

SEVILLE CONDOMINIUM TRUST

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SEVILLE CONDOMINIUM TRUST

THIS DECLARATION OF TRUST made this day of 1982, by STONEHAM CONSTRUCTION, INC., a Massachusetts corporation with a principal place of business in Lynn, Essex County, Massachusetts (the "Trustees", which term and any pronoun referring thereto shall be deemed to include successors in trust hereunder and to mean the trustee or trustees for the time being hereunder, wherever the context so permits).

ARTICLE I

Name of Trust

The trust hereby created shall be known as the SEVILLE CONDOMINIUM TRUST (the "Trust").

ARTICLE II

The Trust and Its Purpose

Section 2.1. General Purpose. All of the rights in and to the common areas and facilities (the "Common Areas and Facilities" or "Common Elements") of the condominium (the "Condominium") established by a Master Deed (the "Master Deed") of even date herewith and recorded herewith, which are, under the provisions of M.G.L. c. 183A, as amended ("Chapter 183A"), exercisable by the organization of unit owners of the Condominium and all property, real and personal, tangible and intangible, conveyed to or held by the Trustees hereunder shall vest in the Trustees, in trust, to exercise, manage, administer and dispose of the same (a) for the benefit of the owners of record from time to time (the "Unit Owners") of the units (the "Units") of the Condominium according to the allocation of undivided beneficial interest in the Common Areas and Facilities set forth in Article IV hereof, and (b) in accordance with the provisions of Chapter 183A. This Trust is the organization of Unit Owners established pursuant to the provisions of Section 10 of Chapter 183A for the purpose therein set forth.

Section 2.2. Trust Only. It is hereby expressly declared that a trust and not a partnership has been created, and that the Unit Owners are cestuis que trustent and not partners or associates between themselves with respect to the trust property, and hold no relation to the Trustees other than of cestuis que trustent, with only such rights as are conferred upon them as such cestuis que trustent hereunder and under and pursuant to the provisions of Chapter 183A.

ARTICLE III

The Trustees

Section 3.1. Number and Vacancy. Except as provided in the first sentence of the paragraph immediately below, there shall be a Board of Trustees hereunder consisting of not fewer than three (3) nor more than five (5) Trustees chosen by vote of a quorum (as defined in Paragraph A of Section 5.13 of Article V) in beneficial interest hereunder, at their annual meeting, with the three and five persons receiving the greatest individual totals of percentage beneficial interest votes being the winners of the election. Trustees so elected shall serve until their successors are chosen at the next Annual Meeting of Unit Owners.

Until that Annual Meeting of Unit Owners by which time sixty (60%) percent of the Condominium Units are owned by persons other than the Grantor under the Master Deed, or one (1) year from the recording of the Master Deed, whichever shall first occur, the sole Trustee shall be Stoneham Construction, Inc. At such time as sixty (60%) percent of the Condominium Units are owned by persons other than the Grantor or any year from the recording of the Master Deed, whichever shall first occur, then a special meeting of Unit Owners may be held, pursuant to and in accordance with the requirements of Section 5.13 hereinbelow, for the purpose of nominating and electing the requisite number of Trustees, who shall serve until the next Annual Meeting of Unit Owners. A quorum at such special meeting shall be required to be present and voting, with the appropriate number of Trustees to be elected by accruing the greatest total(s) or percentage beneficial interest.

Except as provided in the first sentence of the paragraph immediately above, if and whenever the number of Trustees shall become less than three (3) due to death, disability, removal or resignation, each such vacancy shall be filled by an instrument in writing setting forth (a) the appointment of a natural person to act as such Trustee, signed (i) by Unit Owners holding not less than fifty-one percent (51%) of the beneficial interest hereunder, or (ii) if Unit Owners holding such percentage have not within sixty (60) days after the occurrence of any such vacancy made such appointment, signed by a majority of the then remaining Trustees, or by the sole remaining Trustee if only one, and (b) the acceptance of such appointment, signed and acknowledged by the person so appointed. Such appointment shall become effective upon the recording with the Middlesex South Registry of Deeds (the "Registry of Deeds") of a certificate of such appointment signed by a majority of the then remaining Trustees, or by the sole remaining Trustee if only one, or by Unit Owners holding at least fifty-one percent (51%) c

such beneficial interest if there be no such Trustee, together with such acceptance, and such person shall then be and become such Trustee and shall be vested with the title to the trust property jointly with the remaining or surviving Trustee or Trustees without the necessity of any act of transfer or conveyance. If there shall be no remaining Trustee and a vacancy in the office of Trustee shall continue for more than sixty (60) days and shall at the end of that time remain unfilled, a Trustee or Trustees to fill such vacancy or vacancies may be appointed by any court of competent jurisdiction upon the application of any Unit Owner and Notice to all Unit Owners and to such other, if any, parties in interest to whom the court may direct that notice be given. Notwithstanding anything contained herein to the contrary, despite any vacancy in the office of Trustee, however caused and for whatever duration, the then remaining or surviving Trustee or Trustees shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred or imposed upon the Trustees, in the manner prescribed hereinbelow. Trustees need not be Unit Owners.

Section 3.2. Manner of Acting. In any matters relating to the administration of the Trust hereunder and the exercise of the powers hereby conferred, the Trustees may act by majority vote. The Trustees may also act without a meeting by instrument signed by a majority of their number. Notwithstanding the above language, any instrument signed by a majority of those Trustees appearing from the records of the Registry of Deeds to be such, shall be conclusive evidence in favor of every person relying thereon or claiming thereunder that at the time of delivery thereof the execution and delivery of that instrument was duly authorized by all Trustees.

Section 3.3. Resignation and Removal. Any Trustee may resign at any time by instrument in writing, signed and acknowledged. Such resignation shall take effect upon the recording of such instrument with the Registry of Deeds. By vote of Unit Owners holding not less than seventy-five percent (75%) of the beneficial interest hereunder, any Trustee may be removed with or without cause and the vacancy among the Trustees caused by such removal shall be filled in the manner above provided. Such removal shall become effective upon the recording with the Registry of Deeds of a certificate of removal signed by a majority of the then remaining Trustees in office or by Unit Owners holding at least seventy-five percent (75%) of the beneficial interest hereunder. Provided, further, that the provisions contained herein regarding removal of Trustees by Unit Owners shall not be applicable to Stoneham Construction, Inc., the original Trustee.

Section 3.4 Bond. No Trustee named or appointed as hereinbefore provided, whether as original Trustee or as successor to or as substitute for another, shall be obliged to give any bond or surety or other security for the performance of any of his duties hereunder, provided, however, that Unit Owners holding not less than fifty-one percent (51%) of the beneficial interest hereunder may at any time by instrument in writing signed by them and delivered to the Trustee or Trustees affected require that any one or more of the Trustees shall give bond in such amount and with such sureties as shall be specified in such instrument and provided further, however, that if Federal National Mortgage Association (hereinafter called "FNMA") or Federal Home Loan Mortgage Corporation (hereinafter called "FHLMC") or Government National Mortgage Association (hereinafter called "GNMA") holds any interest in one or more mortgages on Units, the Trustees shall give bond or surety or other security for the performance of any of their duties in such amount and with such sureties as may be required by whichever of FNMA, FHLMC or GNMA (or any two or all three) holds such interest. All expenses incident to any such bond shall be charged as a common expense of the Condominium.

Section 3.5 Compensation. No Trustee shall receive remuneration (which term shall not be deemed to include reimbursement for expenses incurred by a Trustee in connection with his duties, which reimbursement shall be permitted and charged as a common expense) for his services unless so provided by a vote of the Unit Owners holding not less than fifty-one percent (51%) of the beneficial interest hereunder and any remuneration so provided shall be from time to time fixed by said Unit Owners and shall be a common expense of the Condominium. With the approval of a majority of the Unit Owners, any Trustee may receive such additional reasonable remuneration for extraordinary or unusual services, legal or otherwise, rendered by him in connection with the trusts thereof, all as shall be from time to time fixed and determined by the Trustees, and such remuneration shall be a common expense of the Condominium. No compensation to Trustees may be voted by the Trustees or the Unit Owners with respect to the period before at least sixty percent (60%) of the Condominium Units shall be held by parties other than the Grantor.

Section 3.6 No Personal Liability. No Trustee hereinbefore named or appointed as hereinbefore provided shall under any circumstances or in any event be held liable or accountable out of his personal assets or be deprived of compensation, if any, by reason of any action taken, suffered or omitted in good faith, or for allowing one or more of the other Trustees to have possession of the trust books or property, or be so liable, accountable or deprived by reason of honest errors of judgment or mistakes of

fact or law or by reason of anything except his own personal and willful malfeasance and defaults.

