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RECORDED
NORFOLK COUNTY REGISTRY OF DEEDS
DEDHAM, MA

CERTIFY

BARRY T. HANNON, REGISTER

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August 24, 1994; 3:44pm

DECLARATION OF COVENANTS AND EASEMENTS FOR PRESERVATION TRAIL

WHEREAS, Ralph M. Costello, Trustee of New Realty Trust under a Declaration of Trust dated May 19, 1986 and recorded with Norfolk Registry of Deeds in Book 7060, Page 63, as amended in Book 7251, Page 673 ("Grantor"), with a mailing address c/o Delta Real Estate, 503 Main Street, Medfield, Massachusetts 02052, is the owner of certain land in Medfield, Norfolk County, Massachusetts shown as (A) Lots 2, 3, 5, 6, 7, 8, 9 and 10 on a plan entitled "Plan of Land 'Creating Access Easements', Medfield, Mass.", prepared for Ralph Costello by GLM Engineering Consultants, Inc., dated January 7, 1993, recorded with said Deeds as Plan No. 74 of 1993, in Plan Book No. 411 (the "GLM Plan"), by virtue of (i) a deed to Grantor from Philip N. Ford, dated October 24, 1990, recorded with said Deeds in Book 8772, Page 089, and (ii) a deed to Grantor from Alfred W. Fuller and Maria S. Close, Executors under the Will of Blanche M. Kingsbury (Norfolk Probate Docket No. 87P0790E1), dated May 1, 1991, recorded with said Deeds in Book 8911, Page 426, and (B) Lots 3A, 4A and 5 on a plan entitled "Plan of Land in Medfield, Mass.", prepared for Ralph M. Costello by Guerriere & Halnon, Inc., dated May 2, 1994, recorded with said Deeds as Plan No. 394 of 1994 in Plan Book 422 (the "Guerriere Plan"), by virtue of (i) a deed to Grantor from Barbara Jones, dated October 1, 1992, recorded with said Deeds in Book 9535,

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Page 299, and (ii) a deed to Grantor from Helen Marie Kingsbury dated September 24, 1992, recorded with said Deeds in Book 9535, Page 301, (the GLM Plan and the Guerriere Plan being collectively referred to herein as the "Plans"); and

WHEREAS, Grantor desires to create thereon a trail easement for the common use and enjoyment of the owners, from time to time, of said lots.

NOW, THEREFORE, Grantor declares for itself and its successors in record title that all of the above-referenced lots shown on the Plans (each hereinafter referred to as a "Lot", and collectively referred to as the "Lots") are and shall be held, transferred, sold, conveyed, inherited and occupied subject to and with the benefit of the covenants, easements and provisions hereinafter set forth:

EASEMENTS

Preservation Trail

Each Lot shall have the benefit of and, to the extent located upon any such Lot, shall be subject to the perpetual right and easement of each Lot owner to use, in common with all other Lot owners, Preservation Trail (hereinafter defined) for walking, horseback riding, cross-country skiing and other associated trail activities only and for access to Kingsbury Pond; provided that no motorized vehicles of any kind or nature

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are to be allowed on Preservation Trail. "Preservation Trail" is comprised of the following areas as shown on the Plans:

1. The areas shown as "TRAIL EASEMENT (8' WIDE)" on the GLM Plan, which includes portions of Lots 2, 3, 6, 7, 8, 9 and 10 on the GLM Plan; provided, however, that where said easement area appears on either side of the "30' WIDE ACCESS AND UTILITY EASEMENT" on the GLM Plan it shall be deemed to continue through said "30' WIDE ACCESS AND UTILITY EASEMENT" so as to form a continuous easement area extending from Spring Street and from Hamant's Brook to the easterly boundary of Lot 5 where it abuts Lot 6; and

2. The area extending four (4) feet to either side of the line shown as "CENTER LINE OF FOOT TRAIL EASEMENT (8' WIDE)" on the Guerriere Plan, which includes portions of Lots 3A, 4A, and 5 on the Guerriere Plan and extends from the southwesterly boundary of Lot 3A to the northeasterly boundary of Lot 5.

