

by an affirmative vote of a majority of the Owners of Units.

G. AMENDMENTS

1. Until such time as the Developer has completed and closed the sales of all of the Condominium Units in the Condominium for which this Association will operate (eg. 133 units), the Articles of Incorporation may be amended as to any of the particulars contained herein by the Developer in its sole discretion, and in addition thereto, the proceedings of all meetings of the Association shall have no effect unless approved by the Developer as to the amendment of the Condominium documents. This right is subject, however, to the provisions that the Developer cannot make any substantial change in the purpose of the Association.

2. These Articles of Incorporation may also be amended in the following manner:

(a) Notice of the subject matter of the proposed amendment shall be included in a notice of any regular and special meeting at which such proposed amendment is considered.

(b) A resolution approving a proposed amendment may be proposed by either a majority of the Executive Board or by one-third (1/3) of the Membership of the Association, and after being proposed and approved by one of said bodies, it must be submitted for approval and thereupon receive approval by the other body. Such approval must be by an affirmative vote of a majority of the votes of the members of the Association; and such approval must be by an affirmative vote of two-thirds (2/3) of the members of the Executive Board.

(c) Provided, however, that no amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of members, nor any changes in Section 3, 4 and 5 of the Fourth Article, entitled "Powers" without the approval in writing of all members and the joinder of all eligible record owners of mortgages upon Units as defined in the Declaration and By-Laws. No amendment shall be made that is in conflict with the Act, the Declaration or By-Laws, nor shall any amendment make any changes which would in any way

affect any of the rights, privileges, powers or options herein provided in favor of the Developer, unless the Developer shall join in the execution of the amendment.

FIFTH: The address of the initial registered office of the corporation is 1100 Aquidneck Avenue, Middletown, Rhode Island 02840 and the name of the initial registered agent at such address is Robert M. Silva.

SIXTH: The number of members constituting the initial Executive Board of the corporation is five, and the names and addresses of the persons who are to serve as the initial members of the Executive Board are:

NAME	ADDRESS
Eric L. McConaghy	1 Richmond Square Providence, Rhode Island 02906
Richard McCourt	1 Monarch Drive Quincy, Massachusetts 02171
Robert M. Silva	1100 Aquidneck Avenue Middletown, Rhode Island 02840
Betsy Pettit	1 Richmond Square Providence, Rhode Island 02906
Coleen Donohue	1 Richmond Square Providence, Rhode Island 02906

SEVENTH: The name and address of the incorporator is:

NAME	ADDRESS
Robert M. Silva	1100 Aquidneck Avenue Middletown, Rhode Island 02840

EIGHTH: Date when corporate existence to begin:

Upon the issuance of a Certificate of Incorporation

Dated:

Robert M. Silva
INCORPORATOR

BY-LAWS

WHITEHALL FARM CONDOMINIUM ASSOCIATION, INC.

Green End Avenue
Middletown
Rhode Island

These By-Laws have been adopted this day of
19 , by the persons constituting all of the members of the
first Executive Board of Whitehall Farm Condominium Association,
Inc. (the "Association").

ARTICLE 1

INTRODUCTORY PROVISIONS

Section 1.1. Applicability. These By-Laws (the "By-Laws") shall relate solely to the property called Whitehall Farm Condominium, located on Green End and Berkeley Avenues, Middletown, Rhode Island (the "Property") more fully described in the Declaration of Condominium for Whitehall Farm Condominium, dated , 1986 and the Plats and plans attached thereto (collectively the "Declaration") recorded herewith in the Records of Land Evidence of the Town of Middletown as the same may be amended from time to time.

Section 1.2. Definitions. The capitalized terms used herein without definition shall have the same definitions as such terms have in the Declaration and the Rhode Island Condominium Act of 1982, R.I.G.L. 34-36.1 et. seq. (the "Act"). Unless otherwise provided between the Act and the Declaration, the Declaration shall control.

Section 1.3. Compliance. Pursuant to the provisions of the Act, every Unit Owner and all persons entitled to occupy a Unit shall comply with these By-Laws.

Section 1.4. Office. The office of the Condominium, the Association and the Executive Board shall be located at the Property or at such other place as may be designated from time to time by the Executive Board.

Section 1.5. Incorporation of Statutory Law. Except as expressly provided herein, in the Declaration, in the Act, or in the Articles of Incorporation of the Association, the Association

shall be governed by the provisions of any applicable statute of the State of Rhode Island.

ARTICLE 2

THE ASSOCIATION

Section 2.1. Membership. The Association is incorporated as a Rhode Island non-profit, non-stock, corporation, all the members of which are the Unit Owners of the Property. There may be as many as, but not more than, 133 members. The Declarant, being the initial owner of all completed and prospective Units (totaling a maximum of 133 possible Units), initially shall constitute all of the members of the Association. The number of memberships will be the total of one membership per Unit when the Project is completed and the number of completed Units can be determined. A person shall automatically become a member of the Association at the time he acquires legal title to his unit, and he shall continue to be a member so long as he continues to hold title to such Unit. A Unit Owner shall not be permitted to resign from membership in the Association prior to the time when he transfers title to his Unit to another. No membership may be transferred in any way except as appurtenant to the transfer of title to the Unit to which that membership pertains. Transfer of membership shall be automatic upon transfer of title, but the Association may treat the prior Unit Owner as the member for all purposes until satisfactory evidence of the recording of the instrument transferring title shall be presented to the Secretary of the Executive Board. The date of recordation of an instrument of conveyance in the Records of Land Evidence of the Town of Middletown shall be determinative of all disputes concerning the date of transfer of title to any Unit or Units.

Section 2.2. Meetings. Meetings of the Association shall be conducted in accordance with the following:

(a) Annual Meetings.

(1) Unit Owners shall hold Annual Meetings for the purpose stated in Section 2.2(a)(2) hereof (the "Annual Meeting"). The Annual Meeting of Unit Owners shall be held on the first Monday of May of each year unless such date shall be a legal or religious holiday, in which event the meeting shall be held on the next following day.

