

**DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
GOVERNING SUBDIVISION OF LAND OF
SAKONNET BLUFFS, LLC**

KNOW ALL BY THESE PRESENTS:

THAT WHEREAS, SAKONNET BLUFFS, LLC, hereinafter referred to as "DEVELOPER", a Rhode Island Limited Liability Company with a principal place of business in the Town of Middletown, County of Newport, State of Rhode Island, is the owner of a certain tract or parcel of land situated in the said Town of Portsmouth, and being all those premises conveyed to the said DEVELOPER in that certain deed of Rhode Island Nurseries, Inc. and recorded in the Land Evidence Records of the Town of Portsmouth in Volume 1847 at Page 99; said premises are further described as a portion of Lot No. 5 on Map 59 of the Portsmouth Tax Assessor's Maps as presently constituted; and

WHEREAS, the DEVELOPER desires to impose certain covenants and restrictions upon the property for the benefit of the present and future owners of the same;

NOW, THEREFORE, DEVELOPER, for itself, its successors and assigns, does hereby declare and make the following limitations, uses, restrictions and covenants to which the lots of land designated on the hereinafter mentioned plat, owned by the DEVELOPER, shall be subject; and the uses to which the same may be put; hereby specifying that these declared limitations, restrictions, covenants and uses shall be construed as covenants running with the land and designated on said hereinafter identified plat now owned by DEVELOPER and shall be binding upon the DEVELOPER and all persons, firms, corporations or other entities claiming under it, and be for the benefit and limitation of all future owners of lots of land as shown on said hereinafter mentioned

plat until the 26th day of July 2048; and all sales, leases and the use of lots in said subdivision shall be expressly made subject to said limitations, restrictions, uses and covenants;

Said covenants and restrictions shall at the expiration of said period ending the 26th day of July 2048, be automatically extended for successive periods of ten (10) years each unless by vote of two thirds of the then owners of the lots when the vote is taken, it is agreed to change or terminate said covenants or restrictions in whole or in part; one vote to be allotted for each lot. In determining the owners of the lots, institutions or individuals holding mortgages or tax lien holders shall not be counted. Owners of lots shall be solely those persons in whom title is vested by Deed or otherwise. Lots that are merged or re-subdivided are addressed in the adopted Bylaws of the Association.

These limitations, covenants and restrictions shall hereinafter be referred to as covenants and restrictions.

It is recognized that in order to properly enforce the use, occupancy and design restrictions set forth herein, that a Home Owners Association is required and the "Sakonnet Bluffs Homeowners Association, Inc." has been formed and proper Bylaws governing its operation have been adopted.

To insure the performance of the terms and conditions of these Restrictions, the DEVELOPER, until it no longer owns any lots in Sakonnet Bluffs Subdivision, and thereafter, the Home Owner's Association, its successors and assigns may enforce the terms and conditions of these covenants and restrictions and shall determine the terms and conditions, concerning the use, lease and maintenance of the land and improvements subject to these Restrictions.

To the extent that funds are needed to be used to maintain, repair and repair any common areas, drainage facilities that serve the subdivision, sediment ponds, the Storm Water Management System described in another Declaration for this subdivision and recorded herewith, the private road, gates, open space areas, and water lines under or alongside the private road, (including any obligations as determined by the Portsmouth Water and Fire District incidental to its easement to provide water to and through the common areas) said funds to be raised will be determined at the annual meeting of the Home Owner's Association or any special meeting deemed necessary for such. The Owners of lots will be assessed an assessment based on an annual budget adopted by the Home Owner's Association at its annual meeting. Said assessment shall contemplate the annual expenses for said maintenance and any other appropriate common expense as determined by the Home Owner's Association, including any special assessments. The Association may determine the schedule of payments to be made on a monthly, quarterly or yearly basis. No special assessments shall be made until DEVELOPER has sold fifty (50%) percent of the Lots in the subdivision, (7 Lots), or two (2) years after the Sakonnet Bluffs plat has been recorded.

Access to the subdivision by the Town of Portsmouth law enforcement, Portsmouth Water and Fire District and fire safety vehicles and personnel shall be permitted at all times and satisfactory arrangements shall be arranged by the DEVELOPER, initially, and maintained by the Home Owner's Association, thereafter, with said agencies of said Town and Fire District for such access. Said access will also be maintained with said Town and Fire District for purposes of ensuring compliance with water quality and water conservation measures as may have been required by the Planning Boards and Fire District.