Extension of Preservation Trail

Grantor may, in the future, purchase some or all of the land adjoining the Lots shown on the GLM Plan as land belonging to Ropes & Gray (the "Ropes & Gray Land"). Grantor, for itself and its successors and assigns, reserves the right to extend Preservation Trail to the Ropes & Gray Land through the Grantor's Easement Area (defined below) for the benefit of the owners of not more than three (3) lots (the "Additional Lots") created by Grantor on the Ropes & Gray Land (the "Adjoining Owners"), and the right to grant to the Adjoining Owners the use and benefit of the above easements in Preservation Trail, all as if each of the Additional Lots was originally defined as a Lot hereunder, provided that each Adjoining Owner becomes a member of the Preservation Trail Association (hereinafter referred to) with all

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of the rights and obligations which are associated with such membership, including, without limitation, the obligation to pay its pro rata share of the Preservation Trail Costs (hereinafter defined). Grantor may exercise such rights by executing and recording an amendment to this Declaration accomplishing the foregoing, together with a plan showing the extension of Preservation Trail as aforesaid.

"Grantor's Easement Area" shall mean the portion of Lot 5 shown as "ACCESS & UTILITY EASEMENT" on the GLM Plan which is abutted by Lot 6 on the east and the Ropes & Gray Land on the west.

PRESERVATION TRAIL ASSOCIATION

Each Lot owner, by the acceptance of a deed thereto or the devise or inheritance of the record title thereto, shall become a member of the Preservation Trail Association (the "Association"), an unincorporated association which shall consist of all owners of the Lots and which shall be governed by the By-Laws attached hereto as Exhibit A (the "By-Laws"), and thereby agrees to abide by the terms and provisions of the By-Laws and to pay to the Association such annual and special assessments as may be imposed by the Association in accordance with the terms of the By-Laws for the purpose of paying certain costs and expenses as set forth therein (the "Preservation Trail Costs"). The assessment as to each Lot shall be one-ninth (1/9th) of the total Preservation

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Trail Costs. For the purposes of this provision, Lot 3 and Lot 6 on the GLM Plan shall be considered one Lot to be known as Lot 6, and Lot 2 and Lot 7 on the GLM Plan shall be considered one Lot known as Lot 2. In the event that the Adjoining Owners of Additional Lots become members of the Association as aforesaid, the share of each Lot owner shall be adjusted accordingly so that each Lot, including the Additional Lots, shall share equally in payment of the Preservation Trail Costs. (For example, if three (3) Additional Lots are created, the assessment as to each Lot (including the Additional Lots) shall be one-twelfth (1/12) of the total Preservation Trail Costs.) A lien shall be created on a Lot by failure of the owner thereof to pay any such assessment when due, all in accordance with, and subject to, the terms and provisions of the By-Laws. No Lot owner shall be responsible for payment of any assessment except with reference to the period of his or her ownership of said Lot.

IN WITNESS WHEREOF, the said Ralph M. Costello, Trustee of New Realty Trust as aforesaid, has hereunto affixed his hand and seal this 24 day of August 1994.

Ralph M. Costello, Trustee as aforesaid and not individually

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COMMONWEALTH OF MASSACHUSETTS

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Norfolk, ss. Aug 24, 1994

Then personally appeared the above-named Ralph M. Costello, Trustee of New Realty Trust, and acknowledged the foregoing to be his free act and deed, as Trustee as aforesaid, before me.

Notary Public David R Cox

My Commission Expires: 10/21/97

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EXHIBIT A

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BY-LAWS OF PRESERVATION TRAIL ASSOCIATION

ARTICLE I
MEMBERS

Section 1. Owners. Every person or entity who or which is the record owner of the fee, or of an undivided interest in the fee (the "Lot Owners"), of (A) any of the Lots 2, 3, 5, 6, 7, 8, 9 or 10 as shown on a plan entitled "Plan of Land 'Creating Access Easements', Medfield, Mass.", prepared for Ralph Costello by GLM Engineering Consultants, Inc., dated January 7, 1993 recorded with said Deeds as Plan No. 74 of 1993, in Plan Book No. 411, the Declaration of Covenants and Easements for Preservation Trail (the "Declaration") to which these By-Laws are an exhibit (the "GLM Plan") or (B) any of the Lots 3A, 4A and 5 as shown on a plan entitled "Plan of Land in Medfield, Mass.", prepared for Ralph M. Costello by Guerriere & Halnon, Inc., dated May 2, 1994 recorded with said Deeds as Plan No. 394 of 1994 in Plan Book 422, the Declaration (the "Guerriere Plan"). (Each of the above-referenced lots on the GLM Plan or the Guerriere Plan is referred to herein as a "Lot.") In addition, any Additional Lot, if any, as defined in the Declaration (not to exceed three (3) Additional Lots), shall be a "Lot" for the purpose of these By-Laws and every person or entity who or which is the record owner of the fee, or of an undivided interest in the fee, of any such Additional Lot shall be a "Lot Owner" hereunder.

Section 2. Voting Rights. Each Lot Owner shall be entitled to one (1) vote total for each Lot in which he or she holds the interest required for membership by Section 1. When more than one person or entity holds such interest or interests in any one Lot, there shall be only one (1) vote among them and the vote shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot. It is hereby acknowledged that Lots 3 and 6 on the GLM Plan shall constitute one Lot known as Lot 6, and Lots 2 and 7 on the GLM Plan shall constitute one Lot known as Lot 2, for the purpose of these By-Laws.

Section 3. Easements Held by Lot Owners. The Lot Owners each have the benefit of various easement rights in Preservation Trail, all as set forth in the Declaration (such easement rights being collectively referred to herein as the "Preservation Trail Easement").

The Preservation Trail Association (the "Association") shall be responsible for maintaining, repairing and improving the Preservation Trail Easement, providing services related thereto,

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and making and collecting assessments for such purposes, all in accordance with the specific provisions of these By-laws.

Section 4. Annual Meeting. The annual meeting of the members shall be held on the second Tuesday in January each year or such other date as shall be fixed by a prior vote of the members. The purposes for which the annual meeting is to be held, in addition to those prescribed by these By-Laws, may be specified by the Officer (hereinafter defined) giving notice of the meeting. In the event that no annual meeting is held in accordance with the foregoing provisions, a special meeting may be held in lieu thereof, and any action taken at such meeting shall have the same effect as if taken at the annual meeting. All references in these By-Laws to the annual meeting of members shall be deemed to refer to such special meeting.

Section 5. Special Meetings. Special meetings of the members shall be called by any Officer upon written application of two or more members.

Section 6. Place of Meetings. All meetings of members shall be held at the residence of any member specified in the notice of the meeting, unless a different place (within Norfolk County, Massachusetts) is specified in the notice of the meeting.

Section 7. Notices. A written notice, stating the place, day and hour, of all meetings of members shall be given by the person or persons calling the meeting at least thirty (30) days (or such longer time as is required by these By-Laws) before the meeting, to each member entitled to vote thereat and to each member who, by these By-Laws, is entitled to such notice, by leaving such notice with him or her or at his or her residence or usual place of business, or by mailing it, postage prepaid, and addressed to such member at his or her address as it appears upon the books of the Association. Notices of all meetings of members shall state the purposes for which the meetings are called. No notice need be given to any member if a written waiver of notice, executed before or after the meeting by the member or his or her attorney, thereunto authorized, is filed with the records of the meeting.