(2) The purpose of the Annual Meetings of the Association shall be to elect the members of the Executive Board

unless such action is being taken pursuant to the provisions of Section 2.2(g) hereof or Section 3.5 hereof, and to conduct such other business as may be required or permitted by law, the Articles of Incorporation of the Association, the Declaration or these By-Laws to be done by a vote of Unit Owners. The Treasurer of the Executive Board shall present at each Annual Meeting a financial report of the receipts, Common Expenses, and Limited Expenses (if any), for the Association's immediately preceding fiscal year, itemized receipts and expenditures, the allocation thereof to each Unit Owner, and any changes expected for the present fiscal year. A copy of such financial report shall be sent to each Unit Owner not less than five days prior to the Annual Meeting.

(b) Special Meetings.

(1) The President shall call a special meeting of the Association if so directed by resolution of the Executive Board or upon petition signed and presented to the Secretary by Unit Owners entitled to cast at least 20 percent of the votes in the Association. The President may also call special meetings on his own initiative as per Rhode Island General Laws Section 34-36.1-3.08. The notice of any special meeting shall state the time, the place and purpose thereof. Such meetings shall be held within forty-five days after receipt by the President of said resolution or petition; provided, however, if the purpose includes the consideration of the rejection of a budget or capital expenditure pursuant to Section 5.8 hereof, such meeting shall be held within fifteen days after receipt by the President of said resolution or petition. No business shall be transacted at a special meeting except as stated in the notice.

(2) Within sixty days after conveyance of 25 percent of the Units which may be built, i.e. 133, to Unit Owners other than the Declarant, a special meeting of the Association shall be held at which one of the five members of the Executive Board designated by the Declarant shall resign (such resigning member to be selected by the Declarant), and the Unit Owners, excluding the Declarant as a Unit Owner, shall elect a successor member of the Executive Board to act in the place of the resigning member. Such successor member shall serve until the annual meeting of the Association following the meeting at which he was elected.

(3) Within sixty days immediately preceding the date by which all members of the Executive Board must resign pursuant to Section 12.1(d) of the Declaration, a special meeting of the

Association shall be held at which all of the members of the Executive Board shall resign, and the Unit Owners, including the Declarant if the Declarant owns one or more Units, shall thereupon elect successor members of the Executive Board to act in the place of those resigning. The successor member receiving the highest number of votes shall serve until the third Annual Meeting of the Association following the date of such election, and the successor member receiving the second highest number of votes shall serve until the second Annual Meeting of the Association following the date of such election, and the successor members receiving the next three highest number of votes shall serve until the first Annual Meeting following the date of such election. Thereafter each member of the Executive Board shall be elected for a term of one year.

(c) Notice. Notices to Unit Owners of meetings of the Association or meetings of the Executive Board which Unit Owners who are not Executive Board members are entitled or invited to attend pursuant to Section 3.3(e) hereof shall be delivered either by hand or by prepaid mail to the mailing address of each unit or to another mailing address designated in writing by the Unit Owner to the Executive Board. If a notice sent to Unit Owners pursuant to the foregoing sentence includes an item on the proposed agenda which would require the approval of holders of mortgages pursuant to the Act or any of the Condominium Documents, a copy of such notice will also be sent to such holders of mortgages. Notwithstanding the foregoing sentence, copies of notices of impending meetings will be provided to the eligible holders of mortgages strictly as a courtesy and the failure of the Association or the Executive Board to provide any Mortgagee with a copy of such notice shall not invalidate any actions taken by the Association or the Executive Board or subject any members of the Association or the Executive Board to any liability whatsoever. All such notices shall be delivered to all Unit Owners (and holders of mortgages, if applicable) not less than ten nor more than sixty days in advance of the date of the meeting to which the notice relates and shall state the date, time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or By-Laws. The Secretary of the Executive Board shall cause all such notices to be delivered as aforesaid. Notices sent by mail shall be deemed to have been delivered on the second day after the date of mailing, in the case of mailed notices or the date of deposit in the Unit Owner's (or if applicable, in the Mortgagee's) mailbox in the case of hand delivery. No subject may be dealt with at any Annual or Special Meeting of

the Association, unless the notice for such meeting stated that such subject would be discussed at such meeting.

(d) Quorum. Except as set forth below, the presence in person or by proxy of Unit Owners of 20 percent or more of the votes of the Association at the commencement of a meeting shall constitute a quorum at all meetings of the Association. If a quorum is not present, Unit Owners entitled to cast a majority of the votes represented at such meeting may adjourn the meeting to a time not less than 48 hours after the time for which the original meeting was called. If a meeting is adjourned, the quorum at such second meeting shall be deemed present throughout any meeting of the Association if persons entitled to cast 20 percent of the votes which may be cast for the election of the Executive Board are present in person or by proxy at the beginning of the meeting.

(e) Voting. Voting at all meetings of the Association shall be on the basis of one vote per Unit. Where the ownership of a Unit is in more than one person, the person who shall be entitled to cast the vote of such Unit shall be the Person owning such Unit who is present. If more than one person owning such Unit is present, then such vote shall be cast only in accordance with the agreement of a majority in interest of the owners pursuant to Section 36.1-3.10 of the Act. There shall be deemed to be majority agreement if any one of the multiple owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit. Subject to the requirements of the Act, wherever the approval or disapproval of a Unit Owner is required by the Act, the Declaration or these By-Laws, such approval or disapproval shall be made only by the person who would be entitled to cast the vote of such Unit at any meeting of the Association. Except with respect to the election of members of the Executive Board and except where a greater number is required by the Act, the Declaration or these By-Laws, the Owners of more than 50 percent of the aggregate votes in the Association voting in person or by proxy at one time at a duly convened meeting at which a quorum is present is required to adopt decisions at any meeting of the Association. In all elections for Executive Board members, each Unit Owner shall be entitled to cast for each vacancy to be filled at such election the number of votes allocated to the Unit or Units owned by such Unit Owner as provided in the Declaration. Those candidates for election receiving the greatest number of votes cast in such elections shall be elected and, if the Executive Board members are being elected to unequal terms pur-

suant to Section 2.2(b)(2) hereof, the candidates receiving the highest number of votes shall be elected to the longest terms. Except as set forth in Section 2.2. (b)(2) above, if the Declarant owns or holds title to one or more Units, the Declarant shall have the right at any meeting of the Association to cast the votes to which such Unit or Units are entitled. No votes allocated to a Unit owned by the Association may be cast. There shall be no cumulative or class voting or splitting of votes.

