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5 PLANS

**AVERY AT SWAMPSCOTT CONDOMINIUM
MASTER DEED**

Swampscott Living, LLC, a Massachusetts limited liability company having an address of PO Box 780, Lynnfield, Massachusetts 01940 (the "**Declarant**"), being the owner of that certain real property located in Swampscott, Essex County, Massachusetts more fully described herein, by executing and recording this Master Deed does hereby submit said land, together with the buildings and improvements now or hereafter erected thereon, and all easements, rights and appurtenances belonging thereto, except such rights and interests reserved by and for the Declarant hereunder or others (collectively, the "**Property**"), to the provisions of M.G.L. c. 183A, as now in effect and as may be hereinafter amended (the "**Act**"), and states that the Declarant proposes to and does create with respect to the Property a condominium governed by and subject to the provisions of the Act and, to that end, the Declarant does declare and provide as follows:

1. Name of the Condominium. The name of the condominium hereby created shall be the **Avery at Swampscott Condominium** (the "**Condominium**").

2. Organization of Unit Owners. The trust through which the Unit Owners will manage and regulate the Condominium is the **Avery at Swampscott Condominium Trust** established of even date and recorded herewith (hereinafter sometimes referred to as the "**Declaration of Trust**," the "**Trust**" or the "**Declaration**"). Said Declaration establishes a membership organization for the benefit of the owners of record of Condominium units (the "**Units**") from time to time (the "**Unit Owners**"), of which all Unit Owners shall be members and in which such Unit Owners shall have a beneficial interest in proportion to the percentage of undivided interest in the Condominium common areas and facilities to which they are entitled hereunder (the "**Beneficial Interest**"). The Declaration includes by-laws pursuant to and in accordance with the provisions of the Act ("**By-Laws**"). The name of the original Declarant-appointed Trustee (as defined in the Declaration) is **Swampscott Living, LLC**.

3. Description of the Land. The land portion of the Property comprising the Condominium (the "**Land**") is that certain parcel of land of approximately 1.8 acres, located at 441 – 445 Essex Street in Swampscott, Essex County, Massachusetts and described on Schedule A attached hereto. The Land is subject to such rights, easements, covenants, restrictions and encumbrances as are of record and in force, as well as the rights and easements established herein. The Land is additionally subject to such rights, interests and easements as are hereinafter reserved to the Declarant, which rights, interests and easements shall, in all instances, be exercisable by the Declarant and its successors or assigns, whether so stated or not. The Land, together with the Building (as defined below) and other improvements thereon constituting Phase 1 of the Condominium, are described and shown on the site plan recorded herewith (the "**Site Plan**"). The Land and the Condominium are to be developed in a number of phases, as more fully described hereinafter. **THE DECLARANT HEREBY SUBMITS ONLY PHASE 1, BEING THE EIGHT UNITS IDENTIFIED AS UNITS # 102, 104, 105, 106, 201, 205, 305, AND 306 TO THE CONDOMINIUM AT THIS TIME.** The Declarant's present intention is to add additional Units through future phases and sub-phases. When all phases and sub-phases are completed there will be a total of 42 units.

4. Description of the Building. The Building located on the Land and comprising the first phase of the Condominium (the "**Phase I Building**") is shown on the Site Plan and is further described in Schedule B attached hereto. Schedule B includes a description of the number of stories, number of Units, and principal materials of construction of the Phase I Building. The location of the Phase I Building is shown on the Site Plan. The Phase I Building, together with any other buildings or portion thereof later added to the Condominium after the recording of this Master Deed are hereinafter collectively referred to as the "Building" or "Buildings."

5. Description of the Units and Their Boundaries. The Units, their respective boundaries and the appurtenances thereof are as hereinafter delineated. Phase 1 of the Condominium is comprised of eight (8) Units whose location, designation, approximate area, initial percentage interest, and immediately accessible common areas are set forth in Schedule C attached hereto and are shown on the Condominium floor plans filed herewith (the "**Condominium Plans**") bearing the verified statement of a registered architect, engineer or surveyor certifying that said Condominium Plans depict fully and accurately the layout, location, Unit number and dimensions of the Units, as built.

a. Boundaries of the Units. The boundaries of the Units in the Condominium with respect to the floors, ceilings, walls, exterior doors and windows thereof are as follows:

- i. Floors: The upper surface of the subfloor of the Unit;
- ii. Ceilings: The plane of the lower surface of the underside of steel decking and supporting beams.
- iii. Walls: The plane of the surface of the wall studs facing the interior of the Unit;
- iv. Exterior Doors: The interior surfaces of the door(s), in its or their entirety, including the frames, jambs, hardware, thresholds, and including the interior molding or trim, if any;
- v. Windows: The interior surfaces of the windows, in their entirety, including the frames, mullions, sashes, stiles, hardware, interior molding or trim, if any;
- vi. Other: Any air conditioner fan coil unit, baseboard heat, smoke, carbon monoxide and heat detectors, light fixtures on balconies or patios, and other wiring, fixtures, HVAC vents and duct work within Unit Owner's unit walls and ceilings, and any equipment for sub-metering, as well as all pipes, wires, plumbing or conduits leading from common service lines (pipes, wires, plumbing or conduits which serve multiple Units) back to the Unit, dryer vents, toilets, bath and shower piping and/or other utilities or conduits for utilities, whether located within or without the boundary of a Unit and serving only that Unit, are a part of the Unit and shall be maintained, repaired and replaced by the Unit Owner at his or her sole cost and expense.

b. Appurtenances to Units. Each of the Units shall have as an appurtenance thereto the exclusive right and easement to ("**Exclusive Use**"), consonant herewith and subject to the rules and regulations promulgated pursuant to the By-Laws (the "**Rules and Regulations**"), use the following Exclusive Use Areas (sometimes herein also referred to as "**Limited Common Areas and Facilities**" or "**Limited Common Elements**"):

- i. Each Unit shall have the Exclusive Use of any exterior balcony or patio affixed to or leading from the Unit, and each Unit Owner shall be responsible for the proper upkeep, care and maintenance of any such balcony or patios as determined by the board of trustees of the Trust

(the "Trustees," the "Board," or the "Board of Trustees"). The Board shall be responsible for, and shall control, all necessary repairs and replacements of any balconies or patios.

- ii. Any exterior lights and light fixtures serving the Unit and each Unit Owner shall be responsible to maintain, repair and replace same including, but not limited to light bulbs in accordance with the terms of this Master Deed, the Declaration of Trust and such rules as the Board may promulgate from time to time.
- iii. Each of the Units shall have the exclusive use of one assigned covered space as may be designated in the Unit deed. In addition, Unit owners may be entitled to an additional exterior space as may be designated by easement or license issued by the Declarant or, if after the Transition Date (as defined in the Trust), the Trustees. The use of all parking areas and garage/covered spaces shall be in accordance and subject to such Rules and Regulations as the Board may adopt from time to time.