In case of any violation or attempt to violate any of the covenants and restrictions herein set forth, it shall be lawful for any person or persons, firm or corporation owning or otherwise having an interest in any real property situated in said development or subdivision, hereinafter identified, to institute and prosecute any proceedings at law or in equity against the person or persons, firms or corporations violating or attempting to violate any such covenants or restrictions, and either to prevent him, them or it from so doing or to recover monetary damages for such violation.

Invalidation of any of the provisions of this Declaration of Covenants and Restrictions by court decision or decree shall in no way affect any of the other provisions, which shall remain in full force and effect.

These covenants and restrictions as to the use of said land shall apply to that real estate owned by SAKONNET BLUFFS, LLC, which is delineated on that plat of land or any revision thereof entitled: "PROJECT TITLE: "PLAT OF LOTS FINAL PLAN SUBDIVISION OF LAND "SAKONNET BLUFFS" OWNER/APPLICANT SAKONNET BLUFFS LLC 736 EAST MAIN ROAD MIDDLETOWN, RI PROJECT LOCATION: A PORTION OF AP 59 LOT 5 PORTSMOUTH, RI" by John Braga & Associates, Inc., Date 02/25/2011 with revisions, which plan was stamped by the Planning Board on February 22, 2018 and recorded in the Land Evidence Records on February 22, 2018 as Plan #1755 to 1757 inclusive.

Specific covenants and restrictions are as follows:

1. Land Use and Building Type No lot shall be used except residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than a one family dwelling. Permission may be granted by the DEVELOPER or the Architectural Control Committee as hereinafter provided, for any lot owner to have one apartment within the dwelling so long as the

same is part of the residential house to be constructed, and that the two shall share a common entrance, provided further that the same is absolutely limited to occupancy by members of the immediate family of the homeowner, and that the same meets the zoning regulations of the Town of Portsmouth. The short term rental of homes and use of the property as daily, weekly or monthly vacation rentals is not permitted. No rental of a home in the subdivision shall be for a term of less than three (3) months.

2. Architectural Control For the purpose of ensuring the development of the land so subdivided as an area of high standards, DEVELOPER reserves the power to control the design of the buildings and structures, (including mail boxes) as well as other improvements and landscaping placed on each lot, and to make exceptions to these covenants and restrictions as DEVELOPER or the Architectural Control Committee as hereinafter described shall deem necessary and proper. DEVELOPER further reserves the power to control the location of buildings and structures as well as other improvements and landscaping on a lot as DEVELOPER or the Architectural Committee as hereinafter described shall deem necessary and proper.

Whether or not a provision is specifically stated in any conveyance of a lot made by the DEVELOPER, the owner of or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no erection of any building shall be initiated and no building or portion thereof shall be erected, placed, altered or reconstructed on any lot until the construction plans and specifications, have been approved in writing by the DEVELOPER, or the Architectural Control Committee, as to quality of workmanship, design of the exterior, materials, location with respect to topography and property lines, finish grade elevations, water supply, sewage disposal and landscaping. Said plans and specifications shall conform to the Design

Standards set forth in these covenants, but refusal to approve any plans or specifications or a part thereof by the DEVELOPER or the Architectural Control Committee, may be based upon any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the DEVELOPER or the Architectural Control Committee, shall deem sufficient. While prospective lot owners are encouraged to obtain approval of their building and landscaping plans prior to the purchasing of a lot, nothing contained herein shall prohibit the acquisition of a lot without said approval. The construction, erection or placement of any building, structure, landscaping or portion thereof, upon any lot, shall be done in strict accordance with the plans and specifications so approved. No subsequent changes or alterations to the building, structures, or site improvements may be made without like approval.

Work must be commenced on the proposed structure within two years of the date of such approval. If said work is not commenced within said two year, said approval shall be void and a new application must be made or DEVELOPER may renew the prior approval. All construction, including driveways, walkways and landscaping, on each lot must be completed within twenty-four (24) months after the date of issuance of a Building Permit by the Building Official of the Town of Portsmouth.

In the event the DEVELOPER fails to approve or disapprove within sixty (60) days after such plans and specifications have been submitted to it, or in any event no suit to enjoin the construction has been commenced prior to the completion thereof, (as determined by the issuance of a certificate of occupancy by the Town of Portsmouth), approval shall not be required, and the covenants and restrictions shall be deemed to have been fully complied with insofar as this section is concerned.