Section 3.7 Self-Dealing. No Trustee nor Unit Owner shall be disqualified by his office from contracting or dealing directly or indirectly with the Trustees or with one or more Unit Owners as vendor (including, but not limited to, a Manager or Management Company), purchaser or otherwise because of his, the Trustees' or any Unit Owner's interest in any corporation, firm, trust, partnership or other organization connected with such contracting or dealing, nor shall any such dealing, contract or arrangement entered into in respect of this Trust in which any Trustee or Unit Owner shall be in any way interested be avoided nor shall any Trustee or Unit Owner so dealing or contracting or being so interested be liable to account for any profit realized by any such dealing, contract or arrangement by reason of such Trustee's holding office or of the fiduciary relation hereby established, or by reason of such Unit Owner's status, provided the Trustee or Unit Owner shall act in good faith and shall, upon request of any Unit Owner or Trustee, disclose the nature of his interest before the dealing, contract or arrangement is entered into.

Section 3.8 Indemnity. The Trustees and each of them shall be entitled to indemnity both out of the trust property and by the Unit Owners against any liability incurred by said Trustee(s) in the execution of the said Trustee(s) duties hereunder, including without limiting the generality of the foregoing, liabilities in contract and in tort and liabilities for damage, penalties and fines all as provided in Chapter 183A. However, nothing in this paragraph shall be deemed to limit in any respect the powers granted to the Trustee in this instrument.

ARTICLE IV

Beneficiaries and the Beneficial Interest in the Trust

Section 4.1 Percentage Interest. The cestuis que trustent shall be the Unit Owners of the Condominium. The beneficial interest in the Trust hereunder shall be divided among the Unit Owners in the percentages of undivided beneficial interest appertaining to the Units as set forth in the Master Deed concerning the ~~Seville~~ Condominium, of even date herewith and recorded herewith.

Section 4.2 Vote as a Unit. The beneficial interest appertaining to each Unit shall be held and exercised as a Unit and

shall not be divided among several owners of any such Unit. To that end, whenever any of the Units is owned of record by more than one person, the several owners of such Unit shall (a) determine and designate which one of such owners shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the rights appertaining to such Unit hereunder, and (b) notify the Trustees of such designation by a notice in writing signed and acknowledged by all of the record owners of such Unit. Any such designation shall take effect upon receipt by the Trustees and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the Trustees may designate any one such owner for such purposes.

ARTICLE V

By-Laws

The provisions of this Article V shall constitute the By-Laws (the "By-Laws") of this Trust and the organization of Unit Owners established hereby and shall be applicable to the Property of the Condominium and to the use and occupancy thereof. The term "Property" as used herein shall include the land, the buildings and all other improvements thereon including the Units and Common Areas and Facilities, owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of said Chapter 183A. The provisions of these By-Laws shall automatically become applicable to property which may be added to the Condominium upon the recording of an amendment to the Master Deed submitting such additional property to the provisions of Chapter 183A.

All present and future owners, mortgagees, lessees and occupants of Units and their employees, and any other persons who may use the facilities of the Property in any manner are subject to these By-Laws, the Master Deed, the rules and regulations and all covenants, agreements, restrictions, conditions, easements and declarations of record "(Title Conditions)". The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a Unit shall constitute an agreement that these By-Laws, the rules and regulations, the provisions of the Master Deed, as they may be amended from time to time and the Title Conditions are accepted, ratified and will be complied with.

Title to Units may be taken in the name of an individual or in the names of two (2) or more persons, as tenants in common or

as joint tenants or as tenants by the entirety, or in the name of a corporation or partnership, or in the name of a fiduciary.

Section 5.1 Powers of the Trustees. The Trustees shall have the powers necessary for the administration of the affairs of the Condominium and may do all such acts and things in connection therewith except as by law or by the Master Deed or by these By-Laws may not be delegated to the Trustees. The powers and duties of the Trustees shall include, but shall not be limited to, the following, all of which shall be exercised subject to the provisions of these By-Laws:

- (a) Operation, care, upkeep, management, leasing and maintenance of the Common Areas and Facilities of the Condominium or any part thereof;
- (b) Owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to or purchased by them as a result of enforcement of the lien for common expenses, action under Chapter 183A, Section 17 and 18, or otherwise;
- (c) Conducting litigation and being subject to suit as to any course of action involving the Common Areas and Facilities or arising out of the enforcement of these By-Laws, any and all rules and regulations of the Trustees or restrictions in the Master Deed or Unit Deeds;
- (d) Determination and budgeting of the common expenses required for the affairs of the Condominium and Trust, including, without limitation, the operation and maintenance of the Property;
- (e) Collection of the common charges (which for the purpose of these By-Laws shall mean such portion of the common expenses as are payable by the respective Unit Owners) from Unit Owners;
- (f) Employment and dismissal of the personnel necessary for the maintenance and operation of the Common Areas and Facilities;
- (g) Opening and utilizing bank accounts on behalf of the Trust and designating the signatories required therefor;

- (h) Obtaining of insurance pursuant to the provisions of these By-Laws;
- (i) Making of repairs, additions and improvements to or alterations of the Property and repairs to and restoration of the Property in accordance with the other provisions of these By-Laws, after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings;
- (j) Incurring obligations and paying, compromising or adjusting all obligations incurred and rights acquired in the administration of the Trust;
- (k) Adoption and amendment of rules and regulations covering the details of the operation and use of the Common Areas and Facilities;
- (l) Obtaining advice of counsel and relying thereon, and employing, appointing and removing such other persons, agents, managers, officers, brokers, engineers, architects, employees, servants and assistants as they shall deem advisable, and defining their respective duties and fixing their pay and compensation; provided, however, that no Trustee shall be held personally liable for the act or default of any such person; and
- (m) Generally, in all matters not herein otherwise specified, or otherwise prohibited or limited by this Trust, to control, to do each and every thing necessary, suitable, convenient, or proper for the accomplishment of any of the purposes of this Trust or incidental to the powers granted herein or in said Chapter 183A, to manage and dispose of the trust property as if the Trustees were the absolute owners thereof and to do any and all acts, including the execution of any instruments, which by their performance thereof shall be shown to be in their judgment for the best interest of the Unit Owners.

Section 5.2 Maintenance and Repair of Units. The Unit Owners shall be responsible for the proper maintenance and repair of their respective Units as defined in the Master Deed, and the maintenance, repair and replacement of utility fixtures therein exclusively serving the same, including, without limitation, interior finish walls, ceilings, and floors; windows and the interior portions of window frames and interior window trim; doors, the interior portions of

door frames and interior door trim; plumbing and sanitary waste fixtures and fixtures for water and other utilities; electric fixtures and outlets; air conditioning units; and all wires and pipes, drains and conduits for water, sewerage, electric power and light, telephone, and any other utility services (except the television antenna system, which shall be maintained and repaired by the Trustees pursuant to Section 5.3 hereof) which are contained in and exclusively servicing such Unit. In addition, each Unit Owner shall be responsible for the proper maintenance and repair of any portion of the Common Areas and Facilities which the Unit Owner is entitled to use on an exclusive basis. Notwithstanding the provisions of Sections 5.3, 5.4 and 5.5 below, the cost in excess of available insurance proceeds, of restoring or repairing any damage to any Unit or the Common Areas and facilities which is caused by the failure of a Unit Owner to so maintain his Unit shall be charged solely to such Unit Owner. If the Trustees shall at any time in their reasonable judgment determine that any Unit is in such need of maintenance or repair that the market value of one or more other Units or any other part of the Premises is being adversely affected or that the condition of any Unit or any fixtures, furnishings, facilities or equipment therein is hazardous to any Unit or the occupants thereof, the Trustees may in writing request the Unit Owner in question to perform the needed maintenance, repair or replacement or to correct the hazardous condition. In case such work shall not have been commenced within fifteen (15) days (or such reasonable shorter period in case of emergency as the Trustees shall determine) of such request and thereafter diligently completed, the Trustees shall be entitled to have the work performed for the account of such Unit Owner and to enter upon and have access to such Unit for that purpose. The cost of such work as is reasonably necessary therefor shall be charged to the Unit Owner thereof.

Section 5.3 Maintenance and Repair of Common Areas and Facilities and Assessment of Common Expenses Thereof. The Trustees shall be responsible for arranging for the proper maintenance and repair of the Common Areas and Facilities and may do so through the Manager, as hereinafter provided, or any other(s) who may be so designated by the Trustees. The Trustees may approve payment of vouchers for such work, and the expenses of such maintenance and repair shall be assessed to the Unit Owners as common expenses of the Condominium at such times and in such amounts as provided in Section 5.4.

