

NOTE: The official copy is located in South Kingstown Town Hall. An unofficial copy may be obtained at Kinko's in the Emporium near URI for a modest fee.

FIRST AMENDMENT

TO

THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, CHARGES AND LIENS FOR TEFFT HILL FARM HOMEOWNERS ASSOCIATION

Pursuant to the provisions of Section 13.2 of THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, CHARGES AND LIENS FOR TEFFT HILL FARM HOMEOWNERS ASSOCIATION (the "Declaration"), recorded in Book 350 at Page 392 in the Land Evidence Records of the Town of South Kingstown, county of Washington, State of Rhode Island, the Secretary of Tefft Hill Farm Homeowners Association, hereby amends the Declaration as follows:

1. The "Index to Declaration of Covenants, Conditions, Restrictions, Charges and Liens for Tefft Hill Farm Homeowners Association" is amended as follows:

1. The pages are numbered to read as "i", "ii", "iii", and "iv".
2. Section 2.5. shall read as "2.5. Owner's Right to Ingress, Egress and Support."
3. Section 2.19. shall read as "2.19. Proposed Water Tower Lot."
4. Article VII shall read as "Article VII Annexation of Additional Property."
5. Section 7.2. shall read as "7.2. Annexation With Approval of Class "A" Membership."
6. Section 9.4. shall read as "9.4. Maximum Annual General Assessments."

2. Section 1.16. of the Declaration is amended to read as follows:

"Section 1.16. "Plat" or "Plats" shall mean that certain plat entitled "Final Plat of Tefft Hill Farm Location South Road South Kingstown, RI Owned by Chestnut Hill Associates" consisting of 26 sheets and recorded on January 3, 1989 at 2:30 PM in the Land Evidence Records of the Town of South Kingstown and shall also mean any other additional plats of Tefft Hill Farm endorsed as final Plats by the Planning Board of the Town of South Kingstown and recorded in the Land Evidence Records of the Town South Kingstown."

3. Section 2.6 is amended to read as follows:

"Section 2.6. Use of Lots. Except as may be otherwise expressly provided in this Declaration, each Lot shall be used for residential purposes only as a residence for a single family related by blood, adoption, or marriage or by no more than two (2) unrelated persons. No trade or business of any kind may be conducted on the Lot. Lease or rental of a Lot or any building thereon for residential purposes shall not be considered to be a violation of this covenant, so long as the lease is in compliance with reasonable rules and regulations as the Board of Directors may promulgate. Any leasee or tenant shall in all respects be subject to the terms and conditions of this Declaration, the Bylaws, and the rules and regulations adopted hereunder.

Without prior written consent of the Association's Board of Directors, nothing shall be done or kept on any Lot or on the General Common Area or any part thereof to increase the rate of insurance on the Properties or any part thereof over what the Association, but for such activity, would pay. Noxious, destructive, or offensive activity, or any activity constituting an unreasonable source of annoyance, shall not be conducted on any Lot or on the General Common Area or any part thereof, and the Association shall have standing to initiate legal proceedings to abate such activity. Each Owner shall refrain from any act or use of his or her Lot which could reasonably cause embarrassment, discomfort, or annoyance to other Owners, and the Board of Directors shall have the power to

make and to enforce reasonable rules and regulations in furtherance of this provision.”

4. Section 2.11. of the Declaration is amended to read as follows:

2.11. Storage and Parking. There shall be no outside storage or parking upon any Lot of any commercial vehicle, truck (except pick-ups), tractor, mobile home or trailer (either with or without wheels), camper, camper trailer, boat or other watercraft, boat trailer, snowmobile, recreational vehicles or any other transportation device of any kind, except passenger cars. No owners or tenants shall repair or restore any vehicle of any kind upon any Lot or General Common Area, except within a garage or except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. No garage may be altered in such a manner that the number of automobiles which may reasonably be parked therein after the alteration is less than the number of automobiles that could have been reasonably parked in the garage as originally constructed. The Board of Directors may provided for an area in the General Common Area in which vehicles and boats may be parked or stored in accordance with the rules and regulations promulgated by the Board of Directors.”

5. In Section 2.19. of the Declaration, Line six (6), the word “fro” is corrected to read as “for”.

6. In Section 9.10. of the Declaration, Line one (1), the word “Captial” is corrected to read as “Capital”.

7. The first sentence of the first paragraph of Section 1.2. Definitions, on page B-1 of the By-Laws is amended to read as follows:

“1.2. Definitions. Insofar as the terms used in these By-Laws are defined in the said Declaration, they shall have the same meaning provided for therein, unless otherwise stated or unless the context demands otherwise.”

8. The last sentence of Section 2.2. Purpose, on page B-2 of the By-Laws is amended to read as follows:

“Except as to those matters which the Declaration or the By-Laws specifically require to be performed by the vote of the Association, the foregoing responsibility shall be performed by the Board of Directors as more particularly set forth in the By-Laws.”

9. In Section 3.5. of the By-Laws Line three (3), the word “Baord” is corrected to read as “Board”.

10. In Section 3.6. of the By-Laws, the next to last paragraph is amended to read as follows:

“ ‘Majority Vote’ means more than Fifty (50%) Percent of the total vote present and entitled to vote at any meeting, in person or by proxy.”

11. In Section 3.8. (c) of the By-Laws, Line three (3), the word “withdrawel” is corrected to read as “withdrawal..”

12. In Section 4.18. of the By-Laws, Line eighteen (18), the reference to “Section 4.17” is corrected to read as “Section 4.18.”

13. In Section 17 of the Rules and Regulations for Tefft Hill Farm Homeowners Association attached as Schedule A to the By-Laws, Line eight (8), the word “ordiances” is corrected to read as “ordinances.”

IN WITNESS WHEREOF, THE UNDERSIGNED Secretary has executed this Declaration this 30th day of May, 1989.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:
Archibald Kenyon

TEFFT HILL FARM HOMEOWNERS ASSOCIATION
Lawrence LeBlanc

STATE OF RHODE ISLAND
COUNTY OF WASHINGTON

In South Kingstown on the 30th day of May, 1989, before me personally appeared Lawrence C. LeBlanc, General Partner of Chestnut Hill Associates, to me known and known by me to be the party executing the foregoing instrument, and he

acknowledged said instrument, by him executed, to be his free act and deed individually and in his said capacity, and the free act and deed of said Chestnut Hill Associates.

Archibald Kenyon
Notary Public