6. Description of Common Areas and Facilities. The Common Areas and Facilities of the Condominium (hereinafter called the "Common Elements" or "Common Areas and Facilities") consist of all of the Property and improvements as defined above, exclusive of the Units, including, without limitation, the following:

- a. The Land described above, subject to and with the benefit of rights and easements applicable or appurtenant thereto;
- b. The foundations, floor slabs, columns, girders, beams, supports, structural members, and roof of the Building; all exterior walls and interior demising walls, exterior windows, doors and associated trim and components, common interior hallways, floors and ceilings within the Building (other than any portion of said exterior and interior walls, sub-floors and floors and ceilings, included in the Units as specified in Section 5 above); common stairways and elevators, and all associated components; structural or bearing walls or other structural components, even if contained entirely within any Unit;
- c. Installation of Services such as electricity, power, light, gas, sewer, hot and cold water, heating, air conditioning, cable, internet, telephone, data, and trash and waste disposal, including all equipment attendant thereto such as boilers, chillers, pump controls, software, and generators, but not including: (i) wires, conduits, installations, services and equipment contained within and/or servicing a single Unit, or (ii) wires, conduits, installations, services and equipment reserved by the Declarant;
- d. All conduits, chutes, ducts, shafts, plumbing, wiring, flues, sprinklers, and other facilities for the furnishing of utility services or waste removal which are contained in portions of the Building contributing to the structure or support thereof, and all such facilities contained within any Unit, which serve parts of the Building other than the Unit within which such facilities are contained together with an easement of access thereto for maintenance, repair and replacement;
- e. All common personal property and equipment including, but not limited to fire safety equipment, wherever located in, on, or around the Building;

- f. The landscaping, lawns, or yard areas, any irrigation system and/or well serving such system, light fixtures, signs, benches or other features, walkways, patios, sidewalks, passageways, driveways, roadways and the exterior improvements upon the Property, including fences, gates, walls, retaining walls, railings, and steps (but not including steps or entryways included within a Unit);
- g. Any trash chutes, dumpsters, interior or exterior waste storage areas, lobby areas, mail areas, mechanical rooms, or other similar common use Building or area located within the Property, subject to the reserved rights of the Declarant;
- h. All other apparatus and installations existing in the Building for common use, or necessary or convenient to the existence, maintenance or safety of the Building, including but not limited to alarm or fire safety systems, camera systems, intercom systems, access control systems, sprinkler systems or other such life safety equipment;
- i. All interior and exterior parking spaces, subject to the right of the Declarant to assign rights of exclusive use thereof to individual Unit Owners, as described in this Master Deed; and,
- j. All other property not included within the definition of Unit, including such additional Common Elements as may be defined in the Act, subject to the reserved rights of the Declarant hereunder.

The Common Elements shall be subject to the provisions hereof and of the Trust, and to Rules and Regulations promulgated pursuant to the Trust with respect to the use thereof. The Common Elements shall also be subject to the reserved rights of the Declarant set forth herein.

The Unit Owners in Phase 1 shall have an undivided interest in the Common Areas and Facilities in the percentages as specified in Schedule C, for so long as the only Units in the Condominium are the Phase 1 Units. From and after the addition to the Condominium of any subsequent Phase or Sub-Phase (both as defined herein) containing additional Units (the "**Additional Units**") pursuant to the provisions of this Master Deed, the Beneficial Interest to which the Phase 1 Units (and Units added by way of previously recorded Phasing Amendments, as defined herein) are entitled shall be reduced accordingly and the Beneficial Interest to which the Phase 1 Units and all additional Units subsequently included herein shall be determined upon the basis of the approximate relation that the area of each Unit bears to the aggregate area of all Units, which may take into account Unit location, amenities in the Unit, and Limited Common Areas or Exclusive Use Areas and benefiting the Units.

The Beneficial Interest so determined by the Declarant shall be set forth in the Phasing Amendments to the Master Deed by which the additional Unit or Units resulting in such change of Beneficial Interest is added to the Condominium. Each Unit Owner and mortgagee, by acceptance of a Unit deed or mortgage, shall be deemed to have consented to the foregoing changes in percentage interests and to the rights reserved to the Declarant under this Master Deed and in the Declaration of Trust. Solely for purposes of calculating common and special assessments, said charges may be rounded to the nearest dollar but calculated using said percentage interest.

Each Unit Owner may use the Common Areas and Facilities in accordance with their intended purposes without being deemed thereby to be hindering or encroaching upon the lawful rights of the other Unit Owners, as provided in Section 5(d) of the Act. In addition to all provisions of Section 5(d) of the Act, the use of said Common Areas and Facilities shall be subject to the terms and provisions of this Master Deed, the Declaration of Trust, the By-Laws and the Rules and Regulations, including the provisions herein relating to Exclusive Use Areas, as the same may be amended from time to time.

7. Plans. As stated, simultaneously with the recording hereof there has been recorded the Condominium Plans of the Building showing the layout, location, Unit number and dimensions of the Units therein, stating the name of the Building or that it has no name, and bearing the verified statement of a registered architect or engineer certifying that the plans fully and accurately depict the layout, location, Unit number and dimensions of the Units therein as built. Said plans further show the location of certain of the Common Areas and Facilities.

8. Common Easements and Right of Access. Each Unit Owner shall have an easement, in common with the Owners of all other Units, to use all pipes, wires, ducts, flues, cables, conduits, utility lines and other Common Elements of the Condominium serving his or her Unit. The Trustees, and any property manager or managing agent, and any other person authorized by the Trustees or by any property manager of the managing agent (the "**Property Manager**"), shall have a right of access to each Unit at reasonable times and upon reasonable notice (which notice shall be given not less than 24 hours in advance, except in the event of emergencies) for the purpose of making inspections or for the purpose of correcting any conditions originating in any Unit or suspected of originating in any Unit, or threatening another Unit or Common Element or adversely affecting the Condominium or common expenses, or for any other purpose permitted by this Master Deed or the Declaration of Trust or By-Laws, as amended from time to time. In case of an emergency, such right of entry shall be immediate, by any appropriate means, whether the Unit Owner is present at the time or not.

9. 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) alteration or repair to the Common Elements made by or with the consent of the Trustees, or (b) settling of all or any portion of the Building, or (c) repair or restoration of the Building or any Unit after damage by fire or other casualty or (d) condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building stands.

10. Intended Use. The Building, the Units and the Common Areas and Facilities are intended to be used solely for residential purposes and lawful and permitted accessory uses thereto, the Common Elements being used incidental thereto. The use of all Units and the Common Areas and Facilities are subject to the restrictions set forth herein, in the Declaration of Trust, the By-Laws, and the Rules and Regulations, as the same may be amended from time to time. The Building, the Units and the Common Areas and Facilities may, with the written consent of the Trustees, be used for such other lawful purpose, or purposes, as shall not interfere with, nor conflict with, these intents or the restrictions hereinafter or in the Declaration of Trust contained.

11. Restrictions on Use. Unless otherwise permitted by written instrument duly executed by the Trustees, the use of the Units, the Building and the Common Areas and Facilities shall, in addition to those restrictions and requirements contained in the Trust and Rules and Regulations, be restricted as follows, except to the extent that enforcement of same may be held to be prohibited by law:

- a. No Unit shall be used for any purpose other than permitted single-family residential uses and uses accessory thereto in accordance with applicable building and zoning requirements. Notwithstanding the foregoing, in no event shall any Unit be used for any business purpose where customers, clients, patients or other patrons frequent the Unit or the Common Areas and Facilities.
- b. No Unit may be rented, let, bartered, leased or licensed to or by any individual who is not the owner of record of the Unit except in compliance with the following provisions:
 - i. Any lease authorized hereunder shall be for a term of not less than one year and not more than two years. No Unit shall be leased, rented, bartered or sub-let on a short term, resort or hotel style basis.
 - ii. Any lease of a Unit shall: (1) be in writing and apply to the entire Unit, and not merely a portion thereof; (2) expressly provide that the lease or occupancy agreement shall be subject in every respect to the Master Deed, Declaration of Trust and Rules and Regulations, as the same have been amended most recently prior to the execution of the lease; (3) expressly provide that the lease shall be subject in every respect to all federal, state and local laws, statutes, rules and regulations, etc., as the same may be amended; (4) comply in all respects with M.G.L.c.183A as it may be amended; (5) shall provide that the lease may not be assigned, subleased or otherwise transferred except with the prior written approval of the Board; and, (6) contain the following provision, in capital letters, double spaced:

“IMPORTANT CLAUSE

LESSEE ACKNOWLEDGES BY HIS/HER EXECUTION OF THE LEASE HEREWITH THAT HE/SHE HAS RECEIVED AND/OR REVIEWED A COPY OF THE MASTER DEED, DECLARATION OF TRUST AND RULES AND REGULATIONS OF THE AVERY AT SWAMPSCOTT CONDOMINIUM, COPIES OF WHICH ARE ATTACHED HERETO AND INCORPORATED HEREWITH. LESSEE AGREES THAT HE/SHE WILL NOT VIOLATE THE PROVISIONS OF ANY SAID DOCUMENTS AND, TAKE HIS/HER LEASE SUBJECT TO ALL OF THE REQUIREMENTS OF THE AFOREMENTIONED DOCUMENTS, NOTWITHSTANDING ANY PROVISIONS FOUND IN THIS LEASE AND THAT IN THE EVENT OF A CONFLICT BETWEEN THE LEASE AND THE RIGHTS GRANTED THEREUNDER, AND THE CONDOMINIUM DOCUMENTS, AND ANY AMENDMENTS THERETO, THE CONDOMINIUM DOCUMENTS, AS AMENDED, WILL BE THE

CONTROLLING SOURCE OF THE OBLIGATIONS CONTAINED HEREUNDER. LESSEE ACKNOWLEDGES THAT HE/SHE WILL BE JOINTLY AND SEVERALLY LIABLE WITH THE UNIT OWNER FOR ANY VIOLATION OF THE CONDOMINIUM DOCUMENTS AND THAT IN THE EVENT OF A VIOLATION OF THE PROVISIONS OF THE CONDOMINIUM DOCUMENTS THAT ANY LEASE HEREUNDER MAY BE TERMINATED, AT THE SOLE DISCRETION OF THE BOARD OF TRUSTEES, ALL IN CONFORMITY WITH THE CONDOMINIUM DOCUMENTS AND MASSACHUSETTS GENERAL LAWS. SAID TERMINATION BY THE BOARD OF TRUSTEES SHALL NOT RELIEVE THE UNIT OWNER AND/OR LESSEE OF ANY LIABILITY WHICH SAID UNIT OWNER AND/OR LESSEE MAY HAVE TO THE CONDOMINIUM ASSOCIATION, NOR RELIEVE THE UNIT OWNER AND/OR LESSEE FROM ANY DAMAGE DUE TO THE ASSOCIATION AND ALL APPLICABLE FINES, ATTORNEY'S FEES AND COSTS AS SET FORTH IN THE CONDOMINIUM DOCUMENTS. LESSEE FURTHER ACKNOWLEDGES THAT THE CONDOMINIUM ASSOCIATION, PURSUANT TO THE CONDOMINIUM DOCUMENTS, WILL HAVE THE RIGHT TO ENTER THE UNIT AS MAY BE PROVIDED WITHIN SAID DOCUMENTS."

- iii. The execution of any lease, rental agreement, sublease, assignment and/or license agreement, and the rental of any Unit without strict compliance with the provisions hereof shall render said lease voidable and subject the Unit Owner and tenant to the fines set forth in the Condominium documents with each day constituting a separate and independent offense.
- iv. Any failure by the tenant to comply in all respects with the provisions of the Condominium Documents shall constitute a material default of the lease, and in the event of such default, the Board shall have the following right and remedies against both the Unit Owner and tenant: (1) the Board shall have the right to levy fines against the Unit Owner and tenant of the affected Unit in accordance with the provisions of the Condominium Documents, and (2) the Board shall have any and all other rights under the Condominium Documents, at law and/or under the Rules and Regulations as they may be amended, including, but not limited to, bringing actions in the applicable Court to require the Unit Owner to commence an eviction action, to bring an eviction action in place of the Unit Owner, and/or to seek an injunction prohibiting any conduct which violates the above. All of the expenses of the Board in giving notices and maintaining and pursuing actions and holding hearings hereto shall be entirely at the expense of the tenant and/or Unit Owner of the affected Unit and they will be jointly and severally responsible for the same, and such costs and expenses may be enforced and collected against the Unit Owner and Unit as if the same were common expenses owed by the Unit or Unit Owner and shall constitute and be a lien upon the premises pursuant to M.G.L.c.183A and subject to the rights and enforcement and remedies thereto.
- v. Notwithstanding anything to the contrary herein, no part of the Condominium Documents now or hereafter adopted or promulgated shall ever be deemed to prevent, restrict,

discourage, or hinder, in fact, in any manner whatsoever the alienation, conveyance, mortgage, purchase, sale, rental, lease, license, use or occupancy of Units or any negotiations in connection therewith because of race, religion, creed, color, national origin, sex, sexual orientation, age, ancestry, marital status, status as a veteran or member of the armed services, or any ethnic group, blindness, or by any reason of the fact that children will occupy such Unit, receipt of public assistance, or, in addition to the foregoing, by any reason whatsoever prohibited by any federal, state, county or municipal law.

- vi. The provisions of this Section 11(b) shall not apply to the Declarant, or its successors or assigns, while the Declarant continues to own any Unit at the Condominium.

- c. The architectural integrity of the Building and the Units shall be preserved and to that end, without the express written consent of the Trustees, no awning, screen, antenna, sign (except for signs used by Declarant or its agents), banner or other device, and no exterior change, alteration, addition, structure, projection, decoration or other feature shall be erected, applied to, or placed upon or attached to any Unit, or any part thereof, on the Building or upon any other Common Element and without the express written consent of the Trustees. No addition to or change or replacement of any exterior light, door knocker or other exterior hardware shall be made and no painting, attaching of decalcomania or other decoration shall be done on any exterior part or surface of any Unit, nor on the interior visible surface of any window, without, in each instance, the prior express consent thereto in writing by the Trustees. Such restrictions shall not, however, be construed to restrict a Unit Owner's right to decorate the interior of his Unit, except for the exterior visible surfaces thereof, as he or she should so determine; provided, however, that to the extent such decoration when viewed from the exterior of any Unit, if such shall be so viewable, detracts, in the reasonable judgment of the Trustees, from the aesthetic or architectural integrity of the Building, the Unit Owner may be required to undertake such reasonable measures as the Trustees may determine to ameliorate such detraction. Further, such restrictions shall not be construed to restrict a Unit Owner's right to move, remove, alter or change any interior, non-structural, wall or partition, nor change the use and/or designation of any room within his/her/their Unit; provided, however, that such shall not adversely affect the structural, mechanical, electrical, and utility wiring integrity of the Buildings nor overload the Building systems and provided further, that (1) reasonable advance notice thereof is given to the Trustees; (2) all reasonable and necessary documents and plans are provided in advance to the satisfaction of the Trustees; (3) all necessary and proper permits and/or approvals are obtained from appropriate governmental authorities; (4) all conditions as may be reasonably imposed by the Trustees are satisfied; (5) that proper sound mitigation planning, design and measures are incorporated and installed in a manner consistent with the Building construction or as required by the Trustees, and (5) any contractor(s) performing such work shall be licensed and insured, and shall provide the Trustees with evidence of same prior to the commencement of work.

- d. Unit Owners may keep in their Units customary household pets subject to the following conditions and such other reasonable conditions as the Trustee(s) may by rule and regulation impose:
 - i. All permitted pets (other than fish) shall be registered with the Board upon such form and in such a manner as determined by the Board from time to time;