3. Architectural Control Committee Subject to the reservation of rights to the DEVELOPER, if and when the DEVELOPER, its successors and assigns, ceases to own any of the said land subject to these covenants and restrictions, such approval as hereinbefore set out must be obtained from an Architectural Control Committee composed of three (3) owners of lots of land, said committee to be initially appointed by the DEVELOPER prior to said DEVELOPER alienating all of its land in said plat. The DEVELOPER shall also have the right to appoint such a committee to control architecture at any time prior to its conveyance of all lots located in said plat. Upon the appointment of the Architectural Control Committee by the DEVELOPER, or in the event the DEVELOPER owns no land in the subject plat and has failed to appoint a successor committee, then said committee shall be elected annually by a majority of the lot owners then owning lots in said plat. In the event this last clause becomes operative, a majority of said committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor for the unexpired term. At any time the then record owners of a majority of the lots shall have the power to change the membership of the committee and to withdraw from the committee or restore to it any of its powers and duties. NOTWITHSTANDING the above, in the event the Homeowner Association is not formed or there is otherwise no Architectural Control Committee, DEVELOPER expressly reserves the right to grant all approvals or waivers described in these restrictions after it has conveyed all of the lots in the subdivision.

4. Design Standards

A. Dwelling Size - The living area of any house to be constructed on any lot shall be not less than 3,000 square feet. Raised Ranch and Split-Level Style Homes are prohibited.

Modular homes are prohibited. Prefabricated homes must be approved in writing. Contemporary and Modern Style Homes shall be reviewed for compliance with this section on an individual basis. Living area shall mean the finished, heated, habitable floor area of the main structure, exclusive of basements, attics, open porches, breezeways and garages. New England style homes and Coastal shingle style homes are encouraged.

B. Garages - Each residential dwelling unit shall have a private, attached garage constructed for not less than two (2) and not more than four (4) cars. Detached garages may be allowed upon approval by the DEVELOPER or Architectural Control Committee. Garages may be attached to houses by breezeways.

C. Roofs - The roof pitch on any structure shall have a minimum rise of seven (7") inches to each foot of rafter run, except that the upper leg of Queen Anne or Gambrel Style structures may have a rise of 4 1/2" per foot of rafter run. The roof shingles of Colonial style homes such as Garrisons, Capes, Queen Anne's, and Salt Boxes shall be of wood, slate, or wood-simulated architectural asphalt/fiberglass such as "Timberline" or "Elk Prestiques".

D. Chimneys - Chimneys constructed within the frame of the dwelling shall have a minimum waist measurement of eight (8) feet at the ridge and chimneys constructed outside of the house frame shall have a minimum waist measurement of eight (8) feet at the ridge. No chimney measurement (width or depth) at the ridge shall be less than twenty-four (24") inches and all chimneys shall rise a minimum of thirty-six (36") inches above the roof ridge. Chimney exteriors must be of brick, stone or simulated stone. No wooden structures encasing chimneys are permitted, whether the chimneys are constructed within the frame of the dwelling or located on the exterior of the dwelling.

E. Exterior Siding - The use of red and white cedar shingles and redwood clapboard, brick or stone is encouraged. The use of vinyl or metal siding, as well as wood or composite sidings such as Texture 1-11 plywood and Masonite is prohibited. Architectural wood simulated composite materials or stucco may be approved by the DEVELOPER or Architectural Control Committee.

F. Exterior Trim - All exterior trim shall be of redwood, poplar, or pine (#2 or better) except that soffits may be of A.C. plywood. No framing lumber of any type whether kiln-dried or not, or plywood, except as hereinbefore stated, shall be used. Composite wood simulated trim may be approved by the DEVELOPER or Architectural Control Committee.

G. Colors - Only stains which give the appearance of naturally weathered wood may be used on white cedar shingles. The use of overly bright or deep greens, blues, reds, or blacks shall be limited to accent features such as doors, entrances and shutters. Colors such as pink, lime green or pale blue are specifically prohibited. For guideline purposes, the use of paint charts labeled "Colonial" or "Historical" should be used when selecting paints and stains.

