

MASTER DEED

of the

SEVILLE CONDOMINIUM

STONEHAM CONSTRUCTION, INC., a Massachusetts corporation with its usual place of business in Lynn, County of Essex, (hereinafter called the "Grantor"), the sole owner of the land in Stoneham, County of Middlesex, hereinafter described, by duly executing and recording this Master Deed, does hereby submit said land together with the buildings and improvements erected thereon (hereinafter referred to as the "premises") together with all easements, rights and appurtenances belonging thereto, to the provisions of Chapter 183A of the General Laws of Massachusetts and proposes to create with respect to said premises, a condominium (the Condominium) to be governed by and subject to the provisions of Chapter 183A, and to that end declares and provides the following:

1. NAME. The name of the Condominium shall be:

SEVILLE CONDOMINIUM

2. DESCRIPTION OF LAND. The premises which constitute the condominium consists of 98,529 square feet of land, more or less, and is located in said Stoneham, the land being more particularly described in Exhibit A attached hereto.

3. DESCRIPTION OF THE BUILDINGS. The Condominium shall consist of two phases. Phase I shall consist of one building

five (5) stories in height, containing thirty-eight (38) units: fifteen (15) one-bedroom units, eighteen (18) two-bedroom units and five (5) three-bedroom units.

The Building is constructed of poured concrete foundation, with load bearing masonry walls, pre-cast concrete planks and wooden truss roofs<sup>x</sup> with metal covering and has an elevator which serves said building from the first floor.

Phase II shall also consist of one building, five (5) stories in height containing thirty-eight (38) units and shall be similar to the building in Phase I. Floor Plans with respect to the units in Phase II will be recorded with amendments to the Master Deed creating Phase II.

4. DESCRIPTION OF UNITS. The designation of each Condominium Unit, a statement of its location, approximate area, number of rooms, the immediate common area to which it has access, and its proportionate interest in the common areas and facilities, are set forth on Exhibit B attached hereto and made a part hereof. The boundaries of each of the Units with respect to the floors, ceilings, walls, doors and windows thereof, are as follows:

- (a) Floors: The plane of the upper surface of the concrete plank floor.
- (b) Ceilings: The plane of the lower surface of the ceiling.
- (c) Interior Walls: The plane of the interior surface of the wall studs or furring facing such Unit.

- (d) Exterior Walls, Doors, and Windows: As to walls, the plane of the interior surface of the wall studs or furring facing such Unit; as to doors, the exterior surface thereof; and as to windows, the exterior surface of the glass and of the window frames.

5. FLOOR AND SITE PLANS. The Floor Plans of the Building in Phase I showing the layout, location, Unit numbers and dimensions of the Units in Phase I, as built, stating the name of the Building and bearing the verified statement of a registered architect, engineer or land surveyor, certifying that the plans fully accurately depict the same, are attached hereto and captioned "Seville Condominium, Stoneham, Massachusetts" and consist of sheets. The Site Plan is also attached hereto, consists of one sheet, and is entitled, "

Floor plans with respect to units in Phase II will be recorded with amendments to this Master Deed creating the subsequent phase.

6. MANAGING ENTITY. The entity through which the Unit owners will manage and regulate the Condominium established hereby is the Seville Condominium Trust under Declaration of Trust of even date herewith to be recorded herewith (the "Trust"). Said Declaration of Trust establishes a membership organization of which all Unit Owners shall be members and in which such owners shall have an interest in proportion to the percentage of undivided interest in the common areas and facilities to which they are

entitled hereunder. The name and address of the original and present trustee hereof (the "Trustees") is as follows:

Stoneham Construction, Inc.  
544 Chestnut Street  
Lynn, Massachusetts

The Trustees have enacted By-Laws which are set forth in said Declaration of Trust pursuant to and in accordance with the provisions of Chapter 183A. (The term "Trustees" as hereinafter used shall be deemed to include successors in trust of the original trustee and to mean the trustees for the time being under the Condominium Trust and any additional trustees hereafter.)

7. RESERVATIONS AND APPURTENANCES.

(a) In the event that there are unsold Units, Grantor and its successors and assigns shall have the same rights as Owner of unsold Units as any other Unit Owner. In addition to the foregoing, Grantor reserves to itself and its successors and assigns the right to itself and its successors and assigns the right to use any Unit owned by Grantor as a model for display for purposes of sale or leasing of Units or to transact any other business on Condominium property to achieve the foregoing.