(f) Proxies. A vote may be cast in person or by proxy. If a Unit is owned by more than one person, each owner of the Unit may vote through a duly executed proxy, provided not more than one vote per Unit is cast. Such proxy may be granted by any Unit Owner only in favor of another Unit Owner, the holder of a mortgage on a Unit or the Declarant. Proxies shall be duly executed in writing, shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting. Such proxy shall be deemed revoked only by actual receipt by the person presiding over the meeting of written notice of revocation from the grantor of the proxy. No proxy shall be valid for a period in excess of one year after the execution thereof. A proxy is void if it is not dated or purports to be revocable without notice.

(g) Actions of Association without a Meeting. Any action required or permitted to be taken by a vote of the Association may be taken without a meeting by the written consent, stating the action so taken, of at least that number of Unit Owners whose votes would have otherwise been sufficient to take the action if a meeting had been held at which all Unit Owners were present.

(h) Conduct of Meetings. The President (or in his absence, one of the Vice-Presidents) shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a Minute Book all resolutions adopted at the meeting as well as a record of all transactions occurring at the meeting. The President may appoint a person to serve as parliamentarian at any meeting of the Association. The then current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the Declaration, these By-Laws or the Act. All votes shall be tallied by tellers appointed by the President.

ARTICLE 3

EXECUTIVE BOARD

Section 3.1. Composition. The affairs of the Association shall be governed by the Executive Board. The Executive Board shall consist of five natural individuals, all of whom shall be Unit Owners or designees of the Declarant.

Section 3.2. Election and Term of Office.

(a) At the Annual Meeting of the Association, subject to Section 12.1 of the Declaration, the election of members of the Executive Board shall be held. The term of office of any Executive Board member to be elected (except as set forth in Section 2.2(b)(2) and (3) and Section 3.5 hereof) shall be fixed at one year. The members of the Executive Board shall hold office until the earlier to occur of the election of their respective successors or their death, adjudication of incompetency, removal or resignation. An Executive Board member may serve an unlimited number of terms and may succeed himself.

(b) Persons qualified to be members of the Executive Board may be nominated for election only as follows:

(1) Any Unit Owner may submit to the Secretary at least thirty days before the meeting at which the election is to be held a nominating petition signed by Unit Owners owning at least 5 Units in the aggregate, together with the statement that the Person nominated is willing to serve on the Executive Board and a biographical sketch of the nominee. The Secretary shall mail or hand deliver the submitted items to every Unit Owner together with the notice of such meeting; and

(2) Nominations may be submitted from the floor at a meeting at which the election is held for each vacancy on the Executive Board for which no more than one person has been nominated by petition.

Section 3.3. Meetings. Meetings of the Executive Board shall be conducted in accordance with the following:

(a) Time and Location. The Executive Board shall hold an annual meeting within ten days following the Annual Meeting of the Association for the purpose of electing officers, as more fully set forth in Article 4 hereof, and for any other

purpose which may be required or permitted by law, the Declaration or these By-Laws to be done by a vote of the Executive Board. The Executive Board shall hold meetings at the call of the President or upon request to the President of the Executive Board by at least a majority of the members of the Executive Board; provided however that:

(1) In any event, the Executive Board shall meet at least three times each fiscal year (in addition to the annual meeting of the Executive Board), unless all members of the Executive Board shall waive such requirements as to a particular meeting or meetings;

(2) The first such Executive Board meeting shall be held promptly after the date on which the Declaration is recorded; and

(3) There shall be a meeting of the Executive Board during the second full calendar week of the last month of each fiscal year for the purpose of adopting the budget of the Association for the next following fiscal year of the Association.

(4) The President shall call any Executive Board meeting requested by a majority of the members of the Executive Board for a date occurring not less than five nor more than twenty days after receipt of such request.

(5) The President shall designate the time and location of Executive Board meetings. No business shall be transacted at Executive Board meetings other than as specified in the notice thereof.

(b) Notice. Not less than forty-eight hours prior to the time of any Executive Board meeting, a written notice stating the date, time and place of such meeting shall be delivered, either by hand or by mail or telegram, to each Executive Board member at the address given to the Executive Board by such Executive Board member for such purpose. Any Executive Board member may waive notice of a meeting or consent to any action of the Executive Board without a meeting. An Executive Board member's attendance at a meeting shall constitute his waiver of notice of such meeting.

(c) Quorum of the Executive Board. At all meetings of the Executive Board a majority of the members shall constitute

a quorum for the transaction of business, and the votes of a majority of the members present at a meeting at which a quorum is present shall constitute a decision of the Executive Board. If at any meeting of the Executive Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. One or more members of the Executive Board may participate in and be counted for quorum purposes at any meetings by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other.

(d) Voting. Each Executive Board member shall be entitled to cast one vote. A vote of the majority of the members of the Executive Board present at any meeting at which a quorum is present shall bind the Executive Board for all purposes unless otherwise provided in the Declaration or these By-Laws.

(e) Organization. Executive Board meetings may be held under such reasonable rules consistent with these By-Laws as the Executive Board may determine. The Executive Board is hereby entitled to promulgate such rules. Except for the meeting to approve the budget of the Association referred to in this Section 3.2(e), Unit Owners who are not Executive Board members shall have no right to attend Executive Board meetings but the Executive Board may, in its sole discretion, elect to allow such Unit Owners to attend a particular meeting or meetings. If the Executive Board does elect to allow Unit Owners who are not Executive Board members to attend a particular meeting or meetings, the Secretary of the Executive Board shall give prior notice, in the manner provided in Section 2.2(c) hereof, to all Unit Owners of each meeting at which Unit Owners are entitled or invited to be present; provided, however, that the failure to give such notice shall neither invalidate any actions taken by the Executive Board at such meeting nor impose any liability on the Executive Board or its officers and/or members for the failure to give such notice. All Units Owners shall have the right to attend and be heard, but not the right to vote, at the Executive Board meeting at which the fiscal year budget of the Association shall be presented to the Executive Board for adoption. The Secretary of the Executive Board shall give Unit Owners notice of such meeting, accompanied by a copy of the proposed budget, in the manner provided in Section 2.2(c) hereof.