H. Driveways - All driveways shall have a finish coating of asphalt, concrete, macadam, bluestone or redstone and oil over asphalt. No loosely laid stone or gravel of any type shall be used as a finish surface for any driveway absent specific approval from the DEVELOPER or Architectural Control Committee. Driveways shall be maintained and kept in proper condition. Pavers may be approved by the DEVELOPER or Architectural Control Committee.

I. Fences – All fences shall be approved by the DEVELOPER or Architectural Control Committee as to height, location, construction materials and style. The height of any fence shall not exceed six (6') feet.

J. Air Conditioners – Window room air conditioners are prohibited.

5. Nuisances No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance in the neighborhood. No profession, trade, business or commercial enterprise of whatsoever nature may be conducted or operated on the granted premises. Nothing herein is intended to prevent a home office which is not visible from the neighborhood. The use of dirt bikes, snowmobiles, All Terrain Vehicles (ATV's), and the like are expressly prohibited.

6. Temporary and Service Structures No structure of a temporary character, mobile house, trailer, camper, tent, shack, shall be used, placed, erected or constructed on any lot at any time, either temporarily or permanently.

7. Outbuilding and Accessories No Outbuildings of any description shall be erected or placed upon any lot, absent the approval of the DEVELOPER or Architectural Control Committee as to size, placement, etc., provided however, that uses accessory to the residence such as a greenhouse, pergola, sheds, or arbor may be permitted with approval of the DEVELOPER or Architectural Control Committee. Propane fuel tanks larger than Two Hundred Fifty (250) gallons must be buried underground and not visible.

8. Parking No commercial truck, commercial vehicle or unregistered vehicle of any type shall be parked continuously on any of the streets or ways on said plat or on any of the lots, except in a garage or concealed. The parking of such for more than six (6) hours in a twenty-four (24) hour period shall considered continuous parking.

9. Boats, Campers & Recreational Vehicles No boat, camper or other recreational vehicle (RV) shall be kept on the premises unless the same is small enough to be kept in a garage or basement and is so kept.

10. Garbage & Refuse No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers and in an enclosed location inaccessible to animals and not visible from the street or abutting properties. Burning of trash or leaves is not permitted on any Lot.

11. Landscaping Subject to any regulations regarding the Rhode Island Coastal Resources Management Council ("CRMC") for Lots with Coastal features or Coastal buffers, the owner of any lot of land upon which a dwelling is constructed shall cause said lot to be seeded and suitably planted with grass, shrubs or trees, excepting however, such part of the lot to be used for driveways, patios, parking areas, or walks. Each lot owner shall thereafter maintain the lawn and grounds in a neat and orderly fashion including mowing grass and trimming hedges and shrubs. No planting within twenty-five (25') feet of a residential building ("Perimeter") shall exceed the height of the peak of the structure. Plantings outside the Perimeter shall be limited to six (6') feet in height. The DEVELOPER and the Architectural Control Committee shall have the right to approve landscaping plans and trees which exceed this height after considering the view of the other lot owners in the subdivision. Landscaping plans shall be submitted to the DEVELOPER and or Architectural Control Committee with the house plans at the time of approval. When submitting landscaping plans to the Developer/Architectural Control Committee, Lot owners should be aware the Developer/ Architectural Control Committee as a guideline will be looking for landscaping to cover thirty (30%) percent or 15,000 square feet, (whichever is less) of the Lot's area, (excluding

the square footage of the area within the coastal buffer, the foot print of any house, pool and accessory building(s) and the driveway footprint) and to be covered with plant material such as trees, shrubs, and/ or flowers. The intent is to ensure the mature look that Developer intends to create as well as to maintain the value and quality of the community.

Vacant lots shall be maintained and the property mowed at least four (4) times per growing season such that the height of the growth shall not exceed six (6") inches. This statement does not apply to bushes and trees on the Lot and does not apply to areas within the coastal buffer which will be regulated by the CRMC.

12. Stone Walls The existing stone walls on any property shall not be altered, removed, or diminished in any way without permission of the DEVELOPER or the Architectural Control Committee. Construction of stone walls and use of stone in landscaping shall be approved by the DEVELOPER or Architectural Control Committee

13. Swimming Pools, Tennis Courts Swimming pools and tennis courts shall be permitted with approval of the DEVELOPER or the Architectural Control Committee, as the case may be, with regard to its size, location, type of enclosure and screening to be used. No above ground pools shall be permitted. Pools enclosed within decks may be permitted. Enclosures shall conform to the Portsmouth Zoning Ordinance.

14. Lawn Ornaments/Outside Clotheslines No lawn ornaments, topiaries, statues, fountains or outside clotheslines shall be built or placed upon any lot unless the same shall be fully screened from public view. The drying of clothes outdoors is prohibited.

15. Antennas Installation of an antenna on the exterior elevation of the main structure on any lot will be limited to a single, conventional antenna for television and radio reception. No

other type of aerial device including, but not limited to, ham radio towers, TV Disc antennas or windmill type apparatus shall be built or placed upon any structure or lot. Notwithstanding the above, the DEVELOPER or Architectural Control Committee may approve "Dish" antennas with a diameter of less than or equal to 24 inches. Wind turbines are not permitted.

16. Signs No sign of any kind shall be displayed to the public view on any lot except one sign of not more than six (6) square feet advertising the property for sale or rent, or sign used by a builder to advertise the property during the construction of sale period, which sign is not to exceed six (6) square feet in area. The period of sale and construction shall not exceed nine (9) months for each lot, absent approval of the DEVELOPER or Architectural Control Committee.

17. Animals No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that up to two (2) domestic pets (dogs and/or cats) may be so kept, provided they are not kept, bred or maintained for any commercial purpose. No kennels or "dog houses" shall be constructed or maintained on the premises. The use of runs or visible pens for the continuous confinement or restraint of pets is prohibited. All lot owners shall keep said animals confined on their lots as per the appropriate leash laws of the Town of Portsmouth. All lot owners shall prevent their animals from becoming a nuisance due to excessive noise or barking.

18. Water Supply and Sewage Disposal All lots in said plat shall utilize the public drinking water supply, but any lot owner may install an individual water supply system for landscaping, etc., but the same can only be installed with written approval of the DEVELOPER or Architectural Control Committee regarding location so as not to interfere with any neighboring septic system. No spite wells may be installed to limit or prevent a neighbor's ability to obtain an approved onsite waste water treatment system. All sewage disposal systems shall be designed,

located, constructed and maintained in a safe and sanitary manner in accordance with the Rules and Regulations of the Department of Environmental Management. Notwithstanding the above, the DEVELOPER or Architectural Control Committee may waive any requirements herein in the event public drinking water is unavailable and after the impact on the abutting lots in this subdivision is reviewed.

19. Obligation to Repair and Rebuild Each owner shall, at their sole cost and expense, maintain and repair his residence, driveway and landscaping and keep the same in a condition comparable to the condition of such residence at the time of its completion, excepting normal wear and tear thereon. If all or any portion of a residence is damaged or destroyed by fire or other casualty it shall be the duty of the owner thereof with due diligence to rebuild, repair or reconstruct such residence in a manner which will substantially restore it in appearance and to the same condition as immediately prior to the casualty or to such other appearance conforming to the architectural standards herein as approved by the DEVELOPER or Architectural Control Committee. All such work shall be commenced within six (6) months of a casualty and the owner shall diligently work to complete the same within a reasonable period not to exceed twenty-four (24) months.

20. Restrictions During Construction During the period of construction, the lot owner shall be responsible for keeping the property free of debris or rubbish and for clearing such debris blown on or otherwise deposited on abutting properties or roadways. Portable and temporary toilet facilities and "Port-a-Johns" shall be located during construction so as not to be a nuisance to any other lot owners. If such debris is not removed, the DEVELOPER or an Architectural Control Committee shall have the right to arrange for the removal of such debris at the owners' expense and

by placing a lien against the property. Such lien shall be perfected by placing a notice of the same in the Land Evidence Records of the Town of Portsmouth.

Work on any structure during construction may not begin before 7:00 A.M. and shall end no later than 6:00 P.M. The operation of heavy equipment may not begin before 7:30 A.M. and shall end no later than 5:00 P.M. All work, except for painting and work performed on the inside of the structure, is prohibited on Sundays.

Work vehicles, equipment, delivery trucks, cement trucks, dump trucks, excavators, back hos and other commercial vehicles or equipment used for the construction of any home shall be restricted to Vanderbilt Drive and not the Private Road.

21. Obligation to DEVELOPER Should the Owner of any lot, their Agent or Invitees cause damage to any of the improvements being installed by the DEVELOPER, then the same shall be repaired or replaced by the DEVELOPER at the Owners' expense if not immediately repaired or replaced by Owner, and by placing a lien against the property. Such lien shall be perfected by placing a notice of the same in the Land Evidence Records of the Town of Portsmouth.