(b) The owner of each Unit shall have the right as appurtenant to that Unit to use, in common with the owners of all other Units served thereby, all utility lines and other common facilities located in any of the other Units or in the common areas and serving that Unit, and each Unit shall therefore be subject to an ease-

ment in favor of the owners of all other Units. Notwithstanding the foregoing, however, the owners of all other Units shall not have a right of access to a Unit containing utility lines and other common facilities located in such Unit, which right shall be exercisable only by the Trustees, their agent or agents. All expenses incurred by said Trustee in the exercise of the right of access on behalf of a Unit Owner with an easement as described herein shall be charged to such Unit Owner as a common charge. The Trustees shall have the right of access to each Unit to:

- (i) inspect, maintain, repair or replace the common facilities contained therein or elsewhere in the Building;
- (ii) remove or rectify any violations of requirements set forth in the Master Deed, Trust, By-Laws or in any rules and regulations promulgated pursuant thereto, all as they may be amended from time to time; and
- (iii) exercise any other rights or meet any other obligations they may have as Trustees.

(c) There shall be appurtenant to each Unit a permanent easement for the exclusive use of one (1) parking space in the parking area on the Condominium Premises, which space shall be designated by the Grantor. Unit Owners may also acquire, to the extent then available, an easement for the use of an additional parking space or spaces ("Additional Parking Space(s)"), which

easement shall also be appurtenant to the Unit of such Unit Owner. Each parking space shall be used only for the parking of one automobile unless otherwise approved in writing by the Trustees. The length and width dimensions of each parking space are as set forth in the Site Plans to be recorded hereafter. Grantor hereby expressly reserves the right to make the initial grant of any such easement, notwithstanding the fact that this Master Deed and one or more Unit Deeds may theretofore have been recorded. After the initial grant of the easement for an Additional Parking Space(s), the rights under that easement to the use of the Additional Parking Space(s) may be assigned by the Unit Owner, subject to the restrictions set forth in the By-Laws.

(d) There shall be appurtenant to each Unit a permanent and exclusive easement for the exclusive use of the terrace or balcony as the case may be, adjacent to said Unit, as shown and set forth in the Recorded Plans.

The owner of the Unit shall have the responsibility to maintain and repair and to pay all costs of maintenance and repair with respect to such terrace or balcony.

(e) There shall be appurtenant to each Unit a permanent and exclusive easement for the exclusive use of one (1) storage locker as shown and set forth in the Recorded Plans. The storage locker under the aforesaid easement appurtenant to a Unit shall bear the Unit designation.

The parking spaces and storage lockers described in Paragraphs 7(c) and 7(e) respectively, as shown on said Recorded Plans, are and shall continue to be common areas and facilities of the Condominium for all purposes, privileges, obligations and liabilities applicable generally to all common areas and facilities of the Condominium as herein provided, subject to the provisions of said Paragraphs 7(c) and 7(e).

8. COMMON AREAS AND FACILITIES. Except for the Units and any other property which is expressly excluded from common areas, the entire remaining Premises, including, without limitation, all parts of the Building and improvements thereon, shall constitute the common areas and facilities of the Condominium. Those common areas and facilities specifically include, without limitation, the following:

(a) The land described in Exhibit A hereto, together with the benefit of and subject to all rights, easements, restrictions, and agreements of record so far as the same may be in force;

(b) The foundations, structural columns, beams, supports, balconies, terraces those portions of exterior and interior walls, ceilings, floors and roofs not included as part of the Units, and entrances and exits to and from the Building, and common walls within the Building;

(c) The entrance vestibule and lobbies; sitting area, laundry areas, custodial areas, electrical and heater rooms, storage areas,

men's and women's toilet, recreation room, halls and corridors, mail boxes, fire extinguishers and other facilities therein, stairways, existing chimneys and the exterior parking area;

(d) Central services such as power, light, telephone, closed circuit television, T.V. antenna systems, gas and hot and cold water, including all equipment except for those certain portions of electrical wiring which are the property of the Unit Owner as set forth in Paragraph 8(f) hereof;

(e) All conduits, ducts, plumbing, flues and other facilities for the furnishing of utility services or waste removal and all such facilities contained within any Unit which serve parts of the Building other than or in addition to the Unit within which such facilities are contained, together with an easement of access thereto for maintenance, repair and replacement, as aforesaid;

(f) All wiring except that the wiring which runs from the electrical panel board located in and serving each individual Unit and which exclusively serves such Unit shall be the property of the owner of the Unit it so serves and shall be maintained, repaired and replaced at the sole expense of such Unit Owner.

(g) The yard, lawn, garden, trees, shrubberies, walkway, fences, steps, and exterior lighting fixtures;

(h) All other parts of the Premises not defined as the Units and not included within the items listed above and all replacements



thereof) in or on the Premises for the common use or necessary or convenient to the existence, maintenance, safety or enjoyment of the Condominium and such additional common areas and facilities as may be defined in Chapter 183A.

9. DETERMINATION OF PERCENTAGES IN COMMON ELEMENTS. The percentage of interest of each Unit in the common areas and facilities has been determined upon the basis of the approximate relation that the fair value of the Unit on the date of this Master Deed bears to the then aggregate fair value of all the Units. The percentage of interest of the Units in the Common Elements are shown on Exhibit B attached hereto.

The percentage of the undivided interest of each Unit Owner in the common areas and facilities as expressed in this Master Deed shall not be altered without the consent of all Unit Owners, expressed in an amended Master Deed duly recorded in Essex South District Registry of Deeds. The percentage of the undivided interest in the common areas and facilities shall not be separated from the Unit to which it appertains, and shall be deemed to be conveyed or encumbered with the Unit even if such interest is not expressly mentioned or described in the conveyance or other instrument. There will be excluded from the conveyance of each of the Units so much of the common areas and facilities as are located within each Unit, and each Unit will be conveyed subject to an easement in favor of the

owners of all other Units and the Trustee to maintain such of the common areas and facilities as are located therein, as more particularly described in Paragraph 7(b) above.

Each Unit Owner may use the common areas and facilities in accordance with their intended purposes without being deemed to be hindering or encroaching upon the lawful rights of the other Unit Owners, as provided in Section 5(d) of Chapter 183A. In addition to all provisions of Section 5(d) of Chapter 183A, the common areas and facilities shall be subject to the provisions of the By-Laws of the Trust, and to rules and regulations promulgated pursuant thereto with respect to the use thereof, assignment of certain facilities to particular Unit Owners and payment required therefor.

10. PURPOSE. The Building and the Units and other facilities therein are to be used for residential purposes only. Any other lawful use may be made only with the prior written consent of the Trustees. Residential use shall be deemed to include incidental accessory uses such as professional offices, studios and the like, provided that the general public enters by appointment and no nuisance is created thereby. The Trustees shall have the right to terminate any such Accessory Residential Use which they deem, in their sole discretion, to amount to a nuisance.

11. RESTRICTIONS ON USE. Unless otherwise permitted by instrument in writing duly executed by the Trustees then in office

or if more than one Trustee, by a majority of the Trustees then in office and pursuant to provisions of the By-Laws of the Trust:

(a) No Residential Use shall be used for any purpose other than a purpose permitted under Paragraph 10 above;

(b) No Unit shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed, the Trust, the By-Laws, the rules and regulations promulgated pursuant thereto or Chapter 183A.

(c) The right of a Unit Owner to decorate his or her Unit is subject to the right of the Trustees to control or regulate any aspect of such decoration which, in the reasonable judgment of the Trustees, when viewed from outside of such Unit, materially detracts from the aesthetic or architectural integrity of the Buildings.

(d) All use and maintenance of Units shall be conducted in a manner consistent with the comfort and convenience of the occupants of the other Units.

(e) The exterior aesthetic or architectural integrity of the Buildings and the Units shall be preserved and, to that end, no change, addition, structure, projection, decoration or other feature shall be erected, placed upon or attached to the exterior of any such Unit or any part thereof without the prior written consent of the Trustee.

(f) The right of a unit owner to sell, transfer, or otherwise convey his or her unit shall not be subject to any right of

first refusal or similar restriction.

(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.

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.

12. UNITS SUBJECT TO MASTER DEED, UNIT DEED AND CONDOMINIUM TRUST. All present and future owners, tenants, visitors, servants and occupants or Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Unit Deed, the Condominium Trust, the By-Laws and the rules and regulations promulgated pursuant thereto, as they may be amended from time to time, and the items affecting title to the Premises as set forth hereinabove in Paragraph 2 and Exhibit A. The acceptance of a deed or conveyance

of a Unit or the entering into occupancy of any Unit shall constitute an agreement that (a) the provisions of this Master Deed, the Unit Deed, the Condominium Trust, the By-Laws and the rules and regulations promulgated pursuant thereto, as they may be amended from time to time, and the said items affecting title to the Premises, are accepted and ratified by such owner, tenant, visitor, servant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof, and (b) a violation of the provisions of this Master Deed, the Unit Deed, the Condominium Trust, the By-Laws or rules and regulations promulgated pursuant thereto by any such person shall be deemed a substantial violation of the duties of the owner of a Unit.

