

**THE AVERY AT SWAMPSCOTT CONDOMINIUM  
FIRST AMENDMENT TO MASTER DEED TO ADD  
PHASE 2, UNITS 101, 103, 202, 203, 204, 206, 301, 302, 303 and 304**

This First Amendment to the Master Deed of The Avery at Swampscott Condominium, a condominium established pursuant to Massachusetts General Law Chapter 183A, by Master Deed dated June 7, 2018, and recorded with the Essex South District Registry of Deeds in Book 36769, Page 291 (the "Master Deed"), is made this 27<sup>th</sup> day of June, 2018.

WHEREAS, Swampscott Living, LLC, did by said Master Deed, as the Declarant thereof, create The Avery at Swampscott Condominium, a condominium situated in Swampscott, Essex County, Massachusetts (the "Condominium"); and

WHEREAS, it is provided in the Master Deed, that the Declarant reserves and shall have the right, without the consent of any Unit Owner or Mortgagee, to add additional Phases to the Condominium by the recording of one or more amendments to the Master Deed with the Essex South District Registry of Deeds upon the completion of additional buildings, Units and improvements so as to comply with the provisions of M.G.L. Chapter 183A, Section 5(b) and Section 8(f); and

WHEREAS, the construction of certain additional buildings, Units and improvements on land hereinafter referred to have now been completed, and the Declarant desires to include **PHASE 2, UNITS 101, 103, 202, 203, 204, 206, 301, 302, 303 and 304** to the Condominium.

NOW THEREFORE, Swampscott Living, LLC, by duly executing and recording this Amendment to the Master Deed, does hereby submit the land and the buildings and the Units contained therein, and the improvements shown as **PHASE 2, UNITS 101, 103, 202, 203, 204, 206, 301, 302, 303 and 304** to the provisions of M.G.L. Chapter 183A, as amended, and does hereby state that it proposes to create and does hereby add **PHASE 2, UNITS 101, 103, 202, 203, 204, 206, 301, 302, 303 and 304** of **THE AVERY AT SWAMPSCOTT CONDOMINIUM**, and does hereby include said **PHASE 2, UNITS 101, 103, 202, 203, 204, 206, 301, 302, 303 and 304** in said Condominium, to be governed by and subject to the provisions of said M.G.L. Chapter 183A, as amended. Said **PHASE 2, UNITS 101, 103, 202, 203, 204, 206, 301, 302, 303 and 304** shall be subject to and shall have the benefit of the provisions of said Master Deed, and the Declaration of Trust of the Condominium.

**I. DESCRIPTION OF LAND:**

The premises which constitute **PHASE 2, UNITS 101, 103, 202, 203, 204, 206, 301, 302, 303 and 304** of the Condominium hereby established are comprised of the land, together with the buildings and improvements constructed thereon, known as **UNITS 101, 103, 202, 203, 204, 206, 301, 302, 303 and 304**. The land on which said phase and Units are located is described in Exhibit A of the Master Deed and shown on a plan recorded therewith.

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**II. DESCRIPTION OF BUILDING IN PHASE 2, UNITS 101, 103, 202, 203, 204, 206, 301, 302, 303 and 304**

A description of the Building in PHASE 2, UNITS 101, 103, 202, 203, 204, 206, 301, 302, 303 and 304 and the materials of which said Buildings are principally constructed is set forth in Exhibit "A" of this Amendment. The layout, location and description of the dimensions of PHASE 2, UNITS 101, 103, 202, 203, 204, 206, 301, 302, 303 and 304 are shown on the Unit plans recorded herewith.

**III. DESCRIPTION OF UNITS AND BOUNDARIES IN PHASE 2, UNITS 101, 103, 202, 203, 204, 206, 301, 302, 303 and 304**

The designation of the Units in PHASE 2, UNITS 101, 103, 202, 203, 204, 206, 301, 302, 303 and 304 of the Condominium and a statement of each Unit's location, approximate area, number of rooms, immediate common area to which it has access and other descriptive specifications thereof are set forth on Exhibit "B" attached hereto and made a part hereof by reference. The boundaries of said Unit are similarly set forth in the Master Deed and shown on the Unit plans recorded herewith.

**IV. COMMON AREAS AND FACILITIES:**

The Common Areas and Facilities of the Condominium, including the prior phase(s) comprise and consist of (a) the land described in Exhibit A of the Master Deed, together with the benefit of and subject to the rights and easements referred to in said Master Deed, and all parts of the buildings, other than the units themselves, in prior phases and the improvements thereon, and (b) all of the same elements, features and facilities of the buildings and grounds which are described, defined, and referred to in the Master Deed as Common Areas and Facilities. As provided in said Master Deed, the Common Areas and Facilities shall be subject to the provisions of the Declaration of Trust and Rules and Regulations of The Avery at Swampscott Condominium, as amended from time to time.

**V. FLOOR PLANS OF UNITS 101, 103, 202, 203, 204, 206, 301, 302, 303 and 304**

Simultaneously with the recording of this amendment, there has been a floor plan recorded for each unit in this phase of the Condominium showing the layout, location, Unit number and dimensions of the Units in the Condominium, bearing the verified statement of a Registered Architect certifying that said plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units in the Condominium, as built.

**VI. PERCENTAGE INTERESTS IN COMMON AREAS AND FACILITIES:**

Upon the recording of this amendment to the Master Deed, PHASE 2, UNITS 101, 103, 202, 203, 204, 206, 301, 302, 303 and 304 of the Condominium, together with the Units in any prior Phase(s) of the Condominium created to date, shall be entitled to an undivided interest in the Common Areas and Facilities of the Condominium in the percentages herein specified as set forth in Exhibit "B" attached hereto and made a part hereof by reference.

**VII. PURPOSES OF UNITS; RESTRICTIONS ON USE OF UNITS:**

All provisions set forth and incorporated in the Master Deed and Declaration of Trust, as well as the Rules and Regulations of the Condominium, with respect to Purposes of Units and with respect to Restrictions on Use and Occupancy of Units shall also apply to **PHASE 2, UNITS 101, 103, 202, 203, 204, 206, 301, 302, 303 and 304**, as well as the previously created phase(s) of the Condominium.

**VIII. AMENDMENTS TO MASTER DEED:**

The Master Deed may be further amended in accordance with the provisions of said Master Deed.