22. Occupancy No residence shall be occupied until the structure is substantially completed. Substantial completion shall include, but not be limited to: finish grading of the entire lot; removal of all rubbish and debris; installation of at least the base coat of asphalt in the driveway; completion of all walkways, porches, steps and decks; installation of all exterior siding, trim, windows and doors (except storm windows and doors if any); the application of the finish coat of exterior paint and/or stain; and the receipt of a certificate of occupancy from the Town of Portsmouth.

23. Reservations to DEVELOPER

A. The DEVELOPER reserves the sole right, either upon its own or upon the application by any utility company, providing water, sewer, electric, cable, telephone, natural gas or other similar service to the property to waive any and all conditions, covenants, restrictions and reservations contained herein to allow construction of any necessary facility to provide such service in whole or in part to the property or any other property of the owner or other person. This section is not intended to mean the DEVELOPER can convey an easement over a previously sold Lot.

B. The DEVELOPER reserves the right to change, alter or amend the subject plan of subdivision, providing said change, alteration or amendment conforms to the zoning and planning ordinances of the Town of Portsmouth but no such alteration shall materially change the configuration of the road.

24. Right to Farm Disclosure All purchasers of the lots within the subdivision understand and agree that land owners adjacent to the subdivision actively farm their land. Such farm and activities include spraying and crop dusting, utilization of heavy equipment, cultivation, planting and harvesting of crops, baling of hay and harvesting and otherwise managing farm resources. All lot owners in the subdivision understand and agree that such farm activities can create, without limitation, noise, dust, allergens, odors and all subdivision lot owners hereby waive rights to protest or take any other action that would in any way inhibit the subdivisions adjacent land owners from engaging in farm activities. All subdivision lot owners further understand and agree that adjacent lot owners may take whatever action is necessary to maintain their farm activities. Lot #6 has an additional easement/right of way contained within the drainage easement shown on the subdivision plan that provides limited access for farming activities. Nothing herein is interpreted to

restrict a Lot owner from insuring any local farmer is adhering to regularly accepted farming practices.

25. Water line along or under Private Road A water line easement benefitting the Portsmouth Water and Fire District will be in place for the looping of a water within the subdivision from the public portion of the public road and then running along or under the Private Road to Frank Coelho Road that runs to Glen Road. The easement provides the right to the Portsmouth Water and Fire District to maintain and replace the line. Should it be necessary to dig up or excavate the Private Road or Open Space Area to access this water line, the Lot owners understand and agree that they are responsible through a common Association expense, as defined above, to repair and replace any asphalt or other material to cover the excavation as the Portsmouth Water and Fire District shall not be responsible for replacing any pavement or top coating nor will it be responsible for the disturbance of any plantings or structures on top of the water line. The lot owners also understand and agree that by separate document, the Rhode Island Nurseries, Inc. has reserved, *inter alia*, the right to use the Private Road and the right to grant additional water line easements and other rights to abutters to the Private Road. Any excavation of the Private Road within the Subdivision resulting for a request by an owner outside the Subdivision shall be repaired and restored at the expense of the party requesting or requiring same to the same standards as if they were a member of the Homeowners' Association of the Home owners.

IN WITNESS WHEREOF the said SAKONNET BLUFFS, LLC, has caused its seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by its president this 26th day of July, A.D., 2018

In Presence of:

SAKONNET BLUFFS, LLC

[Signature]

By: [Signature]
Bruce A. Vanicek
Member



STATE OF RHODE ISLAND
COUNTY OF NEWPORT

In Portsmouth, said County and State, on this 26th day of July, A.D., 2018, then personally appeared before me the above named Bruce A. Vanicek, to me known and known by me to be the Authorized Member of said SAKONNET BLUFFS, LLC and known by me to be the party executing the foregoing instrument, and he acknowledged said instrument by him executed to be his own free act and deed, individually and as Authorized Member of SAKONNET BLUFFS, LLC, and the free act and deed of said SAKONNET BLUFFS, LLC.

[Signature]
NOTARY PUBLIC
My Commission Expires:

RECEIVED
PORTSMOUTH, RI
Jul 30, 2018 12:41P
JENNIFER M. WEST
TOWN CLERK