13. ENCROACHMENTS. If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit, or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of: (a) settling of the Buildings, or (b) alteration or repair of the Common Elements or (c) as a result of repair or restoration of the Buildings or a Unit after damage by fire or other casualty, or (d) as a result of Condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as such Buildings stand.

14. AMENDMENTS BY THE TRUSTEES. The Trustees of Seville Condominium Trust, of even date and record herewith, 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 may at any time and from time to time amend, alter, add to or change this Master Deed and the Recorded Plans in any manner or to any extent, the Trustee first, however, being indemnified to its 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 undivided interest in the common areas and facilities 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 present percentage of the individual interest of such Unit Owner in the common areas and facilities set forth herein which has not been approved by every Unit Owner (except pursuant to Section 5.5 of Paragraph F of the Trust); or
  - (b) which would alter the dimensions of any Unit, which has not been approved by the Owner(s) of the Unit(s) so altered; or
  - (c) 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
  - (d) which would render this Master Deed in any way contrary to or inconsistent with any requirements of the provisions of said Chapter 183A; or
  - (e) which would alter the parking space(s) and storage lockers appurtenant to any Unit, which has not been approved by the Owner(s) of the Unit(s) so affected
- 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 the Trustee, or if more than one Trustee, by a majority of the number of Trustees then in office, setting forth in full the amendment, alteration, addition or change and reciting the consent of the Unit Owners herein required (if any) 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.

Notwithstanding the provisions of this paragraph 14, the Grantor may amend this Master Deed without the consent of any Unit Owners so as to subject Phase II to Chapter 183A of the Massachusetts General Laws, thereby incorporating Phase II as part of the Condominium created by this Master Deed. The percentage interest of each Unit Owner in Phase I in the common areas and facilities will decrease to the percentage interest shown on Exhibit B if and when Phase II shall be submitted to the provisions of General Laws, Chapter 183A pursuant to this paragraph and the percentage interest of each Unit Owner in Phase II in the common areas and facilities shall be as shown on said Exhibit B.

15. INVALIDITY. The invalidity of any provision of this Master Deed shall not be deemed to impair or affect in any manner

the validity, enforceability or effect of the remainder of this Master Deed and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

16. WAIVER. No provision contained in this Master Deed 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 which may occur.

17. CAPTIONS. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof.

18. CHAPTER 183A. The Units and common areas and facilities, and the Unit Owners and Trustees, shall have the benefit of and be subject to the provisions of Chapter 183A in effect upon the date of execution of this Master Deed and any future amendments thereto, which are specifically made retroactive in application. In all respects not specified in this Master Deed or in the Declaration of Trust of Seville Condominium Trust and the By-Laws set forth herein, they shall be governed by the provisions of Chapter 183A in their relation to each other and to the Condominium established hereby, including, without limitation, provisions thereof with respect to removal of the Condominium Premises or any portion thereof from the provisions of Chapter 183A. All terms and expressions herein used which are defined in Section 1 of Chapter 183A shall have the same meanings herein unless the context otherwise requires.



19. PRIORITY OF LIEN.

(a) To the extent permitted by applicable law, any lien of Seville Condominium Trust for common expense assessments or other charges becoming payable on or after the date of recordation of the first mortgage on any unit shall be subordinate to said mortgage. In addition, any fees, late charges, fines or interest that may be levied by Seville Condominium Trust in connection with unpaid assessments shall be subordinate to said mortgage.

(b) A lien for common expense assessments shall not be affected by any sale or transfer of a unit, except that a sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for assessments which became payable prior to such sale or transfer. Any such delinquent assessments which are so extinguished may be reallocated and assessed to all unit estates as a common expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a unit from liability for, nor the unit from the lien of, any assessment made thereafter.

20. FHLMC FNMA PROVISIONS. Notwithstanding anything to the contrary elsewhere in this Master Deed or in the Declaration of Trust contained, the following provisions shall govern and be applicable insofar and for so long as the same are required in order to qualify mortgages of Units in the Condominium for sale to the Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA), as applicable, under laws

and regulations applicable thereto, to wit:

(a) Any first mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such Unit's unpaid dues or charges which accrue prior to the acquisition of title to such Unit by the mortgagee.

(b) Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Areas and Facilities of the condominium project, unless at least sixty-seven (67%) percent of the first mortgagees (based upon one vote for each first mortgage owned), and owners (other than the sponsor, developer, or builder) of the individual Units have given their prior written approval, the Trustees shall not be entitled to:

- (i) by act or omission, seek to abandon or terminate the Condominium;
- (ii) change the pro rata interest or obligations of any individual Unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each Unit in the Common Areas and Facilities;
- (iii) partition or subdivide any Unit;
- (iv) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities (the granting of easements for public

utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities in the Condominium shall not be deemed a transfer within the meaning of this clause);

(v) use hazard insurance proceeds for losses to any condominium property (whether to Units or to the Common Areas and Facilities) for other than the repair, replacement or reconstruction of such condominium property.

(c) No provision of this Master Deed or the Condominium Trust shall give a Unit Owner, or any other party, priority over any rights of the first mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Areas and Facilities.

(d) Condominium dues or charges shall include an adequate reserve fund for maintenance, repair and replacement of those portions of the Common Areas and Facilities that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments. In addition, a working capital fund shall be established equal to at least a two (2) months' estimated common area charge for each Unit and shall be maintained in a segregated account. The contribution to such fund for each unsold Unit shall be paid to the Trust within sixty (60) days after the date of conveyance of the first Unit. The purpose of

the working capital fund is to insure that there will be cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Trustees. Amounts paid into the fund are not to be considered as advance payment of regular assessments.

(e) Upon written request of the Seville Condominium Trust, identifying the name and address of the holder, insurer or governmental guarantor and the unit number or address, any first mortgage holder or insurer or governmental guarantor of said first mortgage (hereafter referred to as "eligible mortgage holders" and "eligible insurers or guarantors" as the case may be) will be entitled to timely written notice of:

- (i) Any condemnation loss or any casualty loss which affects a material portion of the condominium or any unit on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;
- (ii) Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of 60 days;
- (iii) Any lapse, cancellation or material modification

of any insurance policy or fidelity bond maintained by the Seville Condominium Trust.

(iv) Any proposed action which would require the consent of a specified percentage of eligible mortgage holders as specified in Section 5.24 of the Seville Condominium Trust.

(f) To the extent permitted by applicable law, eligible mortgage holders shall also be afforded the following rights:

(i) Any restoration or repair of the Condominium, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Master Deed and the original plans and specifications, unless other action is approved by eligible holders holding mortgages on units which have at least fifty-one (51%) percent of the votes of units subject to eligible holder mortgages.

(ii) Any election to terminate the legal status of the Condominium after substantial destruction or a substantial taking in condemnation of the condominium property must be approved in writing by eligible holders holding mortgages on units which have at least fifty-one (51%) percent of the votes of units subject to eligible holder mortgages.

(iii) Except as otherwise provided herein, no reallocation of interests in the common areas resulting from a partial

condemnation or partial destruction of the condominium may be effected without the prior approval of eligible holders holding mortgages on all remaining units whether existing in whole or in part, and which have at least fifty-one (51%) percent of the votes of such remaining units subject to eligible holder mortgages.

(iv) When professional management has been previously required by any eligible mortgage holder or eligible insurer or guarantor, whether such entity became an eligible mortgage holder or eligible insurer or guarantor at that time or later, any decision to establish self management by the Trust shall require the prior consent of owners of units of which at least sixty-seven (67%) percent of the votes in the Trust are allocated and the approval of eligible holders holding mortgages on units which have at least fifty-one (51%) percent of the votes of units subject to eligible holder mortgages.

(g) Any agreement for professional management of the Condominium, or any other contract providing for services of the developer, sponsor, or builder or any lease may not exceed three (3) years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

(h) The Trustees shall make available to the unit owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Master Deed, Declaration of Trust,

By-Laws, other rules concerning the Condominium and the books, records and financial statements of the Seville Condominium Trust. "Available" means available for inspection upon request, during normal business hours or under other reasonable circumstances.

(i) Any holder of a first mortgage of a unit shall be entitled upon written request to an audited financial statement for the immediately preceding fiscal year free of charge. Any financial statement so requested shall be furnished within a reasonable time following such request.

(j) Except for amendments to the Condominium documents or termination of the Condominium made as a result of destruction, damage or condemnation as above set forth:

- (i) The consent of owners of units to which at least sixty-seven (67%) percent of the votes in the Trust are allocated and the approval of eligible holders holding mortgages on units which have at least sixty-seven (67%) percent of the votes of units subject to eligible holder mortgages, shall be required to terminate the legal status of the condominium; and
- (ii) The consent of the owners of units to which at least sixty-seven (67%) percent of the votes in the Seville Condominium Trust are allocated and the approval of eligible holders holding mortgages on

units which have at least fifty-one (51%) percent of the votes of units subject to eligible holder mortgages, shall be required to add or amend any material provisions of the Condominium documents of the Condominium, which establish, provide for, govern or regulate any of the following:

1. Voting
2. Assessments, assessment liens or subordination of such liens;
3. Reserves for maintenance, repair and replacement of the common areas (or units if applicable);
4. Insurance or Fidelity Bonds;
5. Rights to use common areas;
6. Responsibility for maintenance and repair of the several portions of the Condominium;
7. Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the project;
8. Boundaries of any unit;
9. The interests in the common areas;
10. Convertibility of units into common areas or of common areas into units;
11. Leasing of unit estate;
12. Imposition of any right of first refusal or similar restriction on the right of a unit owner to sell, transfer, or otherwise convey his or her unit;
13. Any provisions which are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors of first mortgages on units.



Any first mortgage holder that does not deliver or post to the Trustees a negative response within thirty (30) days of a written request by the Trustees for approval of any addition or amendment pursuant to this paragraph shall be deemed to have consented to the addition or change set forth in such request. An affidavit by the Trustee making reference to this section, when recorded at the Registry, shall be conclusive as to the facts therein set forth as to all parties and may be relied pursuant to the provisions of Article VI of The Seville Condominium Trust-

Notwithstanding anything herein contained to the contrary, Grantor reserves the right and power to record a special amendment ("Special Amendment") to this Master Deed or the Declaration of Trust at any time and from time to time which amends this Master Deed or the Declaration of Trust (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Unit Ownership; (iii) to bring this Master Deed or the Declaration of Trust into

compliance with Chapter 183A of the General Laws of the Commonwealth of Massachusetts; or (iv) to correct clerical or typographical errors in this Master Deed or any exhibit thereto or any supplement or amendment thereto or the Declaration of Trust. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Grantor to vote in favor of, make, or consent to any such Special Amendment(s) on behalf of each Unit Owner. Each deed, mortgage, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Grantor to vote in favor of, make, execute and record Special Amendments. The right of the Grantor to act pursuant to rights reserved or granted under this Section shall terminate at such time as the Grantor no longer holds or controls title to a Unit.

The Master Deed and the Condominium Trust shall not be altered, amended or otherwise changed if such alteration or amendment will, in any manner, disqualify mortgages of units in the condominium for sale to Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA). All provisions of this Master Deed and The Seville Condominium Trust shall be so as to qualify any such mortgages for sale to FHLMC and FNMA.

21. CONFLICTS. This Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of the

Commonwealth of Massachusetts. In case any of the provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control.

If any provision of The Seville Condominium Trust shall be invalid or shall conflict with Chapter 183A, as amended, of the General Laws of Massachusetts, or if any provision of this Trust conflicts with any provision of the Master Deed, then the following rules of construction shall be used:

(a) In the event of a conflict between the Trust and said Chapter 183A, as amended, the provisions of Chapter 183A shall control;

(b) The invalidity of any provision of the Trust shall not impair or affect the validity or enforceability of the other provisions of this Trust;

(c) In the event of a conflict between any numerical voting requirements for action set forth in the Master Deed and any such requirements set forth herein, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control;

(d) In the event of any conflict other than set forth in Subparagraph (c) of this Section between the provisions of the Master Deed and any other provision hereof, the provisions of the Master Deed shall control.

IN WITNESS WHEREOF, Stoneham Construction, Inc. has caused this Master Deed to be duly executed, sealed and delivered by its proper officer hereunto duly authorized on this        day of 1982.

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 the free act and deed of Stoneham Construction, Inc., before me,

\_\_\_\_\_

EXHIBIT A TO MASTER DEED OF  
SEVILLE CONDOMINIUM

PARCEL I:

The land with buildings thereon known as and numbered 40 Main Street, Stoneham, Massachusetts, more particularly bounded and described as follows:

- SOUTHERLY by other land of L. Ronald Capozzoli, two hundred sixty-six and 11/100 (266.11) feet;
- NORTHEASTERLY by land now or formerly of Martin F. Berman (Leisure Manor Apts.), three hundred fifty-four and 43/100 (354.43) feet;
- NORTHWESTERLY by North Street, on three (3) courses totaling two hundred eight and 31/100 (208.31) feet;
- NORTHWESTERLY by junction of North Street and Main Street on a curve having a radius of one hundred twenty (120) feet and a distance of eighty and 11/100 (80.11) feet;
- WESTERLY by Main Street (Route 28) eighty-two and 55/100 (82.55) feet.

Being shown as Lot "1" on a plan entitled, "Plan of Land in Stoneham, Mass." dated April 18, 1979, drawn by Hayes Engineering, Inc., Melrose, Mass. and recorded with Middlesex (South) Registry of Deeds, Book 13708, Page 79. Said Lot "1" containing according to said Plan 53,488 square feet.

The premises are conveyed subject to an "M.D.C. Sewer Easement" as shown on said plan.

PARCEL II:

The land with buildings situated thereon at Main Street, Stoneham, Middlesex County, Massachusetts, being that lot of land referred to as Lot "1.034 acres" on a plan recorded with Middlesex (South) Registry of Deeds, entitled "Plan of Lot in Stoneham surveyed for Rachel H. Steele, March 21, 1973, H. Kingman Abbot, Registered Surveyor, Reading", duly recorded with Middlesex (South) Registry of Deeds as Plan No. 580 at the end of Record Book 12436, being bounded and described on said plan as follows:

"EXHIBIT A" (continued)

WESTERLY by Main Street, one hundred fifty-five (155) feet;

NORTHERLY by other land of Steele, two hundred sixty-six and 11/100 (266.11) feet;

EASTERLY by land of Martin F. Berman and Melvin Dross, one hundred sixty-six and 4/100 (166.04) feet;

SOUTHERLY by land of L. Ronald Capozzoli, three hundred sixteen and 86/100 (316.86) feet.

Containing 1.034 acres.

Said premises are conveyed subject to an easement for the benefit of the Metropolitan District Commission, Commonwealth of Massachusetts, dated September 22, 1920, as shown on said plan.

Being the same premises conveyed to Stoneham Construction, Inc. by deed dated November 3, 1981, recorded with Middlesex (South) Registry of Deeds, Book 14459, Page 301.

"EXHIBIT B"

TO MASTER DEED OF SEVILLE CONDOMINIUM

<u>UNIT DESIGNATION OF EACH UNIT</u>	<u>APPROXIMATE AREA</u>	<u>TYPE*</u>	<u>LOCATION</u>	<u>PROPORTIONATE INTEREST IN COMMON AREAS AND FACILITIES</u>	
				PHASE I	PHASE II
BUILDING ONE					
101	858 sq. ft.	1	first floor	2.06	1.030
102	1,124 sq. ft.	2	first floor	2.62	1.310
103	832 sq. ft.	1	first floor	2.02	1.010
105	1,462 sq. ft.	3	first floor	3.34	1.670
106	800 sq. ft.	1	first floor	1.95	0.975
108	1,124 sq. ft.	2	first floor	2.69	1.345
201	858 sq. ft.	1	second floor	2.09	1.045
202	1,124 sq. ft.	2	second floor	2.66	1.330
203	832 sq. ft.	1	second floor	2.06	1.030
204	1,124 sq. ft.	2B	second floor	2.71	1.355
205	832 sq. ft.	1	second floor	2.06	1.030
206	1,124 sq. ft.	2B	second floor	2.71	1.355
207	1,462 sq. ft.	3	second floor	3.41	1.705
208	1,124 sq. ft.	2	second floor	2.76	1.380
301	858 sq. ft.	1	third floor	2.16	1.080
302	1,124 sq. ft.	2	third floor	2.71	1.355
303	832 sq. ft.	1	third floor	2.13	1.065
304	1,124 sq. ft.	2B	third floor	2.76	1.380
305	832 sq. ft.	1	third floor	2.15	1.075
306	1,124 sq. ft.	2B	third floor	2.78	1.390
307	1,462 sq. ft.	3	third floor	3.52	1.760
308	1,124 sq. ft.	2	third floor	2.83	1.415
401	858 sq. ft.	1	fourth floor	2.23	1.115
402	1,124 sq. ft.	2	fourth floor	2.76	1.380
403	832 sq. ft.	1	fourth floor	2.21	1.105
404	1,124 sq. ft.	2B	fourth floor	2.81	1.405
405	832 sq. ft.	1	fourth floor	2.22	1.110
406	1,124 sq. ft.	2B	fourth floor	2.83	1.415
407	1,462 sq. ft.	3	fourth floor	3.66	1.830
408	1,124 sq. ft.	2	fourth floor	2.90	1.450

"EXHIBIT B" (continued)

<u>UNIT DESIGNATION OF EACH UNIT</u>	<u>APPROXIMATE AREA</u>	<u>TYPE*</u>	<u>LOCATION</u>	<u>PROPORTIONATE INTEREST IN COMMON AREAS AND FACILITIES</u>	
				<u>PHASE I</u>	<u>PHASE II</u>
BUILDING ONE					
501	858 sq. ft.	1	fifth floor	2.29	1.145
502	1,124 sq. ft.	2	fifth floor	2.83	1.415
503	832 sq. ft.	1	fifth floor	2.25	1.125
504	1,124 sq. ft.	2B	fifth floor	2.87	1.435
505	832 sq. ft.	1	fifth floor	2.27	1.135
506	1,124 sq. ft.	2B	fifth floor	2.89	1.445
507	1,462 sq. ft.	3	fifth floor	3.84	1.920
508	1,124 sq. ft.	2	fifth floor	<u>2.96</u>	1.480
			TOTAL:	100.00%	
BUILDING TWO					
101	858 sq. ft.	1	first floor		1.030
102	1,124 sq. ft.	2	first floor		1.310
103	832 sq. ft.	1	first floor		1.010
105	1,462 sq. ft.	3	first floor		1.670
106	800 sq. ft.	1	first floor		0.975
108	1,124 sq. ft.	2	first floor		1.345
201	858 sq. ft.	1	second floor		1.045
202	1,124 sq. ft.	2	second floor		1.330
203	832 sq. ft.	1	second floor		1.030
204	1,124 sq. ft.	2B	second floor		1.355
205	832 sq. ft.	1	second floor		1.030
206	1,124 sq. ft.	2B	second floor		1.355
207	1,462 sq. ft.	3	second floor		1.705
208	1,124 sq. ft.	2	second floor		1.380
301	858 sq. ft.	1	third floor		1.080
302	1,124 sq. ft.	2	third floor		1.355
303	832 sq. ft.	1	third floor		1.065
304	1,124 sq. ft.	2B	third floor		1.380
305	832 sq. ft.	1	third floor		1.075
306	1,124 sq. ft.	2B	third floor		1.390
307	1,462 sq. ft.	3	third floor		1.760



"EXHIBIT B" (continued)

UNIT DESIGNATION OF EACH UNIT	APPROXIMATE AREA	TYPE*	LOCATION	PROPORTIONATE INTEREST IN COMMON AREAS AND FACILITIES	
				PHASE I	PHASE II
BUILDING TWO					
308	1,124 sq. ft.	2	third floor		1.415
401	858 sq. ft.	1	fourth floor		1.115
402	1,124 sq. ft.	2	fourth floor		1.380
403	832 sq. ft.	1	fourth floor		1.105
404	1,124 sq. ft.	2B	fourth floor		1.405
405	832 sq. ft.	1	fourth floor		1.110
406	1,124 sq. ft.	2B	fourth floor		1.415
407	1,462 sq. ft.	3	fourth floor		1.830
408	1,124 sq. ft.	2	fourth floor		1.450
501	858 sq. ft.	1	fifth floor		1.145
502	1,124 sq. ft.	2	fifth floor		1.415
503	832 sq. ft.	1	fifth floor		1.125
504	1,124 sq. ft.	2B	fifth floor		1.435
505	832 sq. ft.	1	fifth floor		1.135
506	1,124 sq. ft.	2B	fifth floor		1.445
507	1,462 sq. ft.	3	fifth floor		1.920
508	1,124 sq. ft.	2	fifth floor		<u>1.480</u>
				TOTAL:	100.00%

\* KEY FOR UNIT TYPE

- 1 - 1 bedroom, 1 bath, kitchen, combination living and dining room, terrace or balcony.
- 2 - 2 bedrooms, 2 baths, kitchen, combination living and dining room, terrace or balcony.
- 2B - 2 bedrooms, 2 baths, kitchen, combination living and dining room, 2 balconies.
- 3 - 3 bedrooms, 2 baths, kitchen, combination living and dining room, 2 terraces or balconies.

SEVILLE CONDOMINIUM TRUST  
(See Book 14695, Page 060)



Bk: 46544 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 17<sup>th</sup> day of October, 2005.

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

Elizabeth D. Parisi  
Trustee

Michael E. Lemberg  
Trustee

Joseph S. O'Sullivan  
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 02026

Bk-14695 - 05-60

✓46