Section 5.4 Common Expenses, Profits and Funds.

A. The Unit Owners shall be liable for common expenses and entitled to common profits of the Condominium in proportion to their respective percentages of beneficial interest as set forth in Article IV hereof. The Trustees may at any time or times distribute common

profits among the Unit Owners in such proportions as well. The Trustees shall set aside from regular monthly payments by Unit Owners common funds of the Condominium as reserve or contingent funds for replacement of the common elements and other purposes and may, to the extent consistent with these purposes, use the funds so set aside for reduction of indebtedness or other lawful capital purpose, or, subject to the provisions of the following Paragraphs B and C of this Section and subject to the provisions of Chapter 183A, Sections 17 and 18, for repair, rebuilding or restoration of the Common Areas and Facilities or for improvements thereto, and the funds so set aside shall not be deemed to be common profits avail for distribution.

B. At least thirty (30) days prior to the commencement of each fiscal year of this Trust (or in the case of the first fiscal year of this Trust, not later than ninety (90) days after the commencement of that fiscal year), the Trustees shall estimate the common expenses expected to be incurred during such fiscal year together with a reasonable provision for contingencies and reserves, and after taking into account any undistributed common profits from prior years, shall determine the assessment to be made for such fiscal year. The Trustees shall promptly render statements to the Unit Owners for their respective shares of such assessment, according to their percentages of beneficial interest in the Common Areas and Facilities, and the amount shown on such statement shall, unless otherwise provided therein, be due and payable within thirty (30) days after the same is rendered. In the event an annual assessment is not made as above required, an assessment shall be presumed to have been made in the amount of the last prior assessment. In the event that the Trustees shall determine at any time during any fiscal year that the assessment so made is less than the common expenses actually incurred, or in the reasonable opinion of the Trustees, likely to be incurred, or in the event that the Trustees shall determine that it is advisable to establish a reserve or other fund for projected capital or other expenditures or otherwise, the Trustees may make one or more supplemental assessments and render such statements as they may deem necessary therefor in the manner aforesaid, and the amount shown in such statements shall be payable and take effect as aforesaid. The Trustees shall, so far as reasonably possible, provide for payments of statements in monthly, substantially equal, installments. The amount of each such statement, together with interest on that amount, if that amount is not paid when due (at a rate equal to The First National Bank of Boston's, or its successor's large business prime rate, in effect at the time of said statement, for short-term loans to large businesses with the highest credit standing, and in the

absence of such prime rate, at a rate equal to 18% per annum) shall constitute a lien on the Unit of the Unit Owner assessed, all pursuant to provisions of Chapter 183A, Section 6.

C. No Unit Owner shall be liable for the payment of any part of the common charges assessed against his Unit subsequent to a sale, transfer or other conveyance by him of such Unit. In addition, any Unit Owner may, subject to the terms and conditions specified in these By-Laws, provided that his Unit is free and clear of liens and encumbrances other than the statutory lien for unpaid common charges, convey his Unit to the Trustees and in such event be exempt from common charges thereafter assessed. A purchaser of a Unit shall be liable for the payment of common charges assessed and unpaid against such Unit prior to the acquisition by him of such Unit, except that a purchaser of a Unit at a foreclosure sale of such Unit or any first mortgagee who comes into possession of the Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage or deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

D. In the event of default by any Unit Owner in paying to the Trustees the common charges, such Unit Owner shall be obligated to pay all expenses, including attorneys' fees, incurred by the Trustees in any proceeding brought to collect such unpaid common charges. The Trustees shall have the right and duty to attempt to recover such common charges, together with interest thereon, and the expenses of the proceedings, including attorneys' fees, in an action to recover the same brought against such Unit Owner, or by foreclosure of the lien on such Unit as provided in Section 6 of Chapter 183A.

E. After a successful action brought by the Trustees to foreclose a lien on a Unit because of unpaid common charges, a Unit Owner allowed by the Trustees to remain in his Unit for a period of time may, at the option of the Trustees, be required to pay a reasonable rental for the use of his Unit. The plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Trustees acting on behalf of all Unit Owners, shall have power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage (but not to vote the votes appurtenant thereto), convey or otherwise deal with the same. A suit to recover a money judgment for

unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same.

F. The Trustees shall expend common funds only for common expenses and other purposes permitted hereby and by the provisions of Chapter 183A.

Section 5.5 Rebuilding, Restoration and Condemnation.

A. In the event of damage to or destruction of the Common Areas and Facilities of the Condominium as a result of fire or other casualty (unless the loss to the Common Areas and Facilities exceeds ten percent (10%) of the value of the Property prior to the casualty and seventy-five percent (75%) or more of the Unit Owners do not agree to proceed with the repair or restoration as provided by Paragraph B of this Section) or in the event of damage to or destruction of any Unit as a result of fire or other casualty, whether or not the Common Areas and Facilities have been damaged or destroyed (unless Paragraph E of this Section is applicable), the Insurance Trustees designated hereinbelow shall promptly adjust and collect the loss, arrange for the prompt repair or restoration of the same, and disburse the proceeds of all insurance policies in payment of all costs and expenses actually incurred in connection with such repair or restoration in appropriate progress payments and with appropriate retainage.

B. In the event that the total cost of repair or restoration as estimated on the basis of an independent appraisal, or as determined during the course of repair or restoration, exceeds the total sum of available insurance proceeds, then the Insurance Trustee shall allocate the available proceeds between (1) Common Areas and Facilities and (2) Units (or Unit) in proportion to the estimated cost of repairing or restoring each, and shall assess, levy or charge all Unit Owners, as a common expense, the amount estimated to repair or restore the Common Areas and Facilities in excess of the insurance proceeds available therefor and shall assess, levy or charge the Owner(s) of a Unit in which a loss has occurred for the amount estimated to repair or restore said Unit or Units in excess of the insurance proceeds available therefor.

C. The Trustees may perform emergency work essential to the preservation and safety of the Property or the safety of persons, or required to avoid the suspension of any essential service to the Condominium, without having first adjusted the loss or obtained proceeds of insurance.

D. If there shall have been a repair or restoration pursuant to the foregoing and the amount of insurance proceeds shall have

exceeded the cost of such repair or restoration, then the excess of such insurance proceeds, if any, shall be added to the Condominium's reserve fund or shall be, at the option of the Trustees, divided among the Unit Owners in proportion to their respective interests in the Common Areas and Facilities.

E. If a loss to the Common Areas and Facilities due to a casualty exceeds ten percent (10%) of the value of the Condominium and if within one hundred twenty (120) days of the date of such loss, seventy-five percent (75%) or more of the Unit Owners do not agree to proceed with repair or restoration, a Unit Owner's proportionate share of the insurance proceeds with respect to the Common Areas and Facilities, together with the portion of the insurance proceeds allocated to any Unit as a result of a loss to such Unit due to the casualty shall, to the extent permitted by law, be paid first to the holder of the first mortgage of such Unit, if any, up to, but not in excess of, the then principal balance secured thereby and any accrued interest and other charges then due the holder of the first mortgage, and thereafter to the Unit Owners, and the Condominium shall be subject to partition and net proceeds of a partition sale together with common funds of the Trust (adjusted for insurance proceeds paid or payable to mortgagees as aforesaid) shall be divided all as provided by law, distribution thereof to be made first to the holders of the first mortgages on Units, if any, to the extent of the amounts respectively secured thereby, and thereafter to the Unit Owners.

F. If more than ten percent (10%) of the Condominium is taken under any power of eminent domain, the taking shall be treated as a "casualty loss", and the provisions of Section 17 of Chapter 183A shall apply. Where one or more Units have been substantially altered or rendered uninhabitable as a result of a partial taking, and the Unit Owners vote to restore and continue the Condominium pursuant to the provisions of Section 17 of said Chapter 183A, the Trustees shall have the authority to acquire the remaining portions of such Units, for such price as the Trustees shall determine, provided that any Unit Owner of such remaining portion who does not agree with such determination may apply to the Superior Court on such notice to the Trustees as the Court shall direct, for an order directing the purchase of such remaining portion at the fair market value thereof as approved by the Court. Where as a result of a partial taking any Unit is decreased in size or where the number of Units is decreased by a partial taking, then the Trustees may make such provision for realignment of the percentage interests in the Common Areas and Facilities as shall be just and equitable.

In the event of a total or partial taking under the powers of eminent domain, the Unit Owners shall be represented by the Condominium acting through the Trustees. In the event of a partial taking, the award shall be allocated among the affected Units according to their appurtenant undivided interests in the Common Areas and Facilities, and paid first to the extent permitted by law, to the holder(s) of the first mortgage of such Unit(s), if any, up to, but not in excess of, the then principal balance secured thereby and any accrued interest and other charges then due the holder(s) of the first mortgage. In the case of a total taking of all Units and the Common Areas and Facilities, the entire award shall be payable to the Trustees to be allocated among the Units according to their appurtenant undivided interests in the Common Areas and Facilities, and paid first to the extent permitted by law, to the holder(s) of the first mortgage of such Unit(s), if any, up to, but not in excess of, the then principal balance secured thereby and any accrued interest and other charges then due the holder(s) of the first mortgage. As to any portion or portions of any award which are attributable to direct or consequential damages suffered by particular Units, they shall be payable to the owners of such particular Units and their mortgagees, as their interests may appear.

Section 5.6 Improvements to Units.

A. No Unit Owner shall make any structural addition, alteration or improvement in or to his Unit without the prior written consent thereto of the Trustees.

B. As to any request for approval pursuant to Paragraph A of this Section 5.6, the Trustees may engage, if they so choose, an architect or engineer or both, if necessary, to review the plans to be attached to said request, and such architect's or engineer's fees shall be paid by the requesting Unit Owner. If the said engineer and/or architect determine that the plans are consistent with the structural integrity and/or design character, as relevant to the particular request, of the Condominium, the Trustees may then, in their sole discretion, approve or disapprove said plans, or approve them subject to certain conditions.

C. Any application to any department of the Town of Stoneham or to any other governmental authority for a permit to make an addition, alteration or improvement in or to any Unit shall be executed by the Trustees without, however, incurring any liability on the part of the Trustees or any of them to any contractor, subcontractor or materialman or any other person on account of such addition, alteration or improvement, or to any person having any

claim for injury to person or damage to property arising therefrom.

D. If the Trustees approve any said request as provided hereinabove, the Unit Owner shall promptly notify the Trustees of the insurable value of said improvement. Such notice shall state in reasonable detail the nature of the improvements and the value thereof. Each Unit Owner shall, upon request by the Trustees, also submit to the Trustees such further information relating to said improvements as the Trustees shall reasonably require.

Section 5.7 Improvements to Common Areas and Facilities.

If and whenever the Trustees shall propose to make any improvement to the Common Areas and Facilities or shall be requested in writing by twenty-five percent (25%) of the Unit Owners to make any such improvement, the Trustees shall submit to all the Unit Owners (a) a form of agreement (which may be in several counterparts) specifying the improvements or improvements proposed to be made and the estimated cost thereof, and authorizing the Trustees to proceed to make the same, and (b) a copy of the provisions of Chapter 183A, Section 18. Upon (1) the receipt by the Trustees of such agreement approved by seventy-five percent (75%) or more of the Unit Owners or (2) the expiration of ninety (90) days after such agreement was first submitted to the Unit Owners, whichever of said events (1) and (2) shall first occur, the Trustees shall notify all the Unit Owners of the percentage of Unit Owners who have then approved such agreement. If such percentage is equal to or exceeds seventy-five percent (75%), the Trustees shall proceed to make the improvements specified in such agreement and, in accordance with said Section 18 of Chapter 183A, shall charge the cost of improvement to all Unit Owners. The agreement so circulated shall also provide that if more than fifty percent (50%) but less than seventy-five percent (75%) of the Unit Owners so approve, the Trustees shall proceed to make such improvement or improvements and shall charge the same to Unit Owners so approving, and the Trustees shall so proceed and so charge.

Section 5.8 Unit Owners. For the purpose of these By-Laws and this Trust instrument, whenever it is herein stated that the approval, agreement, consent or request of a certain percent of the Unit Owners is required, the definition of percentage of Unit Owners set forth in Chapter 183A, Section 1 shall apply.

Section 5.9 Pets. Dogs (which when outside the Unit shall be kept on leashes and shall at all times be maintained under

constant control), cats or other pet animals or birds shall not be kept in any Unit in such number or such type and under any such circumstances as to be noisome or offensive to occupants of other Units. At the sole judgment of the Trustees, exercised in such manner as they may determine, upon complaint made by any Unit Owner as to the noisomeness or offensiveness of any pet, such pet may, upon notice by the Trustees to that effect to the Unit Owner of the Unit in which such pet is being kept, no longer be kept in such Unit.

Section 5.10 Rules, Regulations, Restrictions and Requirements. The Trustees shall have the right (which right shall not be delegated) at any time and from time to time to adopt, amend and rescind administrative rules and regulations governing the details of the operation and use of the Units and the Common Areas and Facilities. The restrictions on and requirements respecting the use and maintenance of the Units and the use of the Common Areas and Facilities are to be consistent with provisions of the Master Deed and are designed to prevent unreasonable interference with the use by the Unit Owners of their Units and of the Common Areas and Facilities. The Trustees shall have the power to enforce these By-Laws and shall have the power to levy fines against the Unit Owners for violations of reasonable rules and regulations established by them to govern the conduct of the Unit Owners. No fine may be levied for more than \$5.00 for any one violation but for each day a violation continues after notice, it shall be considered a separate violation. Collection of fines may be enforced against the Unit Owner or Unit Owners involved as if the fines were common charges owed by the particular Unit Owner or Unit Owners. In the case of persistent violation of the rules and regulations by a Unit Owner, the Trustees shall have the power to require such Unit Owner to post a bond to secure adherence to the rules and regulations.

Section 5.11 Manager. The Trustees may hire or appoint a Manager to administer the Condominium who shall perform such duties in the administration, management and operation of the Condominium, including the incurring of expenses, the making of disbursements and the keeping of accounts as the Trustees shall from time to time determine. However, notwithstanding the appointment of such a Manager, the Trustees shall retain ultimate control over the administration, management and operation of the Condominium. The Trustees or such Manager may appoint, employ and remove such additional agents, attorneys, accountants, or employees as the Trustees or such Manager may from time to time determine. Any agreement for professional management of the Condominium shall be terminable without cause and without incurring payment of a termination fee on ninety (90) days' (or less) written notice. The

term of such agreement shall not exceed three (3) years.

Section 5.12 Insurance.

The Trustee shall obtain and maintain to the extent available the following:

A. A Master Policy covering all of the common elements (except land, foundation, excavation and other items normally excluded from coverage) including fixtures and building service equipment to the extent that they are part of the common elements of the condominium, as well as common personal property and supplies, and other common personal property belonging to the Trust; the master policy shall also include any fixtures, equipment or other property within the units which are customarily considered a part of the unit for mortgage purposes (regardless of whether such property is a part of the common elements).

The Master Policy shall afford protection at least against the following:

- (a) Loss or damage by fire or other perils normally covered by the standard extended coverage endorsement;
- (b) All other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement.

The policy shall be in an amount equal to one hundred (100%) percent of current replacement cost of the condominium, excluded from coverage and shall include, a so-called Replacement Cost Endorsement.

The name insured shall be the Trustees of Seville Condominium Trust for the use and benefit of the individual owners and each first mortgagee, its successors and assigns shall be named in the standard mortgage clause for each unit on which there is such a mortgage.

The policy shall contain a clause which provided that it may not be cancelled or substantially modified without at least ten (10) days prior written notice to the Trust and to each holder of a first mortgage which is listed as a scheduled holder of a first mortgage in the insurance policy.

In addition to the foregoing, the policy shall provide for the following:

(1) recognition of any Insurance Trust Agreement (if any there be); (2) a waiver of the right of subrogation against any unit owners individually; (3) the insurance shall not be prejudiced by any act or neglect of individual unit owners which is not in the control of such owners collectively; and (4) the policy is primary in the event the unit owner has other insurance covering the same loss. (The foregoing is generally referred to as "Special Condominium Endorsement".)

An Agreed Amount and Inflation Guard Endorsement shall be a part of the policy, if available.

B. Liability Insurance for comprehensive general liability insurance coverage covering all of the common areas, public ways of the condominium, and commercial spaces owned by the Trust. Such coverage shall be for not less than \$1,000,000 for bodily injury, including deaths of persons and property damage arising out of a single occurrence, and shall include, without limitation, legal liability of the insureds for property, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the common areas, legal liability arising out of law suits related to employment contracts of the Trust, and shall provide further that such policy or policies may not be cancelled or substantially modified by any party without at least ten (10) days' prior written notice to the Trust or and to the holders of first mortgages which are listed as scheduled holders of first mortgages in the insurance policy.

C. Fidelity Bonds in blanket form for all officers, directors trustees and employees of the Trust and all other persons handling or responsible for funds of or administered by the Trust and if the Trust has delegated some or all of the responsibility for the handling of funds to a management agent, then such bonds shall cover the officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Trust. The total amount of fidelity bond coverage shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Trust or the management agent, as the case may be, at any given time during the term of such bond, and in any event the aggregate amount shall not be less than a sum equal to three (3) months' aggregate assessments on all units plus reserve funds.

- (1) the fidelity bonds shall name the Trust as an obligee;
- (2) the bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions, and;
- (3) the bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium without at least ten (10) days' prior written notice to the Trust and to the holders of first mortgages which are listed as scheduled holders of first mortgages in the insurance policy.

D. Construction Code Enforcement (such as a Demolition Cost Endorsement, a Contingent Liability from Operation of Building Loans Endorsement and an Increased Cost of Construction Endorsement if the Condominium is or becomes subject to a construction code provision) which would become operative and require changes to undamaged portions of the buildings.

Section 5.13 Meetings.

A. There shall be an annual meeting of Unit Owners on the second Monday of the fourth month following the close of the fiscal year of the Trust, at 7:30 p.m. at the Condominium. The Trustees shall give written notice thereof to the Unit Owners at least seven (7) days prior to said date. Special meetings (including a meeting in lieu of passed annual meeting) of the Unit Owners may be called at any time by the Trustees and shall be called by them upon the written request of Unit Owners holding more than twenty-five percent (25%) of the beneficial interest hereunder. Written notice of any such special meeting designating the place, day and hour thereof shall be given by the Trustees to the Unit Owners at least seven (7) days prior to the date so designated. The Trustees shall give written notice of meetings to the holders of first

mortgages who request in writing such notice. The Trustees shall give written notice of meetings to the holders of first mortgages who request in writing such notice. At the annual meeting of Unit Owners, a quorum shall be required to conduct business which shall consist of Unit Owners holding not less than fifty-one (51%) percent of the beneficial interest hereunder. A majority of the quorum shall be required for all actions taken by Unit Owners except the election of Trustees, which procedure is governed by Section 3.1 hereinabove, and except for any other actions as to which different requirements are specifically provided for by law or in the Master Deed, Trust or By-Laws.

B. The Trustees shall meet annually on the date of the annual meeting of the Unit Owners and at such meeting may elect a Chairman, Treasurer and Secretary, and may elect any other officers they deem expedient. Other meetings may be called by any Trustee; provided, however, that written notice of each such other meeting stating the place, day and hour thereof shall be given at least two (2) days before such meeting to each Trustee. A majority of the number of Trustees then in office shall constitute a quorum at all meetings, and such meetings shall be conducted in accordance with such rules as the Trustees may adopt.

Section 5.14 Notices to Unit Owners. Every notice to any Unit Owner required under the provisions hereof, or which may be deemed by the Trustees necessary or desirable in connection with the execution of the Trust or which may be ordered in any judicial proceeding shall be deemed sufficient and binding if a written or printed copy of such notice shall be given by one or more of the Trustees to such Unit Owner by leaving such notice, or mailing it postage prepaid and addressed to such Unit Owner, at his address at the Condominium, unless such Unit Owner has designated in writing to the Trustees some other address for the receipt of notices, at least seven (7) days prior to the date fixed for the happening of the matter, thing or event of which such notice is given.

Section 5.15 Inspection of Books; Reports to Unit Owners. Books, accounts and records of the Trustees and of the organization to Unit Owners shall be open to inspection to any one or more of the Trustees, to the Unit Owners and to first mortgagees at all reasonable times. The Trustees shall, as soon as reasonably possible after the close of each fiscal year, or more often

if convenient to them, submit to the Unit Owners a report of the operations of the Trustees for such year, which report shall include financial statements in such summary form and in only such detail as the Trustees shall deem proper. Any person who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees given by registered mail within a period of three (3) months of the date of the receipt by him shall be deemed to have assented thereto. In addition, if FNMA, FHLMC or GNMA holds any interest in one or more mortgages on Units, such annual financial statement shall be audited by and contain the certification of a public accountant if required by whichever of FNMA, FHLMC or GNMA (or two or all three) holds such interest, and the cost of such audit and certification is to be paid by the Trustees as a common expense.

Section 5.16 Checks, Notes, Drafts and Other Instruments. Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the Trustees or of the Trust may be signed by any Trustee or by any Manager to whom such power may at any time or from time to time be delegated by not less than a majority of the Trustees.

Section 5.17 Fiscal Year. The fiscal year of the Trust shall be each calendar year ending December 31 or such other date as may from time to time be determined by the Trustees.

Section 5.18 Sale or Lease of Units. A Unit Owner may assign, lease, sell or otherwise transfer all of his interest in his Unit(s), together with: (i) the undivided interest in the Common Areas and Facilities appurtenant thereto; (ii) the exclusive easement of such Unit Owner, if any, to use an appurtenant automobile parking space and storage locker; (iii) the interest of such Unit Owner in any Units theretofore acquired by the Trustee or its designee, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; and (iv) the interest of such Unit Owner in any other assets of the Condominium (hereinafter collectively called the "Appurtenant Interests") in the manner set forth below:

- (a) Any deed to a purchaser or lease to a lessee shall provide that the acceptance thereof shall constitute an assumption of the provisions of the Master Deed, the Trust, the By-Laws and the rules and regulations, as the same may be amended from time to time. Any such lease shall be consistent with these By-Laws and shall provide that the Trustees shall have power

to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of default by the tenant in the performance of such lease, or in the event of the creation, continuance or sufferance of a nuisance in or about the Premises.

- (b) No Unit Owner shall execute any deed, lease, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, lease, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein, except as provided in Section 5.25 herein. No part of the Appurtenant Interests of any Unit may be sold, leased, transferred or otherwise disposed of, except as part of a sale, lease, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, lease, transfer or other disposition of such part of the Appurtenant Interests of all Units, except as provided in Section 5.25 herein.
- (c) Acquisition of Units by the Trustees for the Trust may be made from the working capital and common charges in the hands of the Trustees, or if such funds are insufficient, the Trustees may levy an assessment against each Unit Owner in proportion to his ownership in the Common Areas and Facilities, as a common charge, or the Trustees, in their discretion, may borrow money to finance the acquisition of such Unit, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit, together with the Appurtenant Interests, so to be acquired by the Trustees.

Section 5.19 Determining Fair Market Value. In the event that the fair market value of a Unit or of the Condominium must be ascertained pursuant to Chapter 183A, Section 17 or Section 19, said value(s) shall be determined by a board consisting of one member chosen by the dissenting Unit Owner, one member chosen by the organization of Unit Owners acting through the Trustees

hereunder and one member chosen by the two members so selected. The board shall have the right to seek the assistance of a professional real estate appraiser in making their determination, and the cost of his services shall constitute a common charge to all Unit Owners. However, the members of the board shall receive no compensation for their services, although they shall be reimbursed for their reasonable expenses which shall constitute common charges to all Unit Owners. The determination of value by the Board shall be binding upon all parties.

Section 5.20 Restriction on Use of Units and Common Areas, and Facilities.

A. In order to provide for congenial occupancy of the property and for the protection of the values of the Units, the use of the property shall be restricted to the uses and purposes set forth in the Master Deed of the Condominium.

B. The Common Areas and Facilities shall be used only for the purposes for which they are reasonably suited and which are incident to the use and occupancy of Units.

C. No nuisance shall be allowed on the Premises nor shall any use or practice be allowed which is a source or annoyance to its occupants or which interferes with the peaceful possession or proper use of the Premises by its occupants.

D. No offensive or unlawful use shall be made of the Premises or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Unit Owner or the Trustees, whichever shall have the obligation to maintain or repair such portion of the Premises.

E. No portion of a Unit (other than the entire Unit) may be rented, and no transient may be accommodated therein.

F. A Unit Owner shall not place or cause to be placed in the lobbies, vestibules, public halls, stairways or other Common Areas and Facilities, any furniture, packages or objects of any kind unless said Unit Owner has the permission of the Trustees to do so. The public halls and stairways shall be used for no purpose other than for normal transit through them.

G. No sign, plaque or communication of any description shall be placed in the window of or on the exterior of any Unit or Common Areas or Facilities by a Unit Owner without the prior written reasonable approval of the Trustees.

Section 5.21 Water Charges. Water shall be supplied to all of the Units and the Common Areas and Facilities through one or more building meters and the Trustees shall pay, as a common expense, all charges for water consumed on the Premises, including the Units, promptly after the bills for the same shall have been rendered. In the event of a proposed sale of a Unit by the owner thereof, the Trustees, on request of the selling Unit Owner, shall execute and deliver to the purchaser of such Unit or to such person as the purchaser may designate, a letter agreeing to pay all charges for water affecting the Premises as of the date of closing of title to such Unit promptly after such charges shall have been billed.

Section 5.22 Electricity. Electricity shall be supplied by the public utility company serving the area directly to each Unit through a separate meter and each Unit Owner shall be required to pay the bills for electricity consumed or used in his Unit. The electricity serving the Common Areas and Facilities shall be separately metered, and the Trustees shall pay all bills for electricity consumed in such portions of the Common Areas and Facilities as a common expense.

Section 5.23 Heat.

Section 5.24 Mortgages.

A. Notice to Trustees. A Unit Owner who mortgages his Unit shall notify the Trustees of the name and address of his mortgagee; the Trustees shall maintain such information in a separate book.

B. Notice of Unpaid Common Charges or Other Default. The Trustees, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid common charges due from, or any other default by, the owner of the mortgaged Unit if any such default is not cured within thirty (30) days of default.

C. Unless at least seventy-five percent (75%) of the first mortgagees (based upon one vote for each first mortgage owned) of Condominium Units have given their prior written approval, the

Trustees (acting in their capacity as Trustees) shall not be entitled to:

- (1) by act or omission, seek to abandon or terminate the Condominium regime;
- (2) change the pro rata interest or obligations of any Condominium Unit for (i) purposes of levying assessments or charges or allocating distribution of hazard insurance proceeds or condemnation awards and for (ii) determining the pro rata share of ownership of each Unit in appurtenant real estate and any improvements thereon which are owned by the Unit Owners in the Condominium project in undivided pro rata interests ("Common Elements");
- (3) partition or subdivide any Condominium Unit;
- (4) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer (except by lease) the Common Elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium project shall not be deemed a transfer within the meaning of this Section;
- (5) use hazard insurance proceeds for losses to any Condominium Property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the Units and/or Common Elements of the Condominium;
- (6) provided further, however, that if FNMA holds any interest in one or more mortgages of Units, the prior written approval of all holders of first mortgages must be obtained for the following:
 - (i) the abandonment of the condominium status of the Condominium except for abandonment provided by statute in case of substantial loss to the Units and Common Areas and Facilities;
 - (ii) the partition or subdivision of any Unit or of the Common Areas and Facilities;

- (iii) a change in the beneficial interest of any individual Unit.

D. All taxes, assessments and charges which may become liens prior to a first mortgage on a Unit under local law shall relate only to the individual Units and not the Condominium as a whole.

E. The Trustees shall give written notice to all mortgagees listed with the Trust of any loss to, or taking of, the Common Areas and Facilities of the Condominium if such loss or taking exceeds \$10,000., and in addition, if the loss or taking to any Unit exceeds \$10,000., then the Trustees shall give written notice of such loss or taking to the mortgagees listed as holding mortgages on that Unit. In addition, if FNMA, FHLMC or GNMA (or two or all three) holds any interest in one or more mortgages on Units, then whenever any Unit and/or the Common Areas and Facilities sustain loss as described herein, the Trustees shall give written notice of such loss to such persons or entities as may be required, whichever of FNMA, FHLMC or GNMA (or two or all three) holds such interest.

Section 5.25 Automobile Parking Spaces.

A. In addition to the easement for the permanent and exclusive use of the one parking space appurtenant to each Unit, Unit Owners may, to the extent available, purchase an easement for the exclusive use of an additional parking space or spaces in the parking area on the Premises ("Additional Parking Space(s)"). Such easements shall be appurtenances to the Unit(s) owned by such Unit Owner(s). An easement to use no less than one parking space shall be appurtenant to each Unit. Any Unit Owner may, by written instrument, in a form prescribed by the Trustees, acknowledged and recorded in the Registry of Deeds, assign his rights under the easement for the use of the Additional Parking Space(s) appurtenant to his Unit to another Unit Owner to be appurtenant to another Unit in the Condominium owned by such assigns.

B. Any Unit Owner may contract with another Unit Owner or with a person who is not a Unit Owner to lease the easement for the exclusive use of the Additional Parking Space(s) appurtenant to his Unit on terms and conditions in the discretion of said Unit Owner.

C. Notwithstanding the foregoing, the Trustees may adopt rules and regulations with regard to the use of the parking facilities with a view toward maintaining the security of the Premises

and avoiding interference with the use by other Unit Owners of the parking or other common facilities or of the Units, which rules and regulations may provide, without limiting the generality of the foregoing, for the regulation or prohibition of the leasing of the easement for the use of Additional Parking Space(s) pursuant to Paragraph B herein.

ARTICLE VI

Rights and Obligations of Third
Parties Dealing with the Trustees

Section 6.1 No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear of record in the Registry of Deeds shall be bound to ascertain or inquire further as to the identity of said Trustees or of any changes therein. The receipts of the Trustees, or any one or more of them, for moneys or things paid or delivered to them or him shall be effectual discharges therefrom to the persons paying or delivering the same and no person from whom the Trustees, or any one or more of them, shall receive any money, property or other credit shall be required to see to the application thereof. No purchaser, mortgagee, lender or other person dealing with the Trustees or with any real or personal property which then is or formerly was trust property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge or charge is herein authorized or directed, nor otherwise as to the purpose or regularity of any of the acts of the Trustees, or any one or more of them, purporting to be done in pursuance of any of the provisions or powers herein contained, nor as to the regularity of the resignation or appointment of any Trustee.

Section 6.2 No recourse shall at any time be had under or upon any note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees or by any agent or employee of the Trustees, or by reason of anything done or omitted to be done by or on behalf of them or any of them, against the Trustees individually, or against any such agent or employee, or against any beneficiary, either directly or indirectly, by legal or equitable proceeding, or by virtue of any suit or otherwise, and all persons extending credit to, contracting with or having any claim against the Trustees, shall look only to the trust property for payment under contract or claim, or for the payment of any debt, damage, judgment or decree, or of any money that may

otherwise become due or payable to them for the Trustees, so that neither the Trustees nor the beneficiaries, present or future, shall be personally liable therefor; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of Unit Owners under provisions of Chapter 183A.

Section 6.3 Every note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees, or by any agent or employee of the Trustees, shall be deemed to have been entered into subject to the terms, conditions, provisions and restrictions hereof, whether or not express reference shall have been made to this instrument.

Section 6.4 Any certificate signed by two Trustees in office at the time or if only one Trustee is in office, signed by such Trustee setting forth as facts any matters affecting the Trust, including statements as to who are the beneficiaries, as to who are Trustees, as to what action has been taken by the beneficiaries or the Trustees and as to matters determining or relating to the authority of the Trustees to do any act or as to any other matters germane to the affairs of the Trust, when duly acknowledged and recorded with the Registry of Deeds shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees, acting in reliance thereon.

ARTICLE VII

Amendment and Termination

Section 7.1 The Trustees, with the consent in writing of Unit Owners holding not less than seventy-five percent (75%) of the beneficial interest hereunder may at any time and from time to time terminate (subject to the provisions of Section 5.24, Paragraph C hereinabove), amend, alter, add to, or change this Declaration of Trust in any manner or to any extent, the Trustees first, however, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided always, however, that no such amendment, alteration, addition or change (a) according to the purport of which the percentage of the beneficial interest hereunder of any Unit Owner would be altered or in any manner or to any extent modified or affected so as to be different from the percentage of the individual interest of such Unit Owner in the Common Areas and Facilities as set forth

in the Master Deed which has not been approved by every Unit Owner (except pursuant to Section 5.5, Paragraph F), or (b) which would impair the security of a first mortgage of record on a Unit which has not been assented to by the holder(s) thereof, or (c) which would render this Trust contrary to or inconsistent with any requirements or provisions of Chapter 183A, shall be valid or effective. Any amendment, alteration, addition or change pursuant to the foregoing provisions of this paragraph shall become effective upon the recording with the Registry of Deeds of an instrument of amendment, alteration, addition or change, as the case may be, signed, sealed and acknowledged by a majority of the Trustees then in office, setting forth in full the consent of the Unit Owners herein required to consent thereto. Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with all prerequisites to the validity thereof, whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons, and for all other purposes. Nothing in this paragraph contained shall be construed as making it obligatory upon the Trustees to amend, alter, add to or change the Declaration of Trust upon obtaining the necessary consent(s) as hereinbefore provided.

Section 7.2 The Trust hereby created shall terminate only upon the first to occur of the following:

(a) the removal of the Condominium from the provisions of Chapter 183A in accordance with the procedure therefor set forth in Section 19 of Chapter 183A (subject to the provisions of Section 5.24, Paragraph C hereinabove),
or

(b) as provided in Section 7.1 hereof.

Section 7.3 Upon the termination of this Trust, the Trustees may, subject to and in accordance with provisions of Chapter 183A, sell and convert into money the whole of the trust property or any part or parts thereof, and, after paying or satisfying all known liabilities and obligations of the Trustees and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind, all other property then held by them in trust hereunder, to the Unit Owners as tenants in common, according to their respective percentages of beneficial interest hereunder. All valuations made by the Trustees shall be conclusive. In making any sale under this provision, the Trustees shall have power to sell by public

auction or private contract and to buy in or rescind or vary any contract of sale and to resell without being answerable for loss and, for said purposes, to do all things, including the execution and delivery of instruments, as may be their performance thereof be shown to be in their judgment necessary or desirable in connection therewith. The powers of sale and all other powers herein given to the Trustees shall continue as to all property at any time remaining in their hands or ownership, even though all times herein fixed for distribution of trust property may have passed.

ARTICLE VIII

Construction, Interpretation and Waiver

Section 8.1 In the construction hereof, whether or not so expressed, words used in the singular or in the plural respectively include both the plural and the singular, words denoting males include females and words denoting persons include individuals, firms, associations, companies (joint stock or otherwise), trusts and corporations unless a contrary intention is to be inferred from them or required by the subject matter or context. The title headings of different parts hereof are inserted only for the convenience of reference and are not to be taken to be any part hereof nor to control or affect the meaning, construction, interpretation or effect hereof. All the trusts, powers and provisions herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts. Unless the context otherwise indicates, words defined in Chapter 183A shall have the same meaning herein and to the extent of any conflict between the same meaning herein and to the extent of any conflict between the terms hereof and the requirements of said Chapter 183A, the latter shall govern. The invalidity of any part of this Trust or By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of this Trust or By-Laws. No restriction, condition, obligation or provision contained in this Trust or By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

ARTICLE IX

Assignment by Unit Owner of Rights and Options

Section 9.1 The right of any Unit Owner to vote, to grant or withhold any consent or approval, and to exercise any other

right or option herein granted to a Unit Owner, may be assigned or transferred in writing to or restricted in favor of, any mortgagee of a mortgage covering that Owner's Unit, and the Trustees and all other persons shall be bound by any such assignment or transfer of which they have actual written notice.

IN WITNESS WHEREOF, said STONEHAM CONSTRUCTION, INC., as Trustees as aforesaid, have hereunto set their hands and seals on the day and year first hereinabove set forth.

STONEHAM CONSTRUCTION, INC.

By

MIKE STASINOS, PRES. & TREAS.

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

1982

Then personally appeared the above-named Mike Stasinos, President and Treasurer as aforesaid, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Stoneham Construction, Inc., before me,

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SEVILLE CONDOMINIUM TRUST

Amendment To
Declaration of Trust

12/16/85 03:54 1R 713 RE 22.00

We, the undersigned, being (a) all of the Trustees of the Seville Condominium Trust under Declaration of Trust dated August 10, 1982 and recorded in the Middlesex South District Registry of Deeds in Book 14695 at Page 60.92 and (b) Unit Owners of the Seville Condominium, a condominium created by Master Deed dated August 10 1982 and recorded in the Middlesex South District Registry of Deeds in Book 14695 at Page 60, holding not less than seventy-five (75%) percent of the beneficial interest in the Seville Condominium Trust, do hereby amend Article III ("The Trustees") of said Declaration of Trust of the Seville Condominium Trust by adding the following new Section 3.1.1 after Section 3.1 ("Number and Vacancy") of said Article III:

"Section 3.1.1 Staggered Terms.

Notwithstanding the provisions of Section 3.1 of this Article III, at the Annual Meeting of the Unit Owners to be held in calendar 1985, the number of Trustees to be elected shall be five (5), three of whom shall be elected for a one year term, and two of whom shall be elected for a two year term. At the Annual Meeting of the Unit Owners to be held in calendar 1986, the number of Trustees shall be set at five (5), two of whom shall be the two Trustees who were elected at the Annual Meeting

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of the Unit Owners in calendar 1985 for a two year term, and the remaining three of whom shall be elected for a two year term. At the Annual Meeting of the Unit Owners to be held in calendar 1987, the number of Trustees shall be set at five (5), three of whom shall be the three Trustees who were elected at the Annual Meeting of the Unit Owners in calendar 1986 for a two year term, and the remaining two of whom shall be elected for a two year term. At the Annual Meeting of the Unit Owners in each year subsequent to the calendar year 1987 meeting, the term of each Trustee shall be for two years from the Annual Meeting of the Unit Owners (or special meeting in lieu thereof) at which he or she was elected and shall end at the Annual Meeting of the Unit Owners at which such Trustee's successor is due to be elected, except that the term of any Trustee appointed to fill a vacancy in an unexpired term shall end when his or her predecessor's term would, but for the vacancy, have ended."

EXECUTED as an instrument under seal at Stoneham, Middlesex County, Massachusetts, this 27th day of November, 1985

Clair Campbell
Trustee as aforesaid

Reith Nathanson
Trustee as aforesaid

Leo J. ...
Trustee as aforesaid

Joseph S. ...
Trustee as aforesaid

Michael ...
Trustee as aforesaid

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AMENDMENT

MSD 10/23/89 11:41:41 292 10.00

The Board of Trustees at the Seville Condominium Association Trust., (of Stoneham, Mass.) having received 75% approval of unit owners are hereby amending the Declaration of Trust of The Seville Condominium in accordance with Section 7.1 THE TRUST'S BY-LAWS filed at the Middlesex Registry of Deeds, Book 14695, Page 094, and Section 14 of the Seville Condominium Trust's Master Deed, filed at the Middlesex Registry of Deeds, Book 14695, Page 060

AMEND ARTICLE (11) "RESTRICTIONS ON USE" PAGE 12 ..

(g) All leases or rental agreements for units shall be in writing and specifically subject to the Master Deed, the Declaration of Trust, the By-Laws and the Rules and Regulations of the Condominium. No unit estate may be leased or rented for a period of less than thirty (30) days.

ADD:

(h) Unit owners of record, at the time of a unit prospective sale, are prohibited to purchase an additional unit as investors.

MARGINAL REFERENCE REQUESTED
BOOK 14295 PAGE 20

Said restrictions shall be for the benefit of the Unit Owners and the Trustees and shall be administered on behalf of the Unit Owners by the Trustee and shall be enforceable solely by the Trustees, insofar as permitted by law, and shall, insofar as permitted by law, be perpetual; and to that end they may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No unit owner shall be liable for any breach of the provisions of this paragraph except as such occur during his or her ownership of a unit.

Witness our hand and seal this 25th day of September 1989.

Joseph Dischino
Joseph Dischino

Michael Feinberg
Michael Feinberg

Leo Fava
Leo Fava

Elizabeth Parise
Elizabeth Parise

James Keller
James Keller

THE COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS. September 25, 1989

Then personally appeared before me the above named Joseph Dischino, Michael Feinberg, Leo Fava, Elizabeth Parise and James Keller and acknowledged the foregoing instrument to be their free act and deed, before me.

Patricia M. Pitello
Notary Public
My Commission expires:

Patricia M. Pitello
Notary Public
My Commission Expires May 27, 1994

Handwritten scribble

SEVILLE CONDOMINIUM TRUST
(See Book 14695, Page 060)



Bk: 46644 Pg: 492 Doc: AMEND
Page: 1 of 2 11/28/2005 09:49 AM

AMENDMENT TO MASTER DEED

Pursuant to Article 14 of the Seville Condominium Master Deed, the Trustees of Seville Condominium Trust, with the consent in writing of the holder(s) of not less than seventy-five percent (75%) of the undivided interest in the common areas and facilities, hereby vote to amend Article 12 of the Master Deed by adding the following provision before the last paragraph of said Article:

- (h) Hot Water Heaters, Clothes Washing Machine Supply Hoses and Dishwasher Supply Hoses Replacement Requirements:
 - (1) All hot water heaters shall have a safe waste drain pan and shall be equipped with an automatic shutoff valve that will be installed to the cold water feed on the hot water heater to prevent leakage.
 - (2) All clothes washing machines must be equipped with an accessible hot and cold water supply shutoff valve, which shall be turned off when the washing machine is not in use, and must also be equipped with reinforced, heavy-duty braided stainless steel "no burst" water supply hoses. All such supply hoses must be replaced with brand new "no burst" hoses as recommended by the manufacturer.
 - (3) All dishwashers must be equipped with either copper supply pipes or a reinforced, heavy-duty braided stainless steel "no burst" water supply hoses. In situations where braided stainless steel hoses are installed, such supply hoses must be replaced with brand new "no burst" hoses as recommended by the manufacturer.
 - (4) All replacement work shall be completed by October 31, 2005.

In all other respects, the Master Deed hereby amended, is ratified and affirmed.

Witness our hands and seals this 17th day of October, 2005.

A MAJORITY OF
THE TRUSTEES OF
SEVILLE CONDOMINIUM TRUST
AND NOT INDIVIDUALLY

Elizabeth D. Parisi
Trustee

Michael E. Lembo
Trustee

Joseph S. DiStasio
Trustee

Richard J. Keenan
Trustee

Janice G. Gagliardi
Trustee

The Mailing Address
for the Trust is:
c/o Churchill Management & Realty, Inc.
846 Massachusetts Avenue
Arlington, MA 02476

Ellen A. Shapiro Esquire
Law Offices of Goodman & Shapiro, LLC
3 Allied Drive, Suite 120
Dedham, MA 02028

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COPY
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AMENDMENT

MSD 10/23/89 11:41:41 292 10.00

The Board of Trustees at the Seville Condominium Association Trust., (of Stoneham, Mass.) having received 75% approval of unit owners are hereby amending the Declaration of Trust of The Seville Condominium in accordance with Section 7.1 THE TRUST'S BY-LAWS filed at the Middlesex Registry of Deeds. Book 14695, Page 074, and Section 14 of the Seville Condominium Trust's Master Deed, filed at the Middlesex Registry of Deeds, Book 14695, Page 060

AMEND ARTICLE (11) "RESTRICTIONS ON USE" PAGE 12 ..

(g) All leases or rental agreements for units shall be in writing and specifically subject to the Master Deed, the Declaration of Trust, the By-Laws and the Rules and Regulations of the Condominium. No unit estate may be leased or rented for a period of less than thirty (30) days.

ADD:

(h) Unit owners of record, at the time of a unit prospective sale, are prohibited to purchase an additional unit as investors.

MARGINAL REFERENCE REQUESTED
BOOK 14295 PAGE 20

Said restrictions shall be for the benefit of the Unit Owners and the Trustees and shall be administered on behalf of the Unit Owners by the Trustee and shall be enforceable solely by the Trustees, insofar as permitted by law, and shall, insofar as permitted by law, be perpetual; and to that end they may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No unit owner shall be liable for any breach of the provisions of this paragraph except as such occur during his or her ownership of a unit.

Witness our hand and seal this 25th day of September 1989.

Joseph Dischino
Joseph Dischino

Michael Feinberg
Michael Feinberg

Leo Fava
Leo Fava

Elizabeth Parise
Elizabeth Parise

James Keller
James Keller

THE COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

September 25,

1989

Then personally appeared before me the above named Joseph Dischino, Michael Feinberg, Leo Fava, Elizabeth Parise and James Keller and acknowledged the foregoing instrument to be their free act and deed, before me.

[Signature]
Notary Public
My Commission expires:

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THE SEVILLE CONDOMINIUM TRUST
(See Book 14828, Page 511)

We, the undersigned being a majority of the Trustees of the Seville Condominium Trust, do hereby certify that at a regularly scheduled meeting of the Board of Trustees of said the Seville Condominium Trust, due notice of time, place and purpose of said meeting having been given to all members of the Board of Trustees and a quorum having been present, it was

VOTED:

Until a document is recorded in the Suffolk County Registry of Deeds to the contrary, Shawn Rand, Mark Lussier, William Rand, III or agent of the Granite Companies, Inc. are hereby granted full permission and authority to execute certificates required under G.L.c. 183A sec. 6D and that the same shall be as binding and effective as though the same had been executed by a majority of the Board of Trustees of this condominium and, it was further

VOTED:

All similar permissions previously granted to property managers by the Board of Trustees is hereby revoked.

In witness whereof, we hereunto set our hands and seals 15th day of January, 1996.

Joseph Dischino
Joseph Dischino

Mary Zazzara
Mary Zazzara

Joseph Morandi
Joseph Morandi

Elizabeth Parise
Elizabeth Parise

Charles McCarthy
Charles McCarthy

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS:

DATE: Jan 15, 1996

Personally appeared before me the above named Trustees - Joseph Dischino, Mary Zazzara, Joseph Morandi, Elizabeth Parise, Charles McCarthy

who acknowledged the foregoing instrument as their free acts and deeds.

Carlton G. Tarpinian

Notary public

My commission expires:

Carlton G. Tarpinian

NOTARY PUBLIC

My commission exp. Mar. 30, 2001

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SEVILLE CONDOMINIUM TRUST
AMENDMENT TO THE
DECLARATION OF TRUST

Reference is hereby made to that certain Declaration of Trust dated August 18, 1982, and recorded with the Middlesex South Registry of Deeds in Book 14695, Page 102, as may be amended, which Declaration of Trust established, pursuant to Massachusetts General Laws, Chapter 183A, the Seville Condominium Trust, the organization of Unit Owners of the Seville Condominium, a condominium established, pursuant to Massachusetts General Laws, Chapter 183A, by a Master Deed dated August 18, 1982, and recorded with the Middlesex South Registry of Deeds in Book 14695, Page 60, as may be amended.

WHEREAS the Trustees of said Condominium Trust together with the Unit Owners entitled to at least seventy-five (75%) of the Beneficial Interest, consenting in writing thereto, a copy of which assents are hereto annexed, desire to further amend said Declaration of Trust as provided in Article VII, Section 7.1, thereof.

WHEREAS no other consents are required therefore.

NOW THEREFORE said Declaration of Trust is hereby further amended in accordance with the provisions of said Article VII, Section 7.1, as follows:

1. Article V, Section 5.3, is amended by deleting the first sentence thereof and replacing the same with the following:

The Trustees shall be responsible for arranging for the maintenance, repair and replacement of the common areas and facilities of the Condominium when the need for same has been brought to their attention, subject to budgetary constraints as determined in the sole discretion of the Trustees and, subject to the provisions of Sections 5.6 hereof with respect to repairs and replacement necessitated because of casualty loss, exercising ordinary due care and reasonable business judgment with respect to the scope, extent and timing of such maintenance, repair and/or replacement. In the event of any conflict or inconsistency between the

BOOK 14695 PAGE 102

foregoing and any other term or provision of this Declaration of Trust or the Condominium's Master Deed, the foregoing shall govern.

2. Article V Section 5.3, is further amended by adding thereto the following section:

Wherever in this Declaration of Trust and/or the Master Deed an obligation is imposed upon the Trustees, or the Trustees undertake to arrange for, perform, or otherwise accomplish any and all work, maintenance, repairs, construction, improvement or like action, the standard of care applicable thereto shall be that of ordinary due care or reasonable business judgment within budgetary constraints as determined in the sole discretion of the Trustees with respect to the scope, extent and timing of the aforesaid. In the event of any conflict or inconsistency between the foregoing and any other term or provision of this Declaration of Trust or the Condominium's Master Deed, the foregoing shall govern.

IN WITNESS WHEREOF we, the undersigned being a majority of the Trustees of the Seville Condominium Trust, having first received the written consent of the Unit Owners entitled to at least seventy-five (75%) percent of the Beneficial Interest, have set our hands and seals this 13th day of April, 1998.

Joseph S. Dischian
Joseph S. Dischian, Trustee
of the Seville Condominium Trust

Elizabeth Parise
Elizabeth Parise, Trustee
of the Seville Condominium Trust

Joseph M. ...
Joseph M. ..., Trustee
of the Seville Condominium Trust

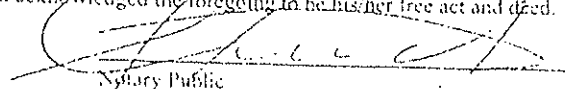
2059113265

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS.

April 13, 1998

Then personally appeared before me the above-named Joseph Piscino
and acknowledged the foregoing to be his/her free act and deed.



Notary Public

My commission expires:

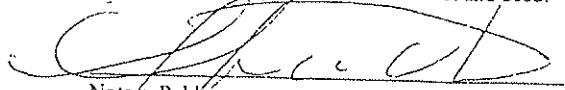
Shawn M. Rand
NOTARY PUBLIC
My commission expires 11/14/2003

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS.

April 13, 1998

Then personally appeared before me the above-named Elizabeth Parise
and acknowledged the foregoing to be his/her free act and deed.



Notary Public

My commission expires:

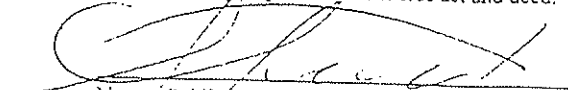
Shawn M. Rand
NOTARY PUBLIC
My commission expires 11/14/2003

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS.

April 13, 1998

Then personally appeared before me the above-named Joseph
MoRandi and acknowledged the foregoing to be his/her free act and deed.



Notary Public

My commission expires:

Shawn M. Rand
NOTARY PUBLIC
My commission expires 11/14/2003