- ii. No pet shall interfere with the quiet enjoyment of the Condominium by its residents;
 - iii. No dangerous breeds (including, but not limited to: Pit Bull Terriers, Staffordshire Terriers, Rottweilers, German Shepherds, Presa Canarios, Chows, Doberman Pinschers, Akitas, Wolf-hybrids, Mastiffs, Cane Corsos, Great Danes, Alaskan Malamutes, Siberian Huskies or any breeds deemed dangerous by the Trust's Master Insurance Carrier or insurance agent), shall be kept in any Unit or allowed in the Common Elements;
 - iv. No pet weighing more than forty (40) pounds shall be permitted at the Condominium;
 - v. No more than a total of two (2) pets shall be permitted in any single Unit;
 - vi. The Trustees may exclude a pet, including, but not limited to, exclusion based on the general disposition and noise level of the breed;
 - vii. Any permitted pet shall not be allowed upon the Common Elements unless restrained by a leash, transport box, or cage; and in no event upon the land portion of the Property save for transit there across, except for areas designated therefor;
 - viii. The owner or caregiver of each permitted pet shall immediately pick up, clean and sanitize any area soiled by pet waste and will properly dispose of any feces deposited by such animal;
 - ix. No poultry, livestock, horses, wild animals, feral animals, dangerous animals or exotic animals shall be allowed at the Condominium; and,
 - x. Each Unit Owner keeping such a pet or pets who violates any of the above conditions or permits any damage to or soiling of any of the Common Elements or permits any nuisance or unreasonable disturbance or noise shall: be assessed by the Trustee(s) for the cost of the repair of such damage or cleaning or elimination of such nuisance; and/or, be levied such fine as the Trustee(s) may reasonably determine and such legal fees and costs as the Trustees may incur; and/or, be required by the Trustee(s) to permanently remove such pet from the Condominium upon five days' written notice from the Trustee(s).
- e. 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, or the Act, as they may be amended from time to time, and all use shall be conducted in a manner consistent with the comfort and convenience of the occupants of the other Units.
- f. Unit Owners shall be responsible to keep up and maintain their Unit in a dry and clean manner and state, with a minimum air temperature within the Unit of not less than 55° Fahrenheit and a maximum air temperature of not more than 77 degrees Fahrenheit. Indoor relative humidity must be maintained between 30 and 55 percent at all times. Unit Owners shall be responsible to: (1) clean and dust the surfaces within a Unit on a regular basis; (2) immediately remove visible moisture accumulation on windows, windowsills and any other surfaces within the Unit; (3) immediately clean, dry and disinfect all liquid spills or leaks within the Unit; (4) not block or cover any heating, ventilation or air-conditioning ducts and keep furniture and furnishings away from such ducts; (5) when appropriate, engage a professional remediation company to mitigate any damage to the Unit resulting from leaks and spills; (6) replace, if any, prior to the end of the warranty period; (7) use braided metal hoses or high pressure equivalent on washing machines, if any, as well as washing machine drip trays; (8) utilize licensed plumbers and electricians for any plumbing or electrical work within the Unit; and, (9) notify the Board in writing of a contact person and emergency number if they are away from the Unit for a period of two days or more.

Unit Owners shall also be solely responsible to ensure that any vents, ducts, or exhaust fans serving the Unit are vented properly to the exterior including, without limitation, bath exhaust vents, stove vents and laundry dryer vents. In the event they are not properly vented, the Unit Owner shall repair the same, obtaining the written consent of the Board prior to undertaking any work in the common areas or within the Unit. In addition, Unit Owners shall be solely responsible to inspect, clean and maintain (including changing filters); at least annually, all such vents and exhaust fans.

Unit Owners are required to report immediately, in writing, delivered to the Board: (1) any evidence of water leak or water infiltration or excessive moisture in the Unit or Common Elements; (2) any evidence of mold or fungi growth within the Unit that cannot be completely removed with a common household cleaner; and/or (3) any failure or malfunction of any heating, ventilating or air conditioning system serving the Unit. Unit Owners shall be responsible and liable for any expenses incurred by the Board for the maintenance, repair, replacement, cleaning and remediation to repair the Unit and to remove mold from the Unit in the event the Unit Owner fails to properly and promptly undertake the same. Notwithstanding the foregoing, the Board shall have no obligation to undertake any action within a Unit, but may do so in its sole discretion. Unit Owners shall allow immediate access to their Unit for such purposes.

- g. No nuisance shall be allowed in or upon the Condominium, nor shall any use or practice be allowed which interferes with the peaceful possession or proper use of the Condominium by its residents.
- h. No immoral, improper, offensive or other unlawful use shall be made of the Units or Condominium or any part thereof, and all valid laws, ordinances, rules 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 Unit shall be eliminated by and at the sole expense of the Unit Owner and those relating to the Common Elements shall be eliminated by the Trustees, except as may be otherwise provided for herein.
- i. No use of the Common Elements shall be made save for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.
- j. No Unit Owner shall place or cause to be placed in or on any of the Common Elements, other than the Limited Common Elements to which such Unit Owner has exclusive rights, any furniture, packages, or objects of any kind, nor shall any such area be utilized for other than its intended purpose. No Unit, or Limited Common Element of Exclusive Use Area, shall be maintained or used in such a manner as to detract from the value of the other Units or the Condominium as a whole.
- k. No Unit Owner shall place or cause to be placed in or on any balcony any furniture or other personal property except for neutral colored furnishings less than 36 inches in height.

- l. No Unit Owner shall place or cause to be placed in or on any of the Common Elements, or upon any patios or balconies, any holiday or seasonal or sports decorations.
- m. No Unit Owner shall place or cause to be placed in or on any of the Common Elements, or upon any patio or balconies, any type or kind of cooking grill.
- n. Driveways and parking spaces may be occupied by private, noncommercial, passenger vehicles only (as that term is defined in the next two sentences), and may not be used for any purpose except the parking of vehicles in accordance with this Master Deed, the Trust, the By-Laws and the Rules and Regulations. The term "private, noncommercial, passenger vehicles" as used in the immediately preceding sentence, shall include automobiles, sport utility vehicles, motorcycles and, to the extent customarily used primarily for the transportation of passengers rather than cargo, small to mid-size pickup type trucks. The fact that a vehicle described in the immediately preceding sentence bears "Commercial" license plates shall, in and of itself, not render such vehicle a commercial vehicle. No parking spaces shall be used for storage. No boats, trailers, ATVs, four wheelers, unregistered vehicles, motor homes of any size or type, or inoperable vehicles shall be permitted to be parked in any garage, or on the driveways, roadways or parking spaces.
- o. The foregoing restrictions shall be for the benefit of the Unit Owners and the Trustees, and may be administered on behalf of the Unit Owners by the Trustees. These restrictions 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. The failure of any Unit Owner, or person occupying a Unit, to comply with said restrictions will give rise to a cause of action in the Trustees, and/or any aggrieved Unit Owner, for the recovery of damages, or for injunctive relief, or both.

12. Rights Reserved to the Declarant.

- a. As stated above, the Declarant intends to develop the Condominium in stages herein referred to as "Phases" and "Sub-Phases". The Land, together with the Buildings described and shown on the Site Plan as "Phase 1" shall initially comprise the Condominium. Said Phase 1 consists of eight (8) Units. The Condominium shall consist of additional Phases or Sub-Phases constructed and to be constructed, on the Land and the Property, which additional Phases or Sub-Phases, and the related construction and development to be added, without limitation, by adding additional land, expanding Phase 1, or any later constructed, building, constructing a new building or buildings, or subdividing or reconfiguring the Phases, or later, Units. Until such time as additional Phases or Sub-Phases are added to the Condominium by the recording of "Phasing Amendments" as described below, any Building or portions thereof existing on the Land (other than Phase 1) and any other portions of the Building shown on the Site Plan shall constitute an interest in real estate and be exclusively owned by, and shall be the exclusive responsibility of, the Declarant.
- b. The Buildings (and portions of Buildings) for Phase 2 and all subsequent Phases or Sub-Phases ("Future Phases") are to be constructed on the areas described or shown on said Site Plan or on areas to be shown on subsequently recorded Site Plan. When all Phases of the

Condominium have been developed, it is anticipated that there will be a total of up to 42 Units in numerous Phases and/or Sub-Phases. The Declarant need not complete construction of or establish any additional Phase or Sub-Phase as part of this Condominium, however.