(f) Conduct of Meetings. The President shall preside over all meetings of the Executive Board and the Secretary shall keep a Minute Book of the Executive Board meetings, recording therein all resolutions adopted by the Executive Board and a record of all transactions and proceedings occurring at such meetings. The then current edition of Robert's Rules of Order shall govern the conduct of the meeting of the Executive Board if and to the extent such Rules are not in conflict with the Declaration, these By-Laws or the Act.

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

Section 3.4. Resignation and Removal. Except with respect to members designated by Declarant, at any regular or special meeting of the Association duly called, any one or more of the members of the Executive Board may be removed with or without cause by Unit Owners entitled to cast a majority of all votes in the Association and a successor may then and there be elected to fill the vacancy thus created. Any Unit Owner proposing removal of a Board Member shall give notice thereof to the Secretary. Any member whose removal has been proposed by a Unit Owner shall be given at least 10 days notice by the Secretary of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting. A member of the Executive Board may resign at any time and shall be deemed to have resigned upon transfer of title to his Unit. The Declarant shall have the right to remove and replace any and all members appointed by the Declarant at any time and from time to time until the required resignation date specified in Section 12.1(d) of the Declaration.

Section 3.5. Vacancies. Any vacancy or vacancies on the Executive Board, whether caused by resignation, removal, death, adjudication of incompetency, or an increase in size of the Executive Board, shall be filled by the Executive Board with an interim appointee who shall serve until the next Annual Meeting of the Association at which time such vacancy may filled by the vote of more than fifty percent (50%) of the votes of the Unit Owners; provided, however, that the Declarant shall have the right to fill any vacancy created by the resignation, death, or adjudication of incompetency of a member who has been appointed by

the Declarant and had not been elected by the Unit Owners. If the vacancy results from removal by the Association, the election of a new member or members may be held at the same meeting where such removal takes place and notice of an election for removal shall be considered notice of an election to fill each vacancy so caused. The vote of more than fifty percent (50%) of the Unit Owners present at such meeting in person or by proxy shall cause the postponement of the election to a later date, but if such vacancy is not filled within sixty (60) days after it occurs, the Executive Board shall promptly thereafter elect a replacement.

Section 3.6. Compensation. No member of the Executive Board shall receive compensation for performing his duties as a member of the Executive Board unless such compensation is expressly authorized or approved by a vote of more than fifty percent of the votes of all Unit Owners, at any Annual or Special Meeting of the Association.

Section 3.7. Validity of Contracts with Interested Executive Board Members. No contract or other transaction between the Association and one or more of its Executive Board members or between the Association and any corporation, firm or association in which one or more of the Executive Board members are directors or officers, or are financially interested, shall be void or voidable because such Executive Board member or members are present at any meeting of the Executive Board which authorized or approved the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exists:

(a) The fact that an Executive Board member is also such a director or officer or has such financial interest is disclosed or known to the Executive Board and is noted in the minutes thereof, and the Executive Board authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such Executive Board Member of Members; or

(b) the contract or transaction is made in good faith and is not unconscionable to the Association at the time it is authorized, approved or ratified.

Section 3.8. Inclusion of Interested Executive Board Members in a Quorum. Any Executive Board Member holding such director or officer position or having such financial interest in another corporation, firm or association may be counted in

determining the presence of a quorum at a meeting of the Executive Board or a committee thereof which authorizes, approves or ratifies a contract or transaction of the type described in Section 3.7 hereof.

Section 3.9. Powers of the Executive Board.

(a) Enumeration. The Executive Board shall have all of the powers and duties granted by the Act, the laws of Rhode Island governing incorporated non-profit associations, the Declaration of Condominium for Whitehall Farm, Middletown, Rhode Island, the Articles of Incorporation of the Association, and these By-Laws.

(b) Limitation. Nothing in this Section or elsewhere in these By-Laws shall be considered to grant to the Executive Board or to the officers of the Association any powers or duties which, by law, are possessed by Unit Owners. Unless otherwise provided herein or in the Declaration, the Executive Board shall comply with the instructions of more than 50 percent of the Unit Owners present in person or by proxy, as expressed in the resolution duly adopted at any annual or special meeting of the Unit Owners.

(c) Delegation of Powers; Management. The Executive Board may employ for the Condominium a management agent at a compensation established by the Executive Board. The management agent shall perform such duties and services as the Executive Board shall authorize, including, but not limited to, all of the duties listed in the Act, the Declaration and these By-Laws; provided, however, where a managing agent does not have the power to act under the Act, the Declaration or these By-Laws, the managing agent may act as an advisor or in an advisory capacity to the Executive Board. The Executive Board may delegate to the managing agent all of the powers granted to the Executive Board by the Act, the Declaration and these By-Laws other than the following powers: (i) to adopt an annual budget and any amendment thereto or to assess Common Expenses; (ii) to adopt, repeal or amend rules and regulations; (iii) to designate signatories on Association bank accounts; (iv) to borrow money on behalf of the Association; (v) to acquire mortgages on Units; and (vi) to assign Common Elements as Limited Common Elements. Any contract with a management agent must provide that it may be terminated with cause on no more than thirty days written notice and without cause on no more than ninety days written notice. The terms of any such contract may not exceed one year.

ARTICLE 4

OFFICERS

Section 4.1. Election. At the first meeting of the Executive Board, and at every Annual Meeting of the Executive Board thereafter the Executive Board members, if a quorum is present, shall elect Executive Board officers of the Association for the following year, such officers to serve for a one year term and until their respective successors are elected. The officers to be elected are: President, Secretary, Treasurer and such other officers as the Executive Board shall determine. Each officer may serve an unlimited number of terms so long as such member or officer continues to be re-elected to the Executive Board. Any member may hold two offices simultaneously, except that the President shall not hold any other office.

Section 4.2. Duties. The duties of the officers shall be as follows:

(a) President. The President shall be the chief executive officer of the Association and the chairperson of the Executive Board. The President shall be responsible for implementing the decisions of the Executive Board and in that capacity shall direct, supervise, coordinate and have general control over the affairs of the Association and the Executive Board, subject to the limitations of the laws of the State of Rhode Island, the Condominium Documents and the action of the Executive Board. The President shall have the power to sign checks and other documents on behalf of the Association and the Executive Board, or both, with or without the signatures of any other officers as may be determined by the Executive Board. The President shall preside at all meetings of either body at which he is in attendance and shall be a member of all committees. If the President is absent from such meetings the senior officer of the Association present at such meeting shall preside, and in the absence of any officer, the body holding the meeting shall elect a person to preside. If the Executive Board so provides, the President also shall have any or all of the powers and duties ordinarily attributable to the chief executive officer of a corporation domiciled in Rhode Island.

(b) Secretary. Unless otherwise determined by the Executive Board, the Secretary shall keep or cause to be kept all records (or copies thereof if the original documents are not available to the Association) of the Association and the

Executive Board and shall have the authority to affix the seal of the Association to any documents requiring such seal. The Secretary shall give or cause to be given all notices as required by law, the Declaration or these By-Laws, shall take and keep or cause to be taken and kept minutes of all meetings of the Association, the Executive Board and all committees, and shall take and keep or cause to be taken and kept at the Association's office a record of the names and addresses of all Unit Owners as well as copies of the Declaration, the Plats and Plans, these By-Laws and the Rules and Regulations, all current copies of any and all other Condominium documents, audits and the register of eligible mortgagees, all of which shall be available at the office of the Association for inspection by Unit Owners or prospective Unit Owners and by eligible mortgagees during normal business hours and for distribution to them at such reasonable charges (if any) as may be set from time to time by the Executive Board. The Secretary shall keep or cause to be kept the register of holders of mortgages. The Secretary shall also perform all duties and have such other powers as are ordinarily attributable to the Secretary of a corporation incorporated in Rhode Island.

(c) Treasurer. Unless otherwise determined by the Executive Board, the Treasurer shall have the charge and custody of, and be responsible for, all funds and securities of the Association, shall deposit or cause to be deposited all such funds in such depositories as the Executive Board may direct, shall keep or cause to be kept correct and complete accounts and records of all financial transactions of the Association and the Executive Board and shall submit or cause to be submitted to the Executive Board and the Association such reports thereof as the Act, the Declaration, the Executive Board, or these By-Laws may from time to time require. Such records shall include, without limitation, chronological listings of all receipts and expenditures on account of the Common Elements, Limited Common Elements and each Unit, the Amount of each assessment for Common Expenses and expenses assessable to individual Units, if any, and the amount paid and the amounts due on such assessments. Such records shall specify and itemize the maintenance, repair and replacement expenses relating to the Common Elements and the Limited Common Elements and any other expenses incurred by the Association. The foregoing financial records shall be kept at the Association's office and shall be available there for inspection by Unit Owners or prospective Unit Owners during normal business hours. The Treasurer shall, upon request, provide any person who shall have entered into a written agreement to purchase a Unit with a written statement of the information

required to be provided by the Association pursuant to Section 36.1-3.16(h) and 4.09(b) of the Act. The Treasurer shall also perform such duties and have such powers as are ordinarily attributable to the Treasurer of a corporation incorporated in Rhode Island.

(d) Vice-Presidents and Assistant Officers. Unless otherwise determined by a resolution of the Executive Board, any Vice-President and any assistant officer shall have the powers and perform the duties of his respective superior officer, the President being any Vice-President's superior officer, the Secretary being any Assistant Secretary's superior officer and the Treasurer being any Assistant Treasurer's superior officer.

Section 4.3. Compensation. The officers of the Executive Board shall serve without compensation for their services in such capacity unless such compensation is expressly authorized or approved by a vote of more than 50 percent of the votes of all Unit Owners entitled to vote in the Association, at any Annual or Special Meeting of the Association.

Section 4.4. Resignation and Removal. Any officer may resign at any time by written notice to the Executive Board, such resignation to become effective at the next Executive Board meeting. Any officer who ceases to be a member of the Executive Board for any reason also shall be deemed to have resigned or been removed, ipso facto, from any Executive Board office he may have held. Any officer may be removed from his office at any time by majority vote of the Executive Board whenever in the judgment of the Executive Board members the interest of the Association will be best served thereby, or by the vote of the Association with or without cause, in the same manner as set forth for the removal of Executive Board members in Section 3.4 hereof.

Section 4.5. Vacancies. Vacancies caused by resignation or removal of officers or the creation of new offices may be filled by a majority vote of the Executive Board members, if the vacancy resulted from action of the Executive Board. If, however, the vacancy resulted from action by the Association, such vacancy shall be filled in the same manner as set forth in Section 3.5 hereof for filling Executive Board vacancies.

ARTICLE 5

COMMON EXPENSES; BUDGETS

Section 5.1. Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by the Executive Board; provided, however, that the first fiscal year shall begin upon the recordation of the Declaration.

Section 5.2. Preparation and Approval of Budget.

(a) Adoption. On or before the first day of November of each year (or sixty days before the beginning of the fiscal year if the fiscal year is other than the calendar year), the Executive Board shall adopt an annual budget for the Association containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements and those parts of the Units as to which it is the responsibility of the Executive Board to maintain, repair and replace, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Act, the Declaration, these By-Laws or a resolution of the Association and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and the rendering to the Unit Owners of all related services. Such budget shall also set forth, among other things, such reasonable amounts as the Executive Board considers necessary to maintain the Working Capital Fund at a level deemed by the Executive Board to be sufficient to meet fiscal year budgeted costs and an estimated amount for contingencies and replacements, if any are anticipated, which may arise out of the usual and ordinary operations of the Association and which are not covered by the Reserve Fund and which would be paid out of the Working Capital Reserve Fund. Such budget shall also set forth such reasonable amounts as the Executive Board considers necessary to maintain the Reserve Fund at a level deemed sufficient by the Executive Board and any anticipated expenses to be paid from the Reserve Fund during the fiscal year. The budget shall segregate General Common Expenses and Limited Expenses, if any are anticipated.

(b) Available for Inspection. On or before the next succeeding first day of November (or fifty-five days before the beginning of the fiscal year if the fiscal year is other than the calendar year), the Executive Board shall make the budget available for inspection at the Association office and shall send to the Unit Owner a copy of the budget in a reasonably itemized

form that sets forth the amount of the Common Expenses. Such budget shall constitute the basis for determining each Unit Owners' assessments for General Common Expenses and Limited Expenses, if any, of the Association and shall automatically take effect at the beginning of the fiscal year for which it is adopted, subject to Section 5.8 below.

(c) Reasonable Efforts. The Executive Board shall make reasonable efforts to meet the deadlines set forth above, but compliance with such deadlines shall not be a condition precedent to the effectiveness of any budget.

Section 5.3. Assessment and Payment of Common Expenses.

(a) General Common Expenses. The Executive Board shall calculate the monthly assessments for General Common Expenses against each Unit by dividing (i) the total amount of the estimated funds required for the operation of the Property set forth in the budget adopted by the Executive Board for the fiscal year in question, after deducting any Limited Expenses and income expected to be received from sources other than Common Expense assessments by (ii) the number of Units in the Condominium and dividing (iii) the result by the number of calendar months in such fiscal year. Such assessments, payable in monthly installments, shall be due and payable on the first day of each calendar month and shall be a lien against each Unit Owner's Unit as provided in the Act and the Declaration. Within ninety (90) days after the end of each fiscal year, the Executive Board shall prepare and deliver to each Unit Owner and to each eligible record holder of a first mortgage on a Unit who has registered an address with the Secretary an itemized accounting of Common Expenses and funds received during such fiscal year less expenditures actually incurred and sums paid into reserves. Any net shortage with regard to General Common Expenses, after application of such reserves as the Executive Board may determine, shall be assessed promptly against the Unit Owners in equal shares and shall be payable as a Special Assessment, in such manner as the Executive Board may determine.

(b) Limited Expenses. The Executive Board shall have the right to assess Limited Expenses against Unit Owners pursuant to Section 3.3 of the Declaration. Such amount shall be payable as a Special Assessment, in such manner as the Executive Board may determine.

(c) Reserve Fund. The Executive Board shall build up and maintain a reasonable Reserve Fund for maintenance, repair

and replacement of those Common Elements and Limited Common Elements which are anticipated to require replacement, repair or maintenance on a periodic basis. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year may be charged against the Reserve Fund. If the Reserve Fund is deemed to be inadequate for any reason, including, but not limited to, non-payment of any Unit Owners' assessments, the Executive Board may at any time levy further assessments for General Common Expenses which shall be assessed against the Unit Owners in equal shares and shall be payable as a Special Assessment, in such manner as the Executive Board may determine.

Section 5.4. Further Assessments. The Executive Board shall serve notice on all Unit Owners of any further assessments pursuant to Sections 5.3(a), 5.3(b) or 5.3(c) or otherwise as permitted or required by the Act, the Declaration and these By-Laws by a statement in writing giving the amount and reasons therefor, and such further assessments, unless otherwise specified in the notice, shall become effective with the next Monthly Assessment which is due more than ten (10) days after the delivery of such notice of further assessments. All Unit Owners so assessed shall be obligated to pay the amount of such Monthly Assessments. Such assessments shall be a lien as of the effective date as set forth in the preceding Sections 5.3(a) and 5.3(b).

Section 5.5. Initial Budget. At or prior to the time assessment of Common Expenses commences, the Executive Board shall adopt the budget, as described in this Article, for the period commencing on the date the Executive Board determines that assessments shall begin and ending on the last day of the fiscal year during which such commencement date occurs. Assessment shall be levied and become a lien against the Unit Owners during such period as is provided in Section 5.3 above.

Section 5.6. Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Executive Board to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his allocable share of the Common Expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Unit Owner shall continue to pay each Monthly Assessment at the rate established for the previous fiscal year until the new annual or adjusted budget shall have been adopted.

Section 5.7. Accounts. The Working Capital Fund, the Working Capital Reserve Fund and the Reserve Fund shall be segregated as required by the Declaration. All books and records of the Association shall be kept in accordance with good and accepted accounting practices.

Section 5.8. Rejection of Budget; Limitations on Expenditures and Borrowing. Anything herein to the contrary notwithstanding, the Association, by a vote of more than fifty percent (50%) of all votes in the Association, may reject any budget or capital expenditure approved by the Executive Board, within thirty (30) days after approval by the Executive Board.

Section 5.9. Statement of Common Expenses. The Executive Board shall promptly provide any Unit Owner, contract purchaser or proposed mortgagee so requesting the same in writing with a written statement of all unpaid assessments for Common Expenses and Limited Expenses, if any, due from such Unit Owner. The Executive Board may impose a reasonable charge for the preparation of such statement to cover the cost of its preparation, to the extent permitted by the Act.

ARTICLE 6

REPAIR OR RECONSTRUCTION

Section 6.1. Restoration of Property Out of Common Expense Fund. Damage to or destruction of the Building shall be promptly repaired and restored by the Association in accordance with the provisions of Article 9 of the Declaration and Section 36.1-2.13(h) of the Act. The Executive Board shall be responsible for accomplishing the full repair or reconstruction which shall be paid out of the Common Expense fund. The disbursements of funds for such repair or reconstruction shall, at the option of the Executive Board, be made only as the work progresses upon approval of a qualified architect who shall have furnished a description satisfactory to the Executive Board of the costs involved and the services and materials to be furnished by the contractors, subcontractors and materialmen. Unit owners may apply the proceeds from their individual property insurance policies, if any, to the share of such Common Expense as may be assessed to them. The Executive Board shall be responsible for restoring the Property only to substantially the same condition as it was immediately prior to the damage and each Unit Owner shall personally assume the additional expense of any improvements to his Unit which he desires, to restore it beyond such condition. If any physical changes are made to any restored Unit or the common

Elements, or any combination of them, which renders inaccurate the Plat and Plans which are then of record, the Executive Board shall record amended Plats and Plans showing such changes.

ARTICLE 7

SEPARATE REAL ESTATE TAXES

Section 7.1. Assessments Against Individual Units. In the event that, commencing with the taxable period during which occurs the first conveyance of a Unit to a person other than the Declarant, real estate taxes are not separately assessed against each Unit Owner, but rather are assessed against the Property as a whole, then each Unit Owner (including the Declarant, as to the Unit then owned by it and all portions of the Condominium as to which the Declarant has reserved Development Rights) shall pay his proportionate share thereof.

ARTICLE 8

AMENDMENTS

Section 8.1. General Requirements; Consent of Declarant or Holders of Mortgages; Curative Amendments to By-Laws. Except as otherwise provided in any one or more of these By-Laws, the Declaration or the Act or these By-Laws may be amended by the vote of the Unit Owners entitled to cast a majority of the votes in the Association cast in person or by proxy at a meeting duly held in accordance with the provisions of these By-Laws; provided, however that if such amendment shall make any change which would have a material effect upon any rights, privileges, powers and options of the Declarant, such amendment shall require the joinder of the Declarant; and further provided that no amendment seeking (i) to abandon, partition, subdivide, encumber, sell or transfer any portion of the Common Elements, or (ii) to abandon or terminate the condominium form of ownership of the Property except as otherwise provided in the Declaration, shall be effective without the prior written approval of that certain percentage of Mortgagees as set forth in the Declaration. Notwithstanding any provision herein contained to the contrary, any material amendment to the By-Laws shall require the assent of fifty-one percent (51%) or more of the eligible Mortgagees. Material amendments shall include but not necessarily be, limited to all matters set forth in Section 8.2 of the Declaration. Additionally, if any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or

supplement any provision of these By-Laws that is defective, missing or inconsistent with any other provision hereof, or with the Act or the Declaration, or if such amendment is necessary to conform to the requirements of the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with respect to condominium projects, then at any time and from time to time the Executive Board, acting through the President or any Vice-President, may effect an appropriate corrective amendment without the approval of the Unit Owners or the holders of any liens on all or any part of the Property, upon receipt by the Executive Board of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this sentence. Each amendment of these By-Laws shall be effective when duly recorded. Notwithstanding any provisions herein contained to the contrary, any material amendment to the By-Laws shall require the assent of fifty-one percent (51%) or more of the eligible mortgagees. Material amendments shall include but not necessarily be limited to all matters set forth in Section 8.2 of the Declaration.

Section 8.2. Amendments to the Declaration. The Declaration may be amended pursuant to the provisions of the Act and the Declaration. The President or any Vice-President is empowered to prepare and execute any amendments to the Declaration on behalf of the Association and the Secretary or any Assistant Secretary is empowered to attest, seal with the Association's corporate seal and record any such amendments on behalf of the Association.

ARTICLE 9

GENERAL PROVISIONS

Section 9.1. Mortgagee Registration. The Association shall maintain a list or register of eligible mortgage holders who are mortgagees or mortgage holders who have registered with the Association and who are eligible to receive notices and information provided for the benefit of mortgagees in the Declaration, the Act or these By-Laws and/or entitled to vote on actions and amendments requiring mortgagees' consent. Eligible Mortgagees shall be included ("registered") on such list or register upon receipt by the Association of a written request of such mortgagee which includes the mortgagee's name and address and the number and address of the mortgaged unit.

Section 9.2. Severability. The provisions of these By-Laws shall be deemed independent and severable and the invalidity,

partial invalidity or unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision or portion thereof unless the deletion of such invalid or unenforceable provision shall destroy the uniform plan for development and operation of the condominium project which the Declaration (including the Plats and Plans) and these By-Laws are intended to create.

Section 9.3. Conflicts. The Act and the Declaration shall control in the event of any conflict between the provisions thereof and the provision of these By-Laws. The Act, the Declaration and these By-Laws shall control in the case of any conflict between the provisions thereof and the provisions of the Rules and Regulations.

Section 9.4. Notices. All notices or other communications required or permitted under these By-Laws shall be in writing and shall be deemed to have been given when personally delivered or on the second business day after the day on which mailed by certified mail, return receipt requested, postage prepaid (or otherwise as the Act may permit), (a) if to a Unit Owner at the single address which the Unit Owner shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Unit of such Unit Owner, or (b) if to the Association, the Executive Board or to the managing agent, at the principal office of the Association and to the managing agent or at such other address as shall be designated by notice in writing to the Unit Owners pursuant to this Section. If a Unit is owned by more than one Person, each such Person who so designates a single address in writing the Secretary shall be entitled to receive all notices hereunder.

Section 9.5. Headings. The headings preceding the various Sections of these By-Laws and the Table of Contents are intended solely for the convenience of readers of the By-Laws and in no way define, limit or describe the scope of these By-Laws or the intent of any provision thereof.

Section 9.6. Gender. The use of the masculine gender in these By-Laws 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.

article 10 next page

ARTICLE 10

CORPORATE SEAL

Section 10.1. Seal. The form of the seal of the Association called corporate seal of the Association, shall contain the name of the Association and the date of its incorporation in Rhode Island.

EXHIBIT I
TO DECLARATION OF WHITEHALL FARM CONDOMINIUM
PROPOSED FIRST AMENDMENT TO DECLARATION
OF WHITEHALL FARM CONDOMINIUM
RECORDING OF PHASE----UNITS

Exhibit I

[SPECIMEN]

WHITEHALL FARM CONDOMINIUM
FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM
ADDITION OF PHASE 2

Reference is made to that certain Declaration of Condominium of Whitehall Farm Condominium, dated _____, 1986 and recorded in the Land Evidence Records of the Town of Middletown, Rhode Island on _____, 1986 at _____ .a., Book _____, Page _____ (hereinafter referred to as "Declaration").

Pursuant to Title 34, Chapter 36.1 of the General Laws of Rhode Island, and pursuant to authority reserved to the Declarant by Article 15 of the Declaration according to Section 34-36.1-2.10 of the General Laws, the Declaration is hereby amended as follows:

That parcel of real estate, together with improvements thereon, as more particularly described in Exhibit A appended hereto, said parcel being that portion of the property described in Exhibit D to the Declaration, is hereby submitted as Phase 2 of the Whitehall Farm Condominium and declared to be a part of the Condominium Property as that term is defined in the Declaration.

The Units comprising Phase 2 of the Condominium, situated on said parcel, being _____ in number and numbered _____ through _____, inclusive, are hereby declared to be Units of the Condominium, subject to all of the definitions, descriptions, terms, conditions, easements, restrictions and obligations, as are set forth, with respect to Units of the Condominium, in the Declaration, and in the Articles of Incorporation of the Whitehall Farm Condominium Association, Inc. and the By-Laws and Rules and Regulations of the Association, all as fully and completely as if said Units had been included as part of the Condominium Property at the time of recording the original Declaration.

All of the Units of the Condominium, now comprising _____ Units altogether, shall have, as appurtenant interests, the Percentage Interest shown on Exhibit B appended hereto, and the Common Expenses of the Condominium shall henceforth be apportioned among all Units in accordance with the terms of the Declaration. All Units, Common Elements and Limited Common Elements hereby created shall have the same definition and description of Units, Common Elements and Limited Common Elements as is set forth in Article 3, Article 2, Section 2.2(d) and Article 4, respectively, of the Declaration.

The Units added to the Condominium by the terms of this Amendment, together with the Common Elements and any Limited Common Elements which comprise the parcel hereby submitted, are as shown and described on the plats and plans recorded herewith and described in Exhibit B hereto.

Pursuant to Article 15 of the Declaration, and to Section 34-36.1-2.10(b) of the General Laws, Declarant hereby reserves the right, as to the parcel of land hereby included in the Condominium and described in Exhibit A, to exercise all development rights previously set forth in the Declaration to add Phases 3, 4, 5, and 6 (as the case may be) to the Condominium under the terms and conditions set forth in the Declaration and in the General Laws.

Except as set forth above, the Declaration shall remain in full force and effect as originally executed and recorded.

In all other respects, the Declarant hereby ratifies and reaffirms the terms of the Declaration, as amended, and as hereby amended, and the Declarant further certifies that this Amendment does not materially or adversely affect the rights of any present or future Unit Owner in Whitehall Farm Condominium Phase 1.

IN WITNESS WHEREOF, Whitehall Development Associates Limited Partnership, as the Declarant, has caused this Amendment to be executed on this day of , A.D. 1986.

WHITEHALL DEVELOPMENT ASSOCIATES
LIMITED PARTNERSHIP

By _____
Eric L. McConaghy, General Partner

By _____
Robert McLean, General Partner

CrossLand Properties, Inc.,
General Partner

By _____
Eric L. McConaghy, President

STATE OF

COUNTY OF

In _____ day of _____, in said County, on this _____, A.D. 1986, before me personally 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.

Notary Public

STATE OF

COUNTY OF

In _____ day of _____, in said County, on this _____, A.D. 198, 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.

Notary Public

[SPECIMEN]

WHITEHALL FARM CONDOMINIUM
SECOND (THIRD, ETC.) AMENDMENT TO DECLARATION OF CONDOMINIUM
ADDITION OF PHASE 3 (4, 5 & 6 as appropriate)

Reference is made to that certain Declaration of Condominium of Whitehall Farm Condominium, dated _____, 1986 and recorded in the Land Evidence Records of the Town of Middletown, Rhode Island on _____, 1986 at _____ .m., Book _____, Page _____ (hereinafter referred to as "Declaration"), as amended by instrument dated _____, 19__ and recorded with said Records on _____, 19__ at _____ .m., Book _____, Page _____ (hereinafter referred to as "First Amendment") and as further amended.

Pursuant to Title 34, Chapter 36.1 of the General Laws of Rhode Island, and pursuant to authority reserved to the Declarant by Article 15 of the Declaration according to Section 34-36.1-2.10 of the General Laws, the Declaration is hereby amended as follows:

That parcel of real estate, together with improvements thereon, as more particularly described in Exhibit A appended hereto, said parcel being that portion of the property described in Exhibit D to the Declaration, is hereby submitted as Phase 3 (4, 5 & 6) of the Whitehall Farm Condominium and declared to be a part of the Condominium Property as that term is defined in the Declaration.

The Units comprising Phase 3 (4, 5 & 6) of the Condominium, situated on said parcel, being _____ in number and numbered _____ through _____, inclusive, are hereby declared to be Units of the Condominium, subject to all of the definitions, descriptions, terms, conditions, easements, restrictions and obligations, as are set forth, with respect to Units of the Condominium, in the Declaration, and in the Articles of Incorporation of the Whitehall Farm Condominium Association, Inc. and the By-Laws and Rules and Regulations of the Association, all as fully and completely as if said Units had been included as part of the Condominium Property at the time of recording the original Declaration.

All of the Units of the Condominium, now comprising _____ Units altogether, shall have, as appurtenant interests, the Percentage Interest shown on Exhibit C (D, et seq.) appended hereto, and the Common Expenses of the Condominium shall henceforth be apportioned

among all Units in accordance with the terms of the Declaration. All Units, Common Elements and Limited Common Elements hereby created shall have the same definition and description of Units, Common Elements and Limited Common Elements as is set forth in Article 3; Article 2, Section 2.2(d) and Article 4, respectively, of the Declaration.

The Units added to the Condominium by the terms of this Amendment, together with the Common Elements and any Limited Common Elements which comprise the parcel hereby submitted, are as shown and described on the plats and plans recorded herewith and described in Exhibit C (D, et seq.) hereto.

Pursuant to Article 15 of the Declaration, and to Section 34-36.1-2.10(b) of the General Laws, Declarant hereby reserves the right, as to the parcel of land hereby included in the Condominium and described in Exhibit A to the First Amendment, to exercise all development rights previously set forth in the Declaration to add Phase 4, (5 and 6) to the Condominium under the terms and conditions set forth in the Declaration and in the General Laws.

Except as set forth above, the Declaration shall remain in full force and effect as originally executed and recorded.

In all other respects, the Declarant hereby ratifies and reaffirms the terms of the Declaration, as amended, and as hereby amended, and the Declarant further certifies that this Amendment does not materially or adversely affect the rights of any present or future Unit Owner in Whitehall Farm Condominium Phases 1 through 2.

IN WITNESS WHEREOF, Whitehall Development Associates Limited Partnership, as the Declarant, has caused this Amendment to be executed on this _____ day of _____, A.D. 1986.

WHITEHALL DEVELOPMENT ASSOCIATES
LIMITED PARTNERSHIP

By _____
Eric L. McConaghy, General Partner

By _____
Robert McLean, General Partner

CrossLand Properties, Inc.,
General Partner

By _____
Eric L. McConaghy, President

STATE OF

COUNTY OF

In _____, in said County, on this _____ day of _____, A.D. 1986, before me personally 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.

Notary Public

STATE OF

COUNTY OF

In _____, in said County, on this _____ day of _____, A.D. 198, 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.

Notary Public