



Doc ID: 231160010016001
04/26/2023 14:27
BK 1635 PG 134-134
Town of East Greenwich

DEED OF EASEMENT FOR DRAINAGE


G S A PROPERTIES, LLC, a Rhode Island Limited Liability Company (hereinafter referred to as "Grantor"), of 50 Niantic Avenue, Providence, RI 02907, owner of a parcel of land situated in the Town of East Greenwich, County of Kent, State of Rhode Island, located on the terminus of Tipping Rock Drive and the terminus of Princess Pine Drive, for good and valuable consideration, the receipt of which is hereby acknowledged grants to the Town of East Greenwich, a Municipal Corporation and the Highland Woods Homeowner's Association (hereinafter collectively referred to as "Grantees"), a non-exclusive Easement described below for the Maintenance and repair of certain drainage structures within the Drainage Easements of the Highland Woods Subdivision. Said Easement shall be for ingress and egress by foot or machinery, including excavators and other equipment used for maintenance, and repair and all other necessary purposes that the Town of East Greenwich and the Highland Woods Homeowner's Association may require over through and under the following described property.

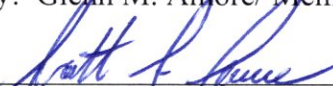
Drainage Easement A, B1 and B2 on those certain Record Lots 5, 8, and 9 on that certain "Record Plan - Phase 1, Highland Woods, Assessor's Map 7, Plat 19 Lots 12 & 156, East Greenwich, RI 02818 Owner and Applicant G S A PROPERTIES, LLC prepared by DiPrete Engineering Dated 12-14-2022, Revised 01-18-2023 Scale 1" = 100' Michael E. Gavitt PLS", as recorded in the East Greenwich Land Evidence Records as Plan 1016 on April 25, 2023 at 9:51 A.M..

Grantor reserves the right to use said Easement for any purpose consistent with East Greenwich Planning Commission Subdivision Approval for Highland Woods.

IN WITNESS WHEREOF, the Grantors herein have hereunto set their hand and seal on this 26th day of April 2023.

G S A Properties, LLC

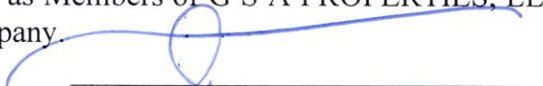

By: Glenn M. Amore/ Member


By: Scott S. Amore/ Member

STATE OF RHODE ISLAND
COUNTY OF WASHINGTON

In North Kingstown on the 26th day of April, 2023 before me personally appeared Glenn M. Amore and Scott S. Amore, individually and in their capacity as the Members of G S A PROPERTIES, LLC to me known and known by me, personally to be the Parties executing the foregoing instrument, and they acknowledged said instrument, by them executed, to be their free act and deed individually and in their capacity as Members of G S A PROPERTIES, LLC, and the free act and deed of the Limited Liability Company.




Notary Public: JOHN J. KUPA, JR.
My Commission Expires: 6-18-25



Doc ID: 231160010016002
04/26/2023 14:27
BK 1635 PG 135-135
Town of East Greenwich

DEED OF EASEMENT FOR SUBDIVISION SIGN

G S A PROPERTIES, LLC, a Rhode Island Limited Liability Company (hereinafter referred to as "Grantor"), of 50 Niantic Avenue, Providence, RI 02907, Owner of a parcel of land situated in the Town of East Greenwich, County of Kent, State of Rhode Island, located on the terminus of Tipping Rock Drive and the terminus of Princess Pine Drive, for good and valuable consideration the receipt of which is hereby acknowledged grants to the HIGHLAND WOODS HOMEOWNER'S ASSOCIATION, (hereinafter referred to as "Grantee"), a non-exclusive easement described below for the benefit of the Grantee, which shall remain in perpetuity and shall run with the land. This Easement shall entitle the Grantee to have and maintain a subdivision sign as shown on record lots 1 and 5 on that certain "Record Plan - Phase 1 Highland Woods Assessors Map 7 Plat 19 Lots 12 and 156 East Greenwich, RI 02818 Owner and Applicant G S A PROPERTIES, LLC prepared by DiPrete Engineering Dated 12-14-2022, Revised 01-18-2023 Scale 1" = 100' Michael E. Gavitt PLS" shown on the Record Plat as Sign Easement A and Sign Easement B, as recorded in the East Greenwich Land Evidence Records as Plan Number 1016 on April 25, 2023 at 9:51 A.M.