- c. The Declarant expressly reserves the right to either (i) create more or fewer Phases than may be currently contemplated, or create Sub-Phases; and (ii) to add Phases or Sub-Phases to the Condominium in an order other than as set forth herein or as shown on the Site Plan.
- d. As described above, with respect to any portion of a Building not comprising Phase 1 or a later Phase expressly made subject to this Master Deed and part of the Condominium pursuant to a "Phasing Amendment" (as described below), the Declarant reserves for the benefit of itself and its successors and assigns exclusive ownership of such Buildings or portions of Buildings, as well as the right to fully construct, develop and finish same. Thus, the Buildings and portions of Buildings, as well as the other areas located beyond Phase 1, may be exclusively utilized by the Declarant and its successors and assigns for whatever lawful use or purpose may be deemed desirable by Declarant in its sole discretion. Nothing contained in this Master Deed or in future amendments shall be held to limit or restrict said reserved rights of Declarant for the benefit of itself and its successors and assigns.
- e. The Declarant, for itself and its successors and assigns, hereby reserves exclusive rights and easements to enter onto the Land and complete construction of any buildings thereon, along with all improvements, utility lines, driveways, wires, pipes, conduits, sewer, walkways, and drainage lines to service the Units constructed on the Land described in Schedule A.
- f. The Declarant expressly reserves for itself and its successors and assigns, and shall have the right, without the further consent of any Unit Owner or mortgagee, to amend this Master Deed so as to include in this Condominium the later Phases thereof as set forth above (hereinafter, the "Phasing Amendment(s)"), pursuant to and in accordance with the provisions of this Section 13. Until the happening of one of the events described below, the building areas shown on the Site Plan outside of the Phase 1 Area (i.e., the "Later Phase Areas") shall be deemed to be subject to the exclusive use, rights and easements hereby reserved by the Declarant and its successors and assigns in this Master Deed, including the rights of the Declarant to convert said areas to Units, Limited Common Areas, and Common Areas and Facilities as described herein and in the Phasing Amendments.
- g. The Declarant shall not amend this Master Deed so as to include such later Phases or Sub-Phases until the construction of the portion(s) of the Buildings containing the Units in such Phase or Sub-Phase has been completed sufficiently for the certification of plans provided for in Section 8(f) of the Act.
- h. The Declarant, in any Phasing Amendment, shall have the right, in its sole discretion, to create additional Units, as well as the right to create and designate Limited Common Areas. Upon the recording of such amendment of this Master Deed so as to include said later Phases or Sub-Phases, the Units in the Buildings in such Phase or Sub-Phase shall become Units in this Condominium owned by the Declarant and shall thereupon be subject to Common Charges (as provided for, or defined in, the Declaration), and the Common Areas and Facilities of this

Condominium shall include, except as otherwise provided in said Phasing Amendment, the same elements, features, and facilities of the Building and grounds which are described, defined, and referred to as to Phase 1 in this Master Deed as Common Areas and Facilities. After the recording of such Amendment of this Master Deed creating said later Phases or Sub-Phases the total number of Units in the Condominium shall be the Units in Phase 1 and the Units subsequently created by Amendment(s) to the Master Deed.

- i. Except as otherwise provided herein, if the Declarant has not so amended this Master Deed so as to include any or all of said later Phases or Sub-Phases in the Condominium within 10 years after the date of recording of this Master Deed, then the foregoing reserved rights shall terminate and be of no effect with respect to any such later Phases not yet created and the Land where said phases were not created shall revert to the Declarant or its successors and assigns together with such easements over the Condominium Land for development, access installation of utility lines and also such other purposes deemed necessary by the Declarant in its sole discretion.
- j. Nothing herein shall be deemed to obligate the Declarant to create any later Phases or Sub-Phases. Moreover, notwithstanding any contrary or inconsistent provision above, the Declarant, and its successors and assigns, shall have the right, prior to the execution and recording of the Phasing Amendments creating said later Phases or Sub-Phases, to change the number, size, layout and locations of Units in any of such later Phases or Sub-Phases.
- k. Any such amendment creating a later Phase or Sub-Phase shall contain with respect to such Phase or Sub-Phase all the particulars required by the Act. Without limitation of the foregoing, the designation of each Unit in such Phase or Sub-Phase, a statement of its location, approximate area, and the immediate common areas to which it has access and its proportionate interest in the common areas and facilities shall be set forth, respectively, in the Phasing Amendment. No such amendment to this Master Deed shall be effective until it is recorded with the Essex South District Registry of Deeds (the "**Registry of Deeds**").
- l. Declarant further reserves the right for itself and its successors and assigns, in its sole discretion, to abandon its intention to create any later Phase or Sub-Phase of the Condominium, as set forth above, and may, in its discretion, record a statement to said effect with the Registry of Deeds.
- m. Upon the happening of any of the events described in (a), (b) or (c) below, certain portions of the Building as described in the Phasing Amendment(s) (subject to matters of record, and not including the Units constructed therein) shown as the areas (or parts thereof) beyond Phase 1 may become part of the Common Areas and Facilities (or Limited Common Areas, if so designated by the Declarant): (a) as to an area designated by Declarant as an area relating to a specific Phase or Sub-Phase, when the Declarant records an amendment to this Master Deed to create such later Phase or Sub-Phase on such area, as described above and in the applicable Phasing Amendment; (b) 120 days after the time limit to record such Phasing Amendment(s) expires, as set forth above; or (c) as to any specific area(s) designated by Declarant, when the Declarant abandons its rights to develop later Phases or Sub-Phases by recording an instrument(s) to that effect. Until such time as any such areas become part of the general

Common Areas as described in this Section, the Declarant and its successors and assigns will have the exclusive right to use and develop said areas, and to rent, lease, occupy and enjoy any revenues derived from said areas.

- n. The Declarant reserves the right for itself and its successors and assigns to construct the Units in the proposed additional Phases or Sub-Phases in styles and sizes other than those built in Phase 1, so long as those styles and sizes conform to applicable zoning by-laws and regulations (or permit(s) and approvals relating to the Property). The designation of each Unit in said Future Phases, a statement of its location, approximate area, number of rooms, and immediate common areas to which it has access, and its proportionate interest in the Common Elements shall be set forth, respectively, in the Phasing Amendments. Any such amendment shall contain, with respect to Future Phases, all of the particulars required by the Act. From and after the recording of such amendments, the Condominium shall include the Phases added by such amendments and the Units therein shall be subject to Common Charges and entitled to vote as provided in the Declaration of Trust. Similarly, the Common Elements of the Condominium shall then include the same elements and parts of Buildings described hereinabove. All intended improvements in future Phases will be substantially completed prior to annexation in such Phasing Amendment(s).
- o. In addition to all other rights of Declarant hereunder and pursuant to Declarant's right to amend this Master Deed so as to create later Phases or Sub-Phases as set forth above, Declarant reserves unto itself and its agents, servants, employees, independent contractors, workmen, work crews, successors and assigns the right and easement to use, occupy, and alter, for construction purposes, the areas beyond Phase 1, for all purposes necessary or desirable in order to construct the late Phases or Sub-Phases and the Condominium Units thereon and the common areas and facilities therefor. The Declarant further reserves for itself and its successors and assigns the exclusive right to grant easements to others to use the roadways and other areas of the Property for vehicular and pedestrian traffic.
- p. Without limiting the generality of the foregoing and in furtherance thereof, the Declarant hereby reserves unto itself and its agents, servants, employees, independent contractors, workmen, work crews, successors and assigns, the following rights to be in full force and effect until 120 days after the last of the Units in the final Phase or Sub-Phase is conveyed of record by the Declarant to purchasers other than purchasers designated as successors or assigns of Declarant's rights under this Master Deed: the right of access, ingress, and egress over and upon the Land and the common areas and facilities of the Condominium, including that deemed by the Declarant to be necessary for marketing purposes and for the work of construction, reconstruction, rehabilitation, improvement, and other work in progress or contemplated by Declarant; the right to lay, maintain, repair and replace, construct, and install and connect (or connect with and make use of) all utilities, utility lines, poles, tanks, walls, ducts, conduits, and similar facilities to serve any or all of the buildings and/or dwelling units and the common areas and facilities and all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of power, gas, light, cable television, water, air and all sewer and drainage pipes to serve any or all of the Buildings and/or Units and the Common Elements; to pass and repass by foot and vehicle over all driveways, roadways, access ways, parking areas and walkways, whether now existing or to be constructed in the future, for all purposes for which driveways,