Section 8. Quorum. At any meeting of members a quorum for the transaction of business shall consist of one or more individuals appearing in person and/or as proxies and holding a majority of the votes held by all members (that is, representing the owners of a majority of the Lots), provided that less than such quorum shall have power to adjourn the meeting from time to time.

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Section 9. Proxies. Members may vote either in person or by written proxy. No proxy dated more than six months before the meeting named therein shall be valid, and no proxy shall be valid after the final adjournment of such meeting. Proxies shall be filed with any Officer before being voted at any meeting or any adjournment thereof. A proxy purporting to be executed by or on behalf of a member shall be deemed valid unless challenged at or prior to its exercise and the burden of proving invalidity shall rest on the challenger. When more than one person or entity holds a fee interest in any one Lot, a proxy with respect to the vote attributable to such Lot shall be valid if executed by any one of such owners.

Section 10. Action at Meeting. Action of the members on any matter properly brought before a meeting shall require, and may be effected by, the affirmative vote of members holding a majority of the votes held by all members, except where a different vote is required by these By-Laws.

Section 11. Action Without Meeting by Written Consent. Any action by members may be taken without a meeting if all members entitled to vote on the matter consent to the action by a writing filed with the records of the meetings of members. When more than one person or entity holds a fee interest in any one Lot, the signature of only one such co-owner shall be required on such consent. Such consent shall be treated for all purposes as a vote at a meeting.

ARTICLE II
OFFICERS/COMMITTEES

Section 1. Enumeration. The officers of the Association shall be a President, a Treasurer, and a Clerk, and other officers as may from time to time be determined by vote of the members (collectively, "Officers").

Section 2. Election and Vacancies. The President, Treasurer and Clerk shall be elected annually by the members at the annual meeting of members or the special meeting held in lieu thereof. Other Officers may be chosen by the members at such meeting or at any other meeting. Any vacancy at any time existing in any office may be filled by the members at any meeting and such successor in office shall hold office for the unexpired term of his or her predecessor.

Section 3. Qualification. All Officers must be Lot Owners. Any two or more offices may be held by the same person.

Section 4. Tenure. Except as otherwise provided by these By-Laws, each of the President, Treasurer and Clerk shall hold

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office until the next annual meeting of the members or the special meeting held in lieu thereof, and thereafter until his or her successor is chosen and qualified. Other officers shall hold office until the first meeting of the members or the special meeting held in lieu thereof, unless a shorter term is specified in the vote choosing or appointing them.

Section 5. Resignation. Any Officer may resign by delivering his or her written resignation to the President or Clerk, and such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

Section 6. Removal. The members may remove any Officer with or without cause by a vote of a majority of the members.

Section 7. President. The President when present shall preside at all meetings of the members. The President shall perform such duties and have such powers additional to the foregoing as the members shall designate.

Section 8. Absence of President. In the absence or disability of the President, his or her powers and duties shall be performed by the Treasurer, if any, and if none by the Clerk, if any, and if none by the person designated for that purpose by the members.

Section 9. Treasurer. The Treasurer shall, subject to the direction of the members, have general charge of the financial affairs of the Association and shall cause to be kept accurate books of account. He or she shall have custody of all funds of the Association, except as the members may otherwise provide. He or she shall promptly render to the President and to the members such statements of his or her transactions and accounts as the President and members respectively may from time to time require. The Treasurer shall perform such duties and have such powers additional to the foregoing as the members may designate.

Section 10. Absence of Treasurer. In the absence or disability of the Treasurer, his or her powers and duties shall be performed by the Clerk, if any, or if none by the person designated for that purpose by the members.

Section 11. Clerk. The Clerk shall record in books kept for that purpose all votes and proceedings of the members at their meetings, and shall have custody of such books. The Clerk shall perform such duties and have such powers additional to the foregoing as the members shall designate.

Section 12. Absence of Clerk. In the absence of the Clerk from any meeting of the members the person designated by the

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members, otherwise a temporary Clerk designated by the person presiding at the meeting, shall perform the duties of the Clerk.