IN WITNESS WHEREOF, the Grantors herein have hereunto set their hand and seal on this 26th day of April 2023.

G S A Properties, LLC

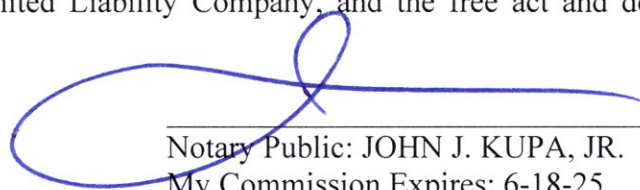

By: Glenn M. Amore/ Member


By: Scott S. Amore/ Member

STATE OF RHODE ISLAND
COUNTY OF WASHINGTON

In North Kingstown on the 26th day of April 2023 personally appeared Glenn M. Amore and Scott S. Amore, individually and in their capacity as the Sole Members of G S A PROPERTIES, LLC to me known and known by me to be the Parties executing the foregoing instrument, and they acknowledged said instrument, by them executed, to be their free act and deed individually and in their capacity as Members of the Limited Liability Company, and the free act and deed of the Limited Liability Company.

JOHN J. KUPA, JR.
NOTARY PUBLIC - RHODE ISLAND
ID # 21950
MY COMMISSION EXPIRES 06/18/2025


Notary Public: JOHN J. KUPA, JR.
My Commission Expires: 6-18-25

HIGHLAND WOODS SUBDIVISION
EAST GREENWICH, RHODE ISLAND
NO-CUT BUFFER



Doc ID: 231160010016003
04/26/2023 14:27
BK 1635 PG 136-136
Town of East Greenwich

WHEREAS, the undersigned G S A Properties, LLC a Rhode Island Limited Liability Company, (the "Owner") hereby warrants that it is the owner of certain real property in the Town of East Greenwich, County of Kent, State of Rhode Island described and delineated on that Plan entitled, Highland Woods (the "Plan") which plan is recorded in the East Greenwich Land Evidence Records as Plan 1016 on April 25, 2023 at 9:51 A.M. The Owner is in the process of developing the Plat of 23 residential lots, and;

WHEREAS, the Town of East Greenwich pursuant to its Ordinances has required a No-Cut Buffer as evidenced on the recorded Plan:


NOW THEREFORE, consistent with the Decision of the East Greenwich Planning Commission certain recorded Lots Numbered 1, 2, 3, 4, 15, 17, 18, and 25 shall not cut, cause to be cut or in any way remove vegetation in or on the 45 foot No-Cut Buffer delineated on the Recorded Plan. Should a tree become diseased, rotted or otherwise distressed and poses a danger to property or persons, in that case and only in that case may a Lot owner remove a tree from the No-But Buffer. The No-Cut Buffer creates a negative easement upon the Lots so affected and is a covenant running with the land. The Town of East Greenwich may seek relief in the Courts of the State of Rhode Island, enjoining any property owner from removing trees in violation of the No-Cut Buffer. The Town shall be entitled to Attorneys' fees if it is successful in obtaining such relief.

WITNESS OUR HANDS THIS 26th day of April 2023.

G S A Properties, LLC

By: 
Glenn M. Amore/Member

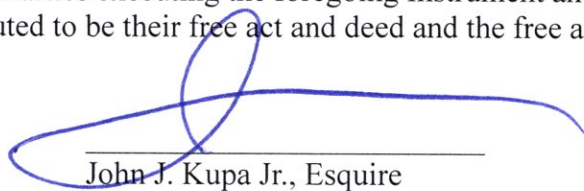
G S A Properties, LLC

By: 
Scott S. Amore/Member

**STATE OF RHODE ISLAND
COUNTY OF WASHINGTON**

In North Kingstown on the 26th day of April 2023 before me personally appeared Glenn M. Amore and Scott S. Amore, individually and as Members of G S A Properties, LLC to me known and known by me personally to be the Parties executing the foregoing Instrument and they acknowledged said Instrument by them, executed to be their free act and deed and the free act and deed of G S A Properties, LLC.




John J. Kupa Jr., Esquire
NOTARY PUBLIC #21950
My Commission Expires: 06/18/25



DECLARATION OF RESTRICTIVE, PROTECTIVE AND GENERAL COVENANTS

IMPOSED UPON THE SUBDIVISION OF LAND ENTITLED

"HIGHLAND WOODS"

Owned by G S A Properties, LLC
East Greenwich, Rhode Island

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, G S A PROPERTIES, LLC a Rhode Island Limited Liability Company (hereinafter referred to as "Grantor") is the owner of a certain tract or parcel of land situated in the Town of East Greenwich, County of Kent, State of Rhode Island; and

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

NOW, THEREFORE, G S A PROPERTIES, LLC, the Grantor, for itself, its successors and assigns, does hereby declare and make the following limitations of uses, restrictions and covenants to which the lots of land designated on the hereinafter mentioned plats shall be subject, and the uses to which the same may be put, and it hereby specifies that these declared limitations, restrictions, covenants and uses shall be construed as covenants running with the land designated on said hereinafter identified plats now owned by G S A PROPERTIES, LLC, and shall be binding on said Grantor, and all persons, firms or corporations claiming under it and they shall be for the benefit of and limitation on all future owners of lots of land as shown on said hereinafter mentioned plats and all sales, leases and use of lots in said subdivision shall be expressly made subject to said limitations, restrictions and covenants.

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

In case of any violation or attempt to violate any of the covenants or 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, hereinafter identified, to institute and prosecute any proceedings at law or in equity against the person or persons, firms or corporation violating or attempting to violate any such covenant or restrictions, and either to prevent him, them and/ or it from doing so, or to recover monetary damages for such violation. Nothing herein shall be deemed to constitute any right of reverter or any reversionary interest.

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

These covenants and restrictions shall apply to all record lots on the following described property, excepting, exempting, and excluding Lots 13, 14, 15, 16, 17 and 18. However, said Lots excluded from this Declaration of Restrictive and Protective & General Covenants are required to adhere to Paragraph 17 of said restrictions concerning house size on the following described parcel of land:

That certain lot or parcel of land located in the Town of East Greenwich, County of Kent, State of Rhode Island more particularly described as Record Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 19, 20, 21, 22, 23, 24, and 25 inclusive, on that certain plan of land entitled "Record Plan Phase 1 and 2 Highland Woods, East Greenwich, RI Assessor's Map 7 Plat 19, Lots 12 & 156 Owner GSA Properties, LLC Diprete Engineering, Michael E. Gavitt, PLS, dated 12-14-2022 Rev. 1-18-2023 Scale 1"= 100' Sheet 1 of 2 and 2 of 2 inclusive" Recorded in the Town of East Greenwich Land Evidence Records as Plan 1016 on the 25th day of April 2023 at 9:51 A.M.

SPECIFIC COVENANTS AND RESTRICTIONS ARE AS FOLLOWS:

1. All lots shall be known and described as single-family residential lots. No lot shall be used as access to an adjoining lot. More particularly Lot 9, 10 and 11 shall not provide access of any kind to the adjoining property in West Greenwich.
2. All plans, specifications and blueprints of single family structures shall be submitted to Grantor for prior approval; and no construction shall commence unless and until such approval of plans and specifications is granted in writing and unless and until Grantor has approved the lot lay out, the location of the dwelling house and other buildings upon the lot, the exterior style and the design of said dwelling and said other buildings. No vinyl siding shall be permitted. A site plan shall be prepared showing elevations, house location, edge of manicured lawn, out buildings, exterior building materials and location of driveway, all in accordance with the record plan, located in the Town of East Greenwich Land Evidence Records. Grantor approving said layout and single-family structure shall be the Grantor, G S A PROPERTIES, LLC. Grantor reserves the right to decline approval should the home not meet standards of the neighborhood.
3. No structures shall be erected, except herein mentioned, altered, placed or permitted to remain on any lot other than a residential single family home, together with a private attached garage for not less than two cars. All construction, including landscaping, shall be completed within one year of commencement of construction. Only attached garages shall be permitted. Fences erected on the property shall not extend beyond the front line of any home existing on any lot. *No Raised Ranches are permitted. In-law Facilities are permitted provided they meet the standards of the East Greenwich Zoning Regulations.*
4. All structures shall be located not less than the required zoning setback for the Town of East Greenwich in existence at the time of the recording of these restrictions.
5. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on this lot

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shall be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

6. Except as may be otherwise herein expressly permitted, no outbuilding shall be constructed unless of wood or masonry or Walpole type construction. The building may contain a maximum area of 1,000 square feet. Said Lots may contain larger outbuildings at the discretion of the Grantors. No metal garage or other metal structure shall be erected or placed on any lot.

7. No commercial vehicles shall be garaged on the lot, except a small "Panel Body" or small "Pickup Truck" which is used by the occupant of the house located on the lot on which the vehicle must be garaged.

8. Any swimming pool located on the lots shall comply with the Rules and Regulations of the Rhode Island Department of Environmental Management and/or Department of Health, and all local rules, regulations and ordinances of the Town of East Greenwich pertaining thereto and shall be located only to the rear of a dwelling constructed on said lot.

9. No animals, livestock or poultry of any kind shall be raised, bred or kept on this lot except that dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purposes.

10. Each lot granted by Grantor shall not thereafter be subdivided, but such lot shall be held by the Grantee(s), and any successor Grantee(s), as one entire parcel, excepting that one lot may be divided only where such lot is being used to add onto an adjoining lot to increase the adjoining lots size. Only a single family home may be placed on such merged lot.

11. Grantor reserves the right to grant easements and rights-of-way in, over and across such parts of the premises upon which no structure may be erected pursuant to the terms hereof, for the installation and maintenance of telephone, power lines, septic systems, storm drains, water lines and all other easements and/or rights-of-way as requires by Grantor.

12. No noxious or offensive trade, or activity, shall be carried on upon the said lot, nor any portion thereof, nor shall anything be done thereupon which may be or become an annoyance or nuisance to the neighborhood.

13. All construction performed on each dwelling house and lot shall hereafter be maintained so that the general suburban character of the land and the existing ecology shall, insofar as possible, be preserved and enhanced. The Grantee(s) shall utilize best efforts, including taking of desirable affirmative action and forbearance from acting where desirable, to ensure that the particular lot and the surrounding environs shall be and remain free from air pollution, water pollution, noise pollution and other like environmental hazards.

14. All sewage shall be disposed of by means of a septic tank or tanks providing adequate

facilities for the disposal of all waste matter; each such septic tank or drain shall be constructed and maintained so that no waste materials of any description shall flow upon or contaminate the land of any abutting property owners; and each conform to the strictest engineering and construction standards of efficiency and sanitation, and shall conform to applicable state and local laws and ordinances, and shall at all times be maintained in proper sanitary conditions.

15. There may be up to two (2) recreational vehicles including recreational vessels with related boat trailers on a building lot provided that such vehicle or vessels are for personal or family recreational uses of a person who primarily resides of the building lot, and further provided that such vehicles or vessels are placed and kept to the rear of the dwelling on the building lot.

16. All driveways are to be constructed of a bituminous or concrete material and constructed so as to maintain the safest ingress and egress to the main road.

17. All residential dwellings shall be a minimum of three thousand three hundred (3,300) square feet in size exclusive of garage and decks with a minimum of a two car attached garage.

18. The Grantee or his agent shall be responsible for cleanup of any soil erosion onto the respective roads due to the removal or vegetation from said lots. Any removal of vegetation is to be replaced by grass, shrubs, other mulch or other finished landscaping within one (1) year to insure the soil erosion is kept to a minimum. A continuous line of hay bales shall be placed along the front lot line of each respective lot during construction. During the period of excavation, construction and landscaping the lot shall be kept clean by the use of trash receptacles or by the daily removal of all debris from the lot. No track vehicles are to be unloaded, kept or used on the paved roadways. All utility boxes located on any respective lot are to be left exposed on each lot that they appear. All landscaping shall be extended to the street (i.e. lawn).

19. Amendments or Additional Restrictions: The grantor reserves and shall have the sole right to amend these covenants and restrictions as the grantor deems appropriate in its sole discretion. *The grantor may* amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between these provisions, and to release any lot from any part of these covenants and restrictions which have been violated if the grantor in its sole judgement determines such violation to be a minor or insubstantial violation. Under no circumstances shall the minimum house size under Paragraph 17 be reduced by the developer or future developers of the property. This amendment provision shall become of no force and effect three (3) years after the sale of the last lot in the aforementioned subdivision.

20. The original purchaser of any lot within the Highland Woods Subdivision shall be responsible for a payment of Five Hundred (\$500.00) Dollars toward the capital account of the homeowner's association. This "initial contribution" shall be accounted for through the Highland Woods Homeowners Association. Once the last lot is sold within the subdivision from the original grantor, a meeting will be held at which officers will be elected and an annual assessment will be

made for the maintenance of the amenities in the subdivision.

21. The Homeowner's Association shall be required to preserve and maintain access to the existing graveyard in perpetuity as it exists within the Open Space.

22. The above restrictions and protective covenants shall run with the land and shall continue in full force and effect until January 1, 2100, when they shall forthwith terminate.

23. On the record plan there is a no-cut buffer between lots 1, 2, 3, 4, 15, 16, 17, 18 and 25 and the adjoining subdivision at a width of 45'. This Covenant runs with the land and does not expire by the terms of these Restrictions that is a condition of the East Greenwich Planning Commission.

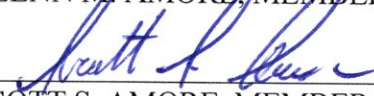
24. Acceptance of a deed to a building lot shall constitute an agreement by the Grantee(s) to fully comply with all applicable terms and conditions set forth in this declaration.

25. Severability: If any provision of these Restrictions is held invalid or unenforceable, by any court of competent jurisdiction, the other provisions of these Restrictions and this document shall remain in full force and effect. Any provision of the Restrictions held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable.

Signature Page Follows on Page 6.

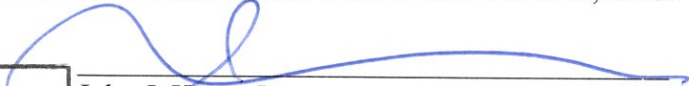
G S A PROPERTIES, LLC

BY: 
GLENN M. AMORE, MEMBER

BY: 
SCOTT S. AMORE, MEMBER

STATE OF RHODE ISLAND
COUNTY OF WASHINGTON

In North Kingstown on the 26th day of April 2023 before me personally appeared GLENN M. AMORE and SCOTT S. AMORE, individually and in their capacities as Authorized Members of G S A PROPERTIES, LLC, to me known and known by me personally to be the Parties executing the foregoing Instrument, and they acknowledged said Instrument by them executed, to be their free act and deed, individually and in their capacities as Authorized Members of G S A PROPERTIES, LLC and the free act and deed of G S A PROPERTIES, LLC.


JOHN J. KUPA, JR.
NOTARY PUBLIC - RHODE ISLAND
ID # 21950
MY COMMISSION EXPIRES 06/18/2025
John J. Kupa, Jr.
Notary Public #21950
My Commission Expires: 6-18-25



BY-LAWS
of
HIGHLAND WOODS HOMEOWNER'S ASSOCIATION

The Town of East Greenwich
State of Rhode Island

ARTICLE 1

NAME

The name of the corporation is the **HIGHLAND WOODS HOMEOWNER'S ASSOCIATION**.

ARTICLE 2

PURPOSES AND OBJECTS

In clarification of the purposes for which the Non-business Corporation has been formed as set forth in the articles of incorporation, the purposes and objects are as follows:

- A. To develop a community designed for safe, healthful and harmonious living.
- B. To promote the collective and individual property and civic interests and rights of all persons, firms and corporations owning property in to care for the improvements and maintenance of facilities of any kind dedicated to the "Highland Woods Subdivision", located in the Town of East Greenwich, County of Kent, State of Rhode Island as said property is shown on that certain Plan recorded as Plan 1016, recorded in the Town of East Greenwich Land Evidence Records on April 25, 2023 at 9:51 A.M. and to maintain of the drainage facilities and structures, and other ornamental features of the above-described plan of land known as "Highland Woods"
- C. To cooperate with the owners of all vacant and unimproved lots and plots now existing or that hereafter shall exist in the tract in keeping them in good order and condition, in preventing them from becoming a nuisance and a detriment to the beauty of the tract and to the value of the improved property therein, and to take any action with reference to such vacant and unimproved lots and plots as may be necessary or desirable to keep them from becoming such nuisance and detriment.
- D. To aid and cooperate with members of this non-business corporation and all property owners in the tract in the enforcement of such conditions, covenants and restrictions on the appurtenant to their property as are now in existence, as well as any other conditions, covenants and

restrictions as shall hereafter be approved by a majority vote of the members of the corporation.

E. In general, but in connection with the foregoing, to do any and all things necessary to promote the general welfare of the residents and owners of any portions of Highland Woods Subdivision and their property interests therein.

G. To exercise any and all powers that may be delegated to it from time to time by the owners of real property in the plat.

ARTICLE 3

MEMBERSHIP

1. The corporation shall be organized as a non-business corporation without capital stock and mandatory membership shall be evidenced by record ownership in the Land Evidence Records of East Greenwich, Rhode Island, including ownership of premises on that plat entitled, Highland Woods Subdivision, East Greenwich, Rhode Island, owned by G S A Properties, LLC, a Rhode Island Limited Liability Company hereinafter referred to in these By-Laws as the Plat and also evidenced by a certificate of membership which shall be in a form approved by the members.

2. Membership shall only attach to those lots known as that certain lot or parcel of land located in the Town of East Greenwich, County of Kent, State of Rhode Island more particularly described as Record Lots 1 through 25 inclusive, on that certain plan of land entitled "Record Plan Phase 1 and 2 of Highland Woods, East Greenwich, RI Assessor's Map 7 Plat 19, Lots 12 & 156 Owner GSA Properties, LLC by Diprete Engineering, Michael E. Gavitt, PLS, dated 12-14-2022 Rev. 1-18-2023 Sheet 1 of 2 and 2 of 2 inclusive" Recorded in the Town of East Greenwich Land Evidence Records as Plan 1016 on the 25th day of April, 2023 at 9:51 A.M.

3. Only persons owning real property in the Plat or owning stock in a corporation owning real property in such Plat and plan of land, their successors and/or assigns shall be a member.

4. Where two or more persons are the joint owners of real property in East Greenwich, one and only one, shall be a member. Where two or more persons are stockholders in a corporation owning real property in such plat and subdivision, one, and only one, shall be a member.

5. Each member shall be entitled to one vote for each lot owned by him/her in Highland Woods Subdivision East Greenwich, or in the case of a member owning stock in a corporation owning lots on said plat, such member shall be entitled to one vote for each lot owned by said corporation. G S A Properties, LLC, known, as the "Developer" shall control all the voting

developer to a Grantee.

6. Membership is transferred by the assignment or sale or by inheritance or testament upon the death of the owner and all rights of membership belonging to the former owner shall inure to the assignee, vendee, heir or legatee of the lot or lots in Highland Woods Subdivision East Greenwich, Rhode Island.

7. In the event of a foreclosure sale by a mortgagee of a lot on said plat, the certificate of membership shall be transferred to the purchaser at the foreclosure sale. The previous owner will so endorse the transfer of the certificate of membership; however, in the absence of such endorsement by the previous owner, the secretary of this corporation is authorized to execute and effect the transfer of said membership.

8. Place of Meeting: The place of meetings of the members shall be determined from time to time by the Board of Directors and the place at which such meeting shall be held shall be stated in the notice and call of meeting.

9. Annual Meeting: The annual meeting of the members of the corporation shall be held on the first day of Month of each year, if not a legal holiday, but if such day be a legal holiday, then on the next business day following. At each regular annual meeting of the members, the directors of the corporation shall be elected for the term of the ensuing year, and the officers of the corporation shall present the annual report to the membership.

In the event that any regular annual meeting of the members is not held on the date provided for, the next meeting of the members shall be deemed to be the regular annual meeting, and the notice or waiver of notice of such meeting shall set forth that it is the regular meeting.

10. Special Meetings: Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Chairman of the Board of Directors, or the President or in their absence by any Vice-President, or by a majority of the Board of Directors, and shall be called at any time by the Chairman of the Board of Directors, or the President upon the request of members owning at least twenty-five (25%) percent of the lots on Highland Woods Subdivision East Greenwich. Business transacted at all special meetings shall be confined to the objects stated in the call.

11. Notice of Meetings: Notice of every meeting of the members shall be given by the

Secretary, or in the case of his absence or disability, by any other officer, to each member by leaving with such member either at his residence or usual place of business, at least five (5) days before the meeting, or by mailing, postage prepaid and addressed to each such member at his address as it appears on the books of the corporation, at least five (5) days prior to the meeting, a written or printed notice stating the time and place of the meeting. If the meeting is a special meeting, the notice shall state generally the business to come before the meeting.

No notice of the time, place or purpose of any meeting of the members shall be required if every member of record is present or if such members of record are not present, waive notice in writing.

12. Fifty (50%) percent of the members of the corporation shall be necessary to constitute a quorum at meetings of the members. When a quorum is present at any meeting, a majority of the members represented there at shall decide any questions brought before such meeting. In the absence of a quorum, those present may adjourn the meeting from day to day, but until a quorum is secured, no business shall be transacted.

13. Proxies: Any member entitled to vote may be represented at any regular meeting or special meeting of the members by a duly executed proxy. Proxies shall be in writing and signed by the member but shall require no other attestation.

14. Officers' Meetings: The President, if present, shall preside at all meetings of the members. In his absence, the next officer in due order who may be present, shall preside. For the purpose of these By-Laws, the due order of officers shall be as follows:

President
Vice-President
Secretary
Treasurer

The secretary of the corporation shall keep a true and faithful record o the proceedings of all members' and directors' meetings.

15. Order of Business: The order of business at the annual meeting of the members, and

insofar as practicable at all other meetings of the members, shall be as follows:

1. Calling of Roll
2. Proof of Due Notice of Meeting
3. Reading and disposal of any unapproved Minutes
4. Annual Report of Officers and Committees
5. Election of Directors
6. Unfinished Business
7. New Business
8. Adjournment

16. Operation of Homeowner's Association During Development:

G S A Properties, LLC, known, as the Developer shall control all the voting rights of the Homeowner's Association until such time as the last lot is transferred from the developer to a grantee. The voting rights shall be distributed to the lot owners only upon that event.

ARTICLE 4

BOARD OF DIRECTORS

1. Number and Authority: The business and affairs of this Limited Liability Company shall be managed by a Board of Directors, which shall consist of an odd number of membership, either 3 Members or 5 Members, but not less and not more than those numbers. The first Board of Directors shall be elected by the incorporators and need not be members of the corporation. Upon the sale of the last lot in the full subdivision, the first Board shall disband, and a new Board shall be elected by the Association. Thereafter, all of the Board shall consist of members of the corporation.

2. Vacancies: Any vacancy occurring in the membership of the Board of Directors may be filled for his/her unexpired term by a majority vote of the remaining members. In the event that the membership of said Board of Directors falls below the number necessary to constitute a quorum, a special meeting of the members shall be called and such number of directors shall be

elected thereat as is necessary to restore the membership of said board to its full number.

3. Regular Meetings: Regular meetings of the Board of Directors may be held without notice at the principal office of the corporation or at any other place or places, as the Board of Directors may from time to time designate.

4. Special Meetings: Special meetings of the Board of Directors may be called at any time by the Chairman of the Board of Directors or President, or in their absence, by any Vice-President or by any two Directors, to be held at the principal office of the corporation or at such other place or places, as the Directors may from time to time designate. Special meetings may be held at any time and in any place without notice, by unanimous consent of the Directors.

5. Notice of Meetings: The secretary shall notify each member of the Board of all regular or special meetings, by mailing to each member at his last known post office address, postage prepaid, at least five (5) days prior to the date set for such meeting, a written notice or printed notice thereof giving the time and place and in case of special meetings, the objects thereof, and no business shall be considered at a special meeting other than that set forth in such notice. No failure or irregularity of notice of any regular meeting shall invalidate the same or any proceeding thereof.

No notice of the time, place or purpose of any meeting of the directors shall be required if every director is present, or if such directors are not present, waive such notice in writing.

6. Quorum: The majority of the Board of Directors shall constitute a quorum and a majority of the members in attendance at any Board Meeting shall, in the presence, of a quorum, decide its action. A majority of the Board present at any regular or special meeting may, in the absence of a quorum, adjourn the meeting to a later date, but shall not transact any business until a quorum has been secured.

7. Order of Business: The regular order of business meetings of the Board of Directors shall be as follows:

1. Reading and Disposal of any Unapproved Minutes
2. Reports of Officers and Committees
3. Unfinished Business
4. New Business

5. Adjournment

ARTICLE 5
OFFICERS

1. The officers of the corporation shall be a President, Vice-President, Secretary, and Treasurer. The first officers shall be elected by the Directors at their first meeting. Thereafter the officers shall be elected by the Directors at their first meeting after the annual meeting of the membership and they shall hold office until their successors are elected. All officers must be members of the corporation.

2. The President: Subject to the direction of the Board of Directors, the president shall be the chief executive officer of the corporation and shall perform such other duties as from time to time may be assigned to him by the Board. The President shall be ex-officio and member of all committees.

3. The Vice-President: The Vice-President shall have such power and perform such duties as may be assigned to him by the Board of Directors or the President. In case of the absence of or disability of the President, the duties of that officer shall be performed by the Vice-President.

4. The Secretary: The secretary shall keep the minutes of all proceedings of the Board of Directors and all committees and minutes of the members' meetings in books provided for that purpose; he/she shall have custody of the corporate seal and such books and papers as the Board may direct, and he/she shall in general perform all the duties incident to the office of Secretary, subject to the control of the Board of Directors and the President. He/She shall also perform such other duties as may be assigned to him by the President or by the Board.

5. The Treasurer: The Treasurer shall have the custody of all receipts, disbursements, funds and securities of the corporation and shall perform all duties incident to the office of Treasurer, subject to the control of the Board of Directors and the President. He/She shall also perform such other duties as may, from time to time, be assigned by him/her by the Board or the President. If required by the Board, he/she shall give a bond for the faithful discharge of his/her duties in such sum as the Board may require.

ARTICLE 6
ASSESSMENTS

1. The corporation, through its Board of Directors, may levy regular and/or special assessments for the operation, maintenance, care and improvement of the corporation's easement property, and for the payment of taxes and assessments against the same.

An assessment shall be assessed against each lot on the plat in an equal sum of money and shall be paid by the members to the Treasurer on notice of said assessment.

2. Annual assessment means the assessment made by the Board of Directors with respect to each lot for the payment of common expenses as described in the By-Laws.

3. Common expenses means all costs, expenses and other liabilities lawfully assessed against lot owners and declared to be common expenses by the provisions of these By-Laws.

BUDGET, CHARGES AND ASSESSMENTS

4. Charges and Assessments: The Association acting by and through its Board of Directors, shall enforce the provisions hereof and shall pay out of the common expense fund herein elsewhere provided for the following.

5. The cost of management and administration, liability insurance, landscaping, rubbish removal, snow plowing, and all other general common maintenance costs of capital improvements as they may arise.

6. The cost of any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like which the Association is required to secure or pay for or which on the discretion of the Board of Directors, shall be necessary for or proper for the operation of the common elements.

7. Preparation: Each year on or before January 30, the Board of Directors shall adopt a budget for the Association containing an estimate of the total amount which it considers necessary and required during the ensuing fiscal year.

A. Notice of Proposed Budget. The Board of Directors shall send to each Lot Owner a copy of the budget within thirty (30) days after its adoption, and the assessment shall set forth separately such Lot Owner's share of the total assessment allocated to normal and recurring expense

of administration, management, operation and repair, and the amount of the total assessment allocated to each category of reserves included in the budget. Said budget shall constitute the basis for determining each Lot Owner's contribution for the Assessment Lot. The Board of Directors shall call a meeting of the Association to approve the budget.

B. Failure to Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt or the rejection by the Lot Owners of, the annual budget for any fiscal year shall not constitute a waiver or release in any manner of a Lot Owner's obligation to pay his allocable share of the Assessment as herein provided. In the absence of any biannual budget or adjusted budget, each Lot Owner shall continue to pay the biannually charge at the then existing rate established for the previous fiscal period until such new biannual or adjusted budget shall have been mailed or delivered and thereafter all subsequent monthly payments shall be as provided by such new annual or adjusted budget.

C. The Board of Directors may increase or decrease the biannual assessment at any time during the year in which it is payable.

D. Default in Payment of Assessment. Upon default in the payment of any assessment the delinquent Lot Owner shall be obligated to pay interest at twelve percent per annum on such charges from the due date thereof to the date of payment together with all expenses, including attorneys' fees, incurred by the Board of Directors to collect such unpaid assessment and if any such delinquent assessment is not paid within thirty (30) days after written notice and demand is made, the Association or Board of Directors shall be entitled to enforce the payment of said assessment according to the laws of the State of Rhode Island. The Association may cause to be filed a notice of lien for failure to pay any assessment. Such a Lien may be filed after sixty (60) days without leave of Court of the State of Rhode Island and may be Discharged by the Association once paid. Said Lien shall be filed in the Land Evidence Records of the Town of East Greenwich.

ARTICLE 7

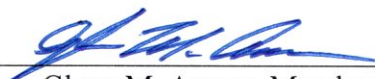
SUNDRY PROVISIONS

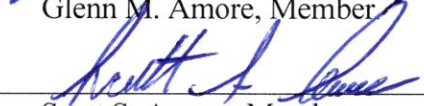
1. Corporate Seal: The corporate seal of the corporation shall consist of two concentric circles, between which shall be the name of the Highland Woods Subdivision Homeowners

circles, between which shall be the name of the Highland Woods Subdivision Homeowners Association, and in the center shall be inscribed "and such seal, is hereby adopted as the corporate seal of this corporation. "

2. Amendment: These By-Laws may be amended, repealed, or altered, in whole or in part, at any regular meeting of the members or at any special meeting of the members, when due action has been set forth as an object of the meeting in the notice calling such special meeting, provided, that a majority of members of the corporation shall vote in favor of such amendment, repeal or alteration; and provided, further, that Article 6 entitled "Assessments", can be amended only by unanimous vote of the members.

G S A Properties, LLC

By: 
Glenn M. Amore, Member

By: 
Scott S. Amore, Member

Dated: April 26, 2023

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