roadways, access ways, parking areas and walkways are commonly used, including the transportation of construction materials, equipment, and personnel for the purposes of construction; to construct buildings and improvements on the Land and to engage in all activities necessary or appropriate to accomplish the same, including without limitation the exclusive right to grant to others including any public utility or authority, easements for the installation and maintenance of utilities; to store construction materials, equipment, and supplies in those portions of the Common Elements not subject to rights of exclusive use appurtenant to any Unit; to restrict (for periods of not more than ten (10) hours at any time during any day) the use by Unit owners of Common Areas and Facilities to facilitate construction or for purposes of safety (provided, of course, no Unit Owner shall be denied at least one means of access to his or her Unit during such periods of restriction); to leave debris resulting from construction in the Common Elements, provided the same do not endanger safety; to reasonably interrupt for brief intervals of time, water, gas, electric, and other utilities and service provided by such utility lines, pipes, tanks, wells, wires, cables, conduits, and septic, sewer and drainage lines in order to facilitate construction or in order to facilitate the installation of appliances or fixtures in the Buildings, Units or Common Elements under construction without liability for such interruption of service, provided however that the Declarant shall use reasonable efforts to minimize any such interruption of service; to park vehicles used in connection with the construction work or incident thereto in parking areas that have not been assigned to any specific Unit; and, in general, the right to do all things necessary or desirable in order to construct and complete all of the Buildings and/or dwelling units and the Common Elements in connection therewith. Declarant further reserves the right to use any Unit owned by the Declarant for storage or as a model, for display, as an office, for purposes of facilitating sales or leasing of Units, as well as the right to park and use one or more construction and/or marketing trailers or other temporary structures on the Land.

- q. The rights and easements reserved by the Declarant in this Section 13 shall be in addition to and not in limitation of, the rights and easements reserved by the Declarant in other sections of this Master Deed.
- r. The rights and easements reserved by the Declarant for itself and its successors and assigns in this Master Deed shall be deemed to be fully transferable, running with the land.
- s. Each Trustee, as well as each Unit Owner and mortgagee of a Unit, by the acceptance and recordation of a deed or mortgage to a Unit, shall thereby have consented to any such Phasing Amendment(s) to the Master Deed (and corresponding modification of percentage interests in the common areas and facilities) and/or the granting or exercise of any right or easement described in this Master Deed without the necessity of securing any further consent or execution of any further documents by such Trustee, owner or mortgagee, and does hereby appoint Declarant as his or her attorney-in-fact to execute, acknowledge and deliver any and all instruments necessary or appropriate to grant to exercise any such Phasing Amendment, right or easement described in this Master Deed, or to effect any such right herein reserved, which power of attorney is deemed to be running with the land, binding upon heirs, successors and assigns, durable, irrevocable and coupled with an interest. Each Unit Owner and mortgagee of a Unit, by acceptance and recordation of a deed or mortgage to a Unit, shall thereby be deemed to have further consented to any governmental permit, approval or zoning

relief sought by the Declarant in connection with the development and construction of the Condominium and/or such other development and/or construction proposed by Declarant or Declarant's affiliates, successors and/or assigns with respect to the Land, and no such Unit Owner or mortgagee shall object in any way to any such governmental permit, approval or zoning relief sought by the Declarant. At the request of the Declarant, the Trustees and all Unit Owners shall join in any application for such governmental permit, approval or zoning relief, provided Declarant shall bear any costs therefor.

- t. The Declarant, by deed or by separate assignment, shall be entitled to assign, sell, grant or mortgage, any and all of its interests, rights and easements owned by it or reserved herein and in the Declaration of Trust and By-Laws, at any time, and from time to time, to any mortgage holder, person, trust, firm, or entity as may be determined by Declarant. Each Trustee, as well as each Unit Owner and mortgagee of a Unit, by acceptance and recordation of a deed or mortgage to a Unit, shall be deemed to have thereby consented to any such assignment, sale, grant or mortgaging of the Declarant's said interests, rights and easements without the necessity of securing any further consent or execution of any further documents by such Trustee, Unit Owner or mortgagee, and does hereby appoint the Declarant as attorney-in-fact to execute, acknowledge and deliver any and all instruments necessary or appropriate to grant or exercise such assignment, sale, grant or mortgaging, which power of attorney is deemed to be running with the land, binding upon heirs, successors and assigns, durable, irrevocable, and coupled with an interest. The Trustees and Unit Owners, at Declarant's request, shall execute whatever confirmatory instruments which Declarant deems appropriate or necessary in order to perfect, carry out, or effectuate the rights and easements reserved by the Declarant in this Master Deed and in the Trust.

13. Title to Units. Title to Units may be taken in the name of an individual or in the name of two or more individuals, as tenants in common, joint tenants, or tenants by the entirety, in the name of a fiduciary, limited liability company, corporation, partnership or any other legal entity.

14. Units Subject to Master Deed and Declaration of Trust and By-Laws. All present and future Unit Owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Declaration of Trust and By-Laws, and the Rules and Regulations, as they may be amended from time to time, and the items of record affecting title to the Property. The acceptance of a deed or conveyance of a Unit or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed, the Declaration of Trust and By-Laws, and the Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and the said items of record affecting title to the Property, are accepted and ratified by such Unit 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, conveyance, mortgage or lease thereof. A violation of the provisions of this Master Deed, the Unit Deed, the Declaration of Trust and By-Laws, or the Rules and Regulations by any such person shall be deemed a substantial violation of the duties and obligations of a Unit Owner.

15. Subjection to Condominium Documents. Any deed to a purchaser, lease to a lessee, or mortgage to a secured party, shall expressly provide, or in the absence of such be deemed to provide, that the acceptance thereof shall constitute an assumption of the provisions of the Master Deed, the Declaration of Trust, and the Rules and Regulations, as the same may be amended from time to time.

16. No Partition or Severance. 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. 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.

17. 6D Certificates. Upon request of a Unit Owner or his designee, the Trustee(s) shall, within 10 business days, provide a certificate in conformity with the Act, Section 6(d), specifying the amount, if any, of any unpaid Common Charges assessed to the Unit Owner and/or attributable to the Unit. The Trustees shall in their discretion impose a reasonable fee for the provision of such statement.

18. Amendment of Master Deed.

a. Declarant's Consent. Notwithstanding any contrary or inconsistent provision in this Master Deed, for so long as Declarant owns one or more Units in the Condominium or holds rights retained under this Master Deed to add further Phases or Sub-Phases to the Condominium, any amendment to the Master Deed must be signed by the Declarant and/or its successors and/or assigns, and no amendment shall be valid without such signature of the Declarant and/or its successors and/or assigns.

b. General Amendments. Except as set forth in Section 12 above relating to Phasing Amendments, and except as otherwise provided in this Section 18, this Master Deed may be amended by an instrument in writing signed and acknowledged by a majority of the Board and consented to by Unit Owners (including the Declarant, if the Declarant owns any Units) entitled in the aggregate to not less than 75 percent of the undivided interests in the Common Areas and Facilities and duly recorded with the Registry of Deeds; provided, however, that:

i. The date on which any such instrument is consented to by each such consenting Unit Owner shall be indicated thereon, and no such instrument shall be of any force or effect unless the same has been so recorded within six (6) months after the date on which the first such consent was obtained. Any such amendment need not be signed by the consenting Unit Owners, as long as the amendment is signed by a majority of the Trustees, who shall certify in such amendment (1) that the amendment has been consented to by the requisite number of Unit Owners and (2) the respective dates each such consent was obtained. Said consents shall be

- kept on file with the Board of Trustees for not less than five years from the date the amendment is recorded.
- ii. Except as provided for elsewhere in this Master Deed, no instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the owner of the Unit so altered.
 - iii. Except as provided for in Section 12 hereof or elsewhere in this Master Deed, no instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the Common Areas and Facilities shall be of any force or effect unless the same has been signed by all Unit Owners whose percentage of undivided interest is affected.
 - iv. No instrument of amendment which alters this master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of the Act shall be of any force or effect.
- c. Special Amendments. Notwithstanding the foregoing, this Master Deed may also be amended by special amendment as follows: The Declarant, without the consent of any Unit Owner or mortgagee may execute and record a special amendment as long as it owns any Units in the Condominium or the right to add additional Phases or Sub-Phases thereto, in order to (i) correct any errors and/or omissions in this Master Deed, provided no such correcting amendment shall materially adversely affect the rights of any Unit Owner; (ii) to make this Master Deed comply with the provisions of Massachusetts General Laws Chapter 183A; (iii) to make the provisions of this Master Deed comply with the guidelines or requirements of the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC"), and any regulations promulgated pursuant thereto by the Department of Housing and Urban Development ("HUD"), Massachusetts General Laws Chapter 151B, the Federal Housing Administration ("FHA"), Veterans Administration ("VA"), or any governmental agency, insurer or guarantor of Unit mortgages, including private mortgage insurers; (iv) to meet the requirements of any governmental or quasi-governmental body or agency including, but not limited to, the Town of Swampscott, or any of its boards, bodies or agencies; (v) to induce any such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering the ownership of a Unit; or (vi) to correct mathematical, clerical or scrivener's errors, or to cure any ambiguity, inconsistency or formal defect or omission in this Master Deed, Trust, Schedule thereto, or any supplement or amendment thereto, including without limitation, the correction of measurements appearing on any plan recorded in connection with the Condominium; or (vii) to assist the Declarant in the sale, development and/or marketing of any Unit.
- d. Fannie Mae Provisions. Notwithstanding anything in the Master Deed, the Declaration of Trust, the By-Laws, or the Rules and Regulations promulgated pursuant thereto to the contrary, the following provisions shall apply for the protection of the holders of the first mortgages of record with respect to the Units and shall be enforceable by any first mortgagee:
- i. Any right of first refusal in the condominium project documents will not adversely impact the rights of a mortgagee or its assignee to:
 1. Foreclosure or take title to a Unit pursuant to the remedies in the mortgage;

2. Accept a deed or assignment in lieu of foreclosure in the event of default by a mortgagor; or
 3. Sell or lease a Unit acquired by the mortgagee or its assignee.
- ii. Amendments of a material adverse nature to mortgagees must be agreed to by first mortgagees who have requested notice of such amendments in writing to Condominium that represents at least 51 percent of the votes of Units that are subject to mortgages.
 - iii. Any action to terminate the legal status of the project after substantial destruction or condemnation occurs or for other reasons must be agreed to by mortgagees that represent at least 51 percent of the votes of the Units that are subject to mortgages.
 - iv. Implied approval of mortgagees is to be assumed when a mortgagee fails to submit a response to any written proposal for an amendment within 60 days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.
 - v. Mortgagees and guarantors of the mortgage on any Unit shall have the right to timely written notice of:
 1. Any condemnation or casualty loss that affects either a material portion of the project or the Unit securing its mortgage;
 2. Any 60-day delinquency in the payment of assessments or charges owed by the owner of any Unit on which it holds the mortgage; A lapse or cancellation, of any insurance policy maintained by the Trust; and
 3. Any proposed action that requires the consent of a specified percentage of mortgagees.
 - vi. No Unit Owner or any other party shall have priority over any rights of the first mortgagee of the Unit pursuant to its mortgage in the case of payment to the Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.
 - vii. Except as provided in the Act, any first mortgagee who obtains title to a Unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six months of the Unit's unpaid Common Charges accrued before acquisition of the title to the Unit by the mortgagee.
 - viii. Any first mortgagee that does not deliver or post to the Trustees a negative response within 60 days of a written request, sent certified mail, return receipt requested, 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 Trustees making reference to this paragraph, when recorded at the Registry of Deeds, shall be conclusive as to the facts therein set forth as to all parties and may be relied upon pursuant to the provisions of Declaration of Trust.

The Declarant intends that the provisions of the Master Deed shall comply to the maximum extent possible with the requirements of the FNMA with respect to Condominium loans, and except as may otherwise specifically be provided in this Master Deed, all questions with respect thereto shall be resolved consistent with that intention.

19. Withdrawal of Portions of Condominium Land. The Declarant and its successors and assigns reserve the right within the period of 10 years from the date this Master Deed is recorded to remove any portion of the Property which has not been included as a developed area as part of any submitted Phase, or over which any exclusive, or limited, common area rights have been granted or assigned to any Unit from the Condominium hereby created by a conveyance of any portion of such land to the Declarant and its successors and assigns or to any other party, which conveyance shall convey said land or any portion thereof free of this Master Deed for any purposes for which such land may then or thereafter be legally used and expressly free of any use or restriction for the benefit of the Condominium to which it may have been subject by (a) being included in the description of the premises in Schedule A attached herewith, (b) dedicated to Condominium use or (c) by reason of the use and occupation of the dedicated premises in connection with the use and occupation of the Units of the Condominium. The Declarant and its successors and assigns reserve the right to pass over the Condominium land and to have all other rights necessary to develop the withdrawn land, including the right to have easements for public utilities and the like.

Each Unit Owner and each mortgagee of a Unit in the Condominium, their successors, heirs and assigns, shall by the acceptance of a deed, mortgage or any other instrument conveying an interest in any Unit, thereby irrevocably appoint the Declarant and its successors and assigns as his or its attorney to execute, acknowledge and deliver any and all instruments necessary or appropriate to convey such land as contemplated by this Section, recognizing and acknowledging that the power thereby conferred shall be a power coupled with an interest and each such Unit Owner, mortgagee or other party agrees for himself, his successors and assigns to execute, acknowledge and deliver any and all instruments which may be requested at any time to confirm the power of attorney so given or the conveyance of said land as herein contemplated.

20. Conflicting Provisions. If any provisions of this Master Deed shall be invalid or shall conflict with the Act or if any provisions of this Master Deed conflicts with any other provision thereof or with any provision of the Declaration of Trust, then the following rules of Construction shall be used:

- a. In the event of a conflict between the Master Deed and the Act, as amended, the provisions of the Act shall control; and,
- b. In the event of a conflict between this Master Deed and the Declaration of Trust or By-Laws, this Master Deed shall control.

21. Invalidity. The invalidity of any provisions 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.

22. 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.

23. 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. Terms of gender shall be interchangeable, as shall be terms of reflecting the singular and plural.

24. M.G.L. c. 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 the Act, in effect upon the date of execution of this Master Deed and any future amendments thereto. In all respects not specified in this Master Deed or in the Declaration of Trust, they shall be governed by the provisions of the Act 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 the Act. All terms and expressions herein used which are defined in Section 1 of the Act shall have the same meanings herein unless the context otherwise requires.

25. Duration. The Condominium hereby created shall terminate only upon the removal of the same from the provisions of the Act in accordance with the procedure set forth in Section 19 of M.G.L. c. 183A, or any successor to such section, or pursuant to the Declarant's reserved rights hereunder.

26. Continuing Obligations of the Condominium Trust. Reference is made to the all permits, approvals, plans and other documents of record associated with the Condominium project, including any site plan approval, together with that certain Judgment and Order of the Land Court issued on March, 26, 2011, recorded with the Essex South District Registry of Deeds at Book 31637, Page 286, and the Decisions of the Town of Swampscott Zoning Board of Appeals dated January 25, 2016 and May 31, 2016 which are recorded with said Deeds at Book 34719, Page 244 and Book 35019, Page 598, respectively (collectively, the "Approvals"). The Unit Owners shall be subject to and bound by the terms and conditions of the Approvals, and all Unit Owners acknowledge that the Approvals create continuing obligations which shall become the responsibility of the Trust and/or the Unit Owners.

27. Master Key / Pass Key System. The Trustees may cause a master pass key system to be used at the Condominium, and to that end the Trustees may retain a duplicate key, or electronic access card, fob, etc., referred to as a "pass key," for any door leading into a Unit. The Trustees shall have the right to enter or designate an appropriate agent to enter a Unit under particular circumstances which may include: (1) the fact or threat of fire, flood, or any emergency or any other condition that may adversely affect the Common Area or other Units, or the fact or threat of illness or danger to the resident; (2) inspection of a Unit, upon due cause shown, for the presence health hazards, and for the purpose of taking such measures as may be necessary to remove such hazards; and, (3) the Unit Owner gives consent to enter the unit for the purpose of installation, repair, or other service.

Entry may be at any reasonable hour of the day after notification (except in the case of an emergency, in which case entry may be immediate and without notice). If a current pass key has not been furnished and if access to a Unit is warranted as described above, the Trustees or appropriate agent shall have the right to remove and/or destroy the Unit door and/or Unit door

lock(s) by any means necessary and the Unit Owner will be financially responsible for the repair and replacement of such door and/or door lock(s) and all costs associated. The Trustees shall not be responsible for the damage to and/or removal of the Unit door and/or door lock(s) or for any property within the Unit which may be lost, stolen, or destroyed as a result of the damage to and/or removal of the Unit door and/or door lock(s).

The Trustees may limit or suspend pass key privileges to common facilities in the event of Unit Owner violations of the Condominium documents. The Trustees may require a deposit for common facility pass keys, or mailbox/parcel box keys.

28. Liability and Arbitration. Notwithstanding anything to the contrary contained herein, and notwithstanding any custom or usage to the contrary, it is expressly understood and agreed that the only the interest in the Condominium of the Declarant shall be bound by the provisions of this Master Deed. No member, manager, officer, director or employee of Declarant, or any member of the Declarant, shall have any personal liability hereunder. Furthermore, all claims, disputes and other matters in question arising out of or relating to the Declarant shall be decided by arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association then obtaining. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Each party shall solely bear its own expenses, including legal fees, relating to the arbitration and the parties agree that the arbitrators shall not be entitled to award punitive damages.

Notices of the demand for arbitration shall be filed in writing with the other party to the dispute and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen and a demand shall not be made after the date when institution of legal proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations or barred by the limited warranty attached hereto and made a part hereof.


Notwithstanding the foregoing, the Board shall not undertake legal action relating to the Declarant or initial Trustee unless 80 percent of the Unit Owners of all units which may be created consent in writing to such legal action at a special meeting duly called by the Board and at which full disclosure is made by the Board and legal counsel as to the estimated cost of such legal action, said estimated costs shall include, but not be limited to, attorneys' fees, costs of the arbitrators and the costs for any professionals to prepare reports or attend as expert witnesses. Any such action must be commenced within 90 days after transfer of control of the Trust to the Unit owners or shall be deemed forever waived by the Trustees and Unit Owners.

In the event of arbitration, each party shall elect an arbitrator of its choice and the two arbitrators so chosen shall select the third arbitrator. This Section may not be amended without the written consent of the Declarant for so long as the Declarant retains any rights hereunder.

[Signature(s) Appear on the Following Page(s)]

Witness the execution hereof under seal this 7th day of June, 2018.

DECLARANT:
Swampscott Living, LLC



By: Paul DiBiase, Manager
Duly Authorized

COMMONWEALTH OF MASSACHUSETTS

~~Essex~~
~~Middlesex~~, ss:

June 7, 2018

On this 7th day of June, 2018, before me, the undersigned notary public, personally appeared Paul DiBiase, proved to me through satisfactory evidence of identification, which was drivers' license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as the duly authorized Manager of Swampscott Living, LLC, a Massachusetts limited liability company.


Official Signature and Seal of Notary
My Commission Expires:



RHONDA L. DUDDY
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
November 18, 2022

AVERY AT SWAMPSCOTT CONDOMINIUM

SCHEDULE A

LEGAL DESCRIPTION OF LAND

Incorporated by reference into and made a part of the Master Deed of Avery at Swampscott Condominium, Swampscott, Essex County, Massachusetts:

The land, with improvements thereon, in Swampscott, Essex County, Massachusetts located off of Essex Street, and bounded and described as follows:

- NORTHERLY by Essex Street, 107.75 feet,
EASTERLY by land now or formerly of John and Martin Nies, about 562.04 feet,
SOUTHERLY by land now or formerly of Jewitt and Luscomb, 157.75 feet,
WESTERLY by land now or formerly of John Miguel, about 462.04 feet,
NORTHERLY by land now or formerly of DiLisio, 50.0 feet, and
WESTERLY again by land now or formerly of DiLisio, 100 feet.

See also plan of land entitled "Plan of Land Swampscott, Massachusetts Prepared for: 443 Essex Street, LLC" dated September 15, 2016 and prepared by Parsons and Faia, Inc. and recorded with the Essex South Registry of Deeds in Book 35281, Page 437, which lot is designated as "AREA" and contains 82,200 square feet, more or less, according to said plan.

Being all of said measurements, more or less, and being the same premises conveyed to Swampscott Living, LLC by deed dated September 22, 2016 and recorded with the Essex South Registry of Deeds in Book 35284, Page 539.

AVERY AT SWAMPSCOTT CONDOMINIUM

SCHEDULE B

DESCRIPTION OF BUILDING IN PHASE 1

Incorporated by reference into and made a part of the Master Deed of Avery at Swampscott Condominium, Swampscott, Essex County, Massachusetts:

Number of Units in Phase 1: Eight (8).

Number and Name(s) of Building(s) in Phase 1: One (1) – Building 1 – 441 Essex Street.

Number of Stories: Three above grade.

Principal Materials of Construction: The Building in Phase 1 is set on poured footing foundation. The Building is wood frame with Hardie plank siding, and gypsum concrete floors between all units above and below. The floor beams and deck are steel. The roofs are rubber.

AVERY AT SWAMPSCOTT CONDOMINIUM

SCHEDULE C

DESCRIPTION OF UNITS IN PHASE 1

Incorporated by reference into and made a part of the Master Deed of Avery at Swampscott Condominium, Swampscott, Essex County, Massachusetts:

Description of the Units in Phase 1 of the Condominium, together with their respective percentage interests in the Condominium, are as follows:

Unit No.	Street Address	Approximate Area (Sq. Ft.)	Percentage Interest*	Rooms**
102	441 Essex Street, Unit 102, Swampscott, MA 01907	1,262	13.0581	2BR, 2B, K, L/D, L
104	441 Essex Street, Unit 104, Swampscott, MA 01907	1,486	14.2731	2BR, 2B, K, L/D, L, D
105	441 Essex Street, Unit 105, Swampscott, MA 01907	1,118	11.7824	2BR, 2B, K, L/D, L
106	441 Essex Street, Unit 106, Swampscott, MA 01907	1,014	11.2356	2BR, 2B, K, L/D, L
201	441 Essex Street, Unit 201, Swampscott, MA 01907		13.1493	
205	441 Essex Street, Unit 205, Swampscott, MA 01907	1,110	12.0861	2BR, 2B, K, L/D, L
305	441 Essex Street, Unit 305, Swampscott, MA 01907	1,089	12.3595	2BR, 2B, K, L/D, L
306	441 Essex Street, Unit 306, Swampscott, MA 01907	1,087	12.0558	2BR, 2B, K, L/D, L

Key:

BR = Bedroom	L = Laundry Area
K = Kitchen	D = Den
B = Bathroom	
L/D = Living/Dining Room	

* Subject to reduction/modification, if, as and when future Phases are added to the Condominium.

** See M.G.L. c. 183A, Section 21 as to the requirements of including a statement of the number of rooms at such time as residential units are included.

AVERY AT SWAMPSCOTT CONDOMINIUM SCHEDULE D

PARKING DESIGNATION

Legend:

