

EXHIBIT " D " Adopted April 29, 2003RULES AND REGULATIONSTHE VILLAGES OF SUMMERFIELD CONDOMINIUM

1. No use shall be made of the Common Elements except as permitted by the Executive Board. No uses shall be made of the Limited Common Elements except as permitted by the Declaration and these Rules and Regulations.
2. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior written consent of the Executive Board.
3. Nothing shall be done or kept in the Common Elements or Limited Common Elements which will increase the rate of insurance of the Condominium, or contents thereof, applicable for residential use, without the prior written consent of the Executive Board. No Unit Owner shall permit anything to be done, or kept in the Common Elements or Limited Common Elements which will result in the cancellation of insurance on the Condominium, or contents or portions thereof, or which would be in violation of any law. No waste shall be deposited in the Common Elements or Limited Common Elements.
4. Unit Owners shall not cause or permit any satellite dishes in excess of twenty four inches (24") in diameter to be placed on any Condominium Unit or in the Common Elements or Limited Common Elements appurtenant to any Condominium Unit, nor shall any such satellite dish be placed anywhere above the half of the Building in the Unit closest to the roadway. The reason for this rule is aesthetic.
5. No offensive activity shall be carried on in the Common Elements or Limited Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises by the Owner, his/her family, servants, employees, agents, visitors, lessees, and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts, or convenience of other Unit Owners.
6. Nothing shall be done in, or on to the Common Elements or Limited Common Elements, which will impair the structural integrity of the Buildings or any Common Element or Limited Common Element or which would structurally change the Buildings or any Common Element or Limited Common Element without the prior written consent of the Executive Board. The reason for this rule is aesthetic. By maintaining control over the visual aspects and streetscape of the community, the beauty of the way the community looked when you purchased your Unit, can be maintained.
7. No clothes, clotheslines, sheets, blankets, laundry, or any other kind of other articles shall be hung out of a Building on a Unit or exposed on any part of the Common Elements or Limited Common Elements. The Common Elements, Limited Common Elements, and Unit shall be kept free and clear of all rubbish, debris, and other unsightly materials. All rubbish containers shall be stored within the Building on the Unit except for dates scheduled for rubbish removal. Rubbish and recycling bins shall not be placed outside for pickup earlier than 7:00 p.m. on the night prior to the scheduled garbage pickup by the town, and shall be removed no

later than 7:00 p.m. on the night of the scheduled pickup. Bins and containers shall not be placed in the travel way of the roads.

8. Except in areas designated by the Executive Board, there shall be no parking of motor vehicles, playing, lounging, and no parking of baby carriages or playpens, bicycles, wagons, toys, benches, or chairs, on any part of the Common Elements. The area designated by the Executive Board for parking in the Common Area shall not be used by Unit Owners or their occupants but only by their guests. Under no circumstances shall a guest's motor vehicle be kept or stored overnight in any designated parking area or on any part of the Common Elements. The area designated for parking, as of the date of this amendment, is located along the curb at the Mail Center. If any vehicle is parked in the Common Element during any snowfall or storm event, the vehicle may be towed at the vehicle owner's expense.

The reason why bicycles, benches, chairs etc. are not permitted to be left on the Common Element of the Villages of Summerfield Condominium is because such items can be a liability if anyone fell or was injured because of or by the particular item. The control of parking of parking in the Common Elements is needed to control costs, and enhance the beauty of the community. Although items may add function or beauty to the common element, the potential for liability and risk exposure outweighs the benefit. This similarly applies to rules #9 and #10.

9. Nothing shall be altered or constructed in or removed from the Common Elements except upon the written consent of the Executive Board.

10. The Common Elements shall not be decorated or furnished by any Unit Owner in any manner without the prior written consent of the Executive Board.

11. No boats over twenty feet in length, trailers, trucks or commercial vehicles shall be kept or stored overnight in The Villages of Summerfield Condominium, except for a maximum of one small "panel body" or small pick-up truck with a Gross Weight of less than 7000 pounds, which is regularly used by the owner of the Unit. No major repairing of automobiles shall take place within the Condominium, nor shall driveways be used for any purpose other than to park motor vehicles, without the prior written consent of the Executive Board. Notwithstanding the foregoing, boats 20 feet or less in length may be parked in the driveway for no more than seven days in any 45-day period, and in cases of an emergency, commercial vehicles may be parked within the Condominium. Unit Owners and their occupants shall not park more than three (3) motor vehicles within the Condominium, without the prior written consent of the Executive Board.

The reason for this rule is aesthetic. Certain vehicles and too many vehicles will detract from the beauty of the community. Each Unit is designed to provide parking for two vehicles inside and two outside. By limiting the number of unit owner vehicles to three, there is a space for your guest available within your unit boundary.

12. If any key or keys are entrusted by a Unit Owner or occupant or by any member of Unit Owner's agent, servant, employee, licensees, lessee, or visitor, to any employee of the Executive Board, whether for such building on a Unit or an automobile, truck, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or occupant, and the Executive Board shall not be liable for injury, loss, or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.
13. The use of the Common Elements and Limited Common Elements, by Unit Owners, as well as the safety and maintenance of all personal property of the Unit Owners kept in such areas and in the buildings on Units themselves, shall be the responsibility, and at the sole risk of the respective Unit Owners, and none of the Executive Board, Association, the Declarant, nor their respective agents, servants, employees, successors, or assigns, shall bear any responsibility therefore.
14. Each Unit Owner assumes responsibility for his/her own safety and that of his/her family, guests, agents, servants, employees, licensees, lessees (including responsibility for accidents occurring in walkways and driveways in such Unit Owner's Limited Common Element area).
15. Any consent or approval given under these Rules and Regulations may be added to, amended, or repealed at any time by the Executive Board.
16. These Rules and Regulations may be amended from time to time as provided in the Declaration by the Executive Board.
17. Guns and weapons of any kind shall not be used on the Property.
18. Unit Owners shall be permitted to keep or maintain a maximum of two (2) domestic pets (such as cats, dogs, birds and fish) not to exceed seventy-five) pounds each in weight. Farm animals, such as goats, pigs, or normally wild animals such as snakes and the like shall not be considered domestic pets. Units Owners shall bear sole responsibility for keeping all pets restrained and for cleaning up waste both within the Unit and in the Common Areas. Pets shall not be allowed to run free outside of the Unit Boundaries. The stated purpose for requiring Unit Owners to pick up after their pets anywhere within the property, whether in the boundaries of the Unit, Limited Common Element, or Common Element is for health, aesthetic, sanitary, and financial reasons (damage to the vegetation in the Common Element will be repaired using Association funds).
19. No nuisance, advertising sign, "For Sale" or "For Rent" sign (except as provided by Declarant, its agent, or nominee), billboard, business or professional signs or other advertising devices shall be placed or suffered to remain upon the Property or in the Unit if visible from the roads, as provided in the Declaration. No sign or placard shall be placed in Common Elements or Limited Common Elements without the prior written consent of the Executive Board. The reason for this rule is aesthetic.

20. No burning of rubbish leaves or other offensive material shall be permitted in the Condominium.

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21. No plantings in the Common Elements, other than in beds installed by the Declarant or the Association, Common Element, shall be undertaken without prior written approval of the Executive Board. Plantings in beds within the Unit Boundary may be installed without prior written approval of the Executive Board so long as it does not interfere with the lawn maintenance or sprinklers.

The reason for this rule is aesthetic, as well as giving the Executive Board control over the landscaping budgets.

22. No fence shall be erected or maintained by any Unit Owner unless the plans and specifications for any such fence have been approved by the Executive Board. Specifications for fences: All fences shall be non-metallic and installed with "finished side" out. Fencing or fenced enclosures shall be no more than 4 feet in height, and must be located within the Unit Boundary and to the rear of the rear corners of the house.

The reason for this rule is aesthetic, as well as giving the Executive Board control over the landscaping budgets. If fences restrict the ability of the landscapers to work under the conditions they bid the work, they would look to increase the cost of landscape maintenance.

23. No construction may be made in any front yard, side yard, rear yard or Limited Common Element by any Unit Owner without the prior written approval of the Executive Board.

The reason for this rule is aesthetic, as well as giving the Executive Board control over the landscaping budgets. If fences restrict the ability of the landscapers to work under the conditions they bid the work, they would look to increase the cost of landscape maintenance.

24. The Declarant during the period of Declarant's control of the Association reserves the right to modify the above Rules and Regulations and/or issue a waiver of same to individual Unit Owners in its sole discretion on a case by case basis.

25. All Unit Owners shall comply with Rules and Regulations, The By Laws, as well as applicable laws, regulations, and ordinances.

26. The Lawn sprinkler system located within the unit boundaries is the property of the unit owner. The Association has reserved the right to pass water through the sprinkler system within the unit boundaries to supply other parts of the system. The Association has the obligation to supply the water, and to maintain the system by performing the seasonal startup and shut down, and to collect long term reserves to maintain the system. This maintenance does include breakage of sprinkler heads due to normal wear. It does not include the cost of repair to the heads or the piping due to accidental or negligent damage. The reason for this rule is fairness of costs to other unit owners. If the sprinkler heads are damaged or malfunction during the operating season, and the unit owner feels the damage was NOT his responsibility, the unit owner must report the incident to the landscape committee within 24 hours, with the circumstances. The Landscape Committee will make a determination as to financial responsibility. If a unit owner wishes to relocate any part of the system, or do work in his yard that may affect the system, he must notify the Landscape Committee, and use the current Association sprinkler maintenance company, at his own cost and expense, to perform changes.

These amended Rules and Regulations have been adopted by vote of the Executive Board, April 29, 2003. Certified: Richard Eichner Richard Eichner, Secretary.

IN WITNESS WHEREOF, NORTHWIND PARTNERS, LLC, A Rhode Island limited liability company, has caused this Eighteenth Amendment to Declaration of Condominium of THE VILLAGES OF SUMMERFIELD CONDOMINIUM, to be executed by its duly acting and authorized member as of the 21 day of MAY, 2003.

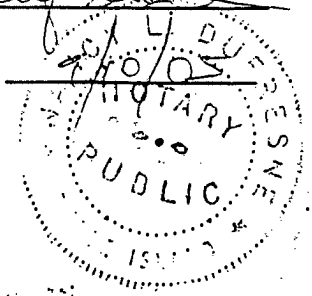
NORTHWIND PARTNERS, LLC

By: [Signature]
Kevin Comeau
Title Managing Member

STATE OF RHODE ISLAND
COUNTY OF Providence

In SMITHFIELD on the 21st day of MAY, 2003 before me personally appeared Kevin Comeau, to me known and known by me to be the Managing Member of NORTHWIND PARTNERS, LLC, executing the foregoing instrument, and he acknowledged said instrument, by him executed to be his free act and deed, individually and in said capacity and the free act and deed of NORTHWIND PARTNERS, LLC.

[Signature]
Notary Public
My Commission Expires: 4/30/05



TOWN OF SMITHFIELD, R.I.
M. EILEEN MURRAY, TOWN CLERK

03 MAY 27 PM 1:37