Section 13. Committees. The members may, by vote of members holding a majority of the votes held by all members, elect from their number an executive or other committees and may, by like vote, delegate to any such committee some or all of their powers except those which by these By-Laws they are prohibited from delegating or which require action by vote of members holding more than a majority of the votes held by all members. Except as the members may otherwise determine, any such committee may make rules for the conduct of its business, but, unless otherwise provided by the members or in such rules, its business shall be conducted as nearly as possible in the same manner as is provided by these By-Laws for the conduct of business by the members. The members shall have the power to fill vacancies in, change the membership of, or disband any such committee.

ARTICLE III
INSPECTION OF RECORDS

Books, accounts, documents and records of the Association shall be made available for inspection by any member at reasonable times by the Officer having custody of the same. Records of all meetings of the members, and membership records which shall contain the names of all members and their record addresses, shall be in the custody of the Clerk during his or her term of office and shall be available at all reasonable times for inspection by any member for any proper purpose but not to secure a list of members or other information for the purpose of selling said list or information or copies thereof.

ARTICLE IV
CHECKS, NOTES, DRAFTS AND OTHER INSTRUMENTS

Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the name of the Association may be signed by any person or persons authorized by the members to sign the same. No person shall sign any such instrument as aforesaid unless authorized by the members to do so.

ARTICLE V
FISCAL YEAR

The fiscal year of the Association shall be the year ending with December 31 in each year, or such other year as may be elected by the members from time to time.

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ARTICLE VI
AMENDMENTS

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These By-Laws may at any time be amended with the approval of all of the votes entitled to be cast by the members, provided that notice of the substance of the proposed amendment is stated in the notice of the meeting called for such purpose, and provided that any such amendment shall be effective only when recorded with the Norfolk Registry of Deeds with a marginal reference thereto on the Declaration.

ARTICLE VII
MAINTENANCE ASSESSMENTS

Section 1. Collection of Assessments; Personal Obligation of Lot Owner. It shall be the duty of the Association to collect from each Lot Owner, with respect to each Lot owned by such Lot Owner, the following charges in accordance with the terms of the Declaration:

(1) annual assessments or charges; and

(2) special assessments for capital improvements.

Both annual and special assessments shall be fixed, established and collected from time to time as hereinafter provided. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be the personal obligation of the person or entity who was the owner of such Lot at the time when the assessment was made.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the following activities which shall be performed by the Association on behalf of the Lot Owners: the maintenance, repair, restoration, and operation of the trail located within the Preservation Trail Easement, including without limitation the payment of taxes, if any, and insurance premiums related thereto, the cost of policing the use of the Preservation Trail Easement by the parties entitled thereto, and the cost of administering and enforcing the provisions of the Declaration and these By-Laws including legal and accounting fees and expenses.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessments levied pursuant to Section 2, above, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose

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of providing for the payment of (and unexpected or extraordinary repairs, replacements or improvements to) capital improvements within the Preservation Trail Easement, including fixtures, if any, located therein.

Section 4. Fixing and Establishing Assessments. The Association may levy annual and/or special assessments, as hereinabove provided, for the purposes expressed herein, by vote of a majority of the votes entitled to be cast by the members voting in person or by proxy at a meeting duly called for this purpose, written notice of the date, time, place and purpose of which shall be sent to all members at least thirty (30) days in advance of such meeting; provided, however, that until the sale of all of the Lots individually by Grantor (as defined in the Declaration), Grantor shall have sole power to levy such assessments with the same force and effect as if levied by a vote of the members. The assessments as to each Lot shall be determined by dividing the total amount of each annual or special assessment by the total number of Lots. (For example, prior to establishment of any Additional Lots, the assessment as to each Lot shall be one-ninth (1/9th) of the total assessment. In the event three (3) Additional Lots are established, the assessment as to each Lot shall thereafter be one-twelfth (1/12th) of the total assessment.)

Section 5. Date of Commencement of Assessments. The annual assessments provided hereinbefore shall commence immediately upon the sale of the first Lot by Grantor, and shall be payable on the date fixed by Grantor or by the vote of the members in levying such assessment. The special assessments provided hereinbefore shall commence on the date such assessments are levied and shall be payable on the date fixed by Grantor or by the vote of the members in levying such assessment. The Association shall furnish, upon demand by any member, a statement, in form appropriate for recording, attesting that any annual assessment or special assessment is paid or outstanding, which certificate shall be binding upon the Association and shall estop the Association from pursuing any amounts not referred to in the certificate if executed by any two members (other than a Lot Owner of the Lot which is the subject of the certificate) who purport, on the face of the instrument, to be Officers of the Association.

Section 6. Effect of Non-Payment of Assessment; Lien on the Lot; the Remedies of the Association. If the assessments provided for herein are not paid on the date when due, then the amount thereof and interest thereon and costs of collection thereof, as hereinafter provided, shall thereupon become a continuing lien on the Lot so assessed, which shall bind such Lot in the hands of the then owner of said Lot and his or her successors in record title; provided, however, that such lien shall bind any institutional mortgagee that succeeds to record

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title of a Lot solely by virtue of holding a mortgage on such Lot only to the extent that the lien represents assessments becoming due and payable after the earlier of the date on which the mortgagee takes possession of the Lot or the date the mortgagee takes title to the Lot by foreclosure of said mortgage or a deed in lieu of foreclosure. Notwithstanding the foregoing, the personal obligation of the then owner of said Lot to pay such assessment shall remain his or her personal obligation and shall not pass to his or her successors in record title unless expressly assumed by them. Any lien binding any Lot pursuant to this Section shall be superior to all other liens binding such Lot, except for municipal liens or, to the extent set forth above, a mortgage of record to an institutional mortgagee.

If the assessment is not paid within sixty (60) days after the due date (herein the "date of delinquency") the assessment shall bear interest from the date of delinquency at the rate of ten (10%) percent per annum, and the Association may bring any action against the Lot Owner personally obligated to pay the same or may foreclose the lien against such Lot in accordance with Section 7, below. In the event an action is brought by the Association against such Lot Owner, there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and, in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the court together with the costs of the action.

Section 7. Procedure for Foreclosure of Lien for the Payment of Assessments. The lien provided for hereinabove may be enforced, in case of nonpayment for six (6) months from the due date of the assessment, by sale by public auction on or near the Lot assessed in the same manner as the exercise of the Statutory Power of Sale for foreclosure of a Massachusetts real estate mortgage, and there shall be added to the amount of such assessment the costs of foreclosure incurred by the Association including, without limitation, reasonable attorneys' fees. The recording of an affidavit of such sale together with the Association's deed to the purchaser(s) shall forever bar the delinquent Lot Owner, and his successors in record title, from all right and interest in said Lot at law or in equity.

ARTICLE VIII
GENERAL PROVISIONS

Section 1. Notices. Except as otherwise set forth herein, any notice required to be sent to any member or any Lot Owner under the provisions of these By-Laws shall be deemed to have been properly sent when mailed by certified mail, postage prepaid, to the last known address of the person who appears as a

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member or Lot Owner on the records of the Association at the time of such mailing.

Section 2. Waiver of Breach. A waiver by the Association of any breach of one or more of the covenants, restrictions, agreements or charges contained herein or in the Declaration shall not be effective unless approved by all of the votes entitled to be cast by the members and, in any instance, shall not constitute a waiver of the right to enforce any of such covenants, restrictions, agreements or charges in any other instance.

Section 3. Invalidity. If any provision herein contained, or any part thereof, should be held invalid by any court, such invalidity shall in no way affect any other provision herein contained, or any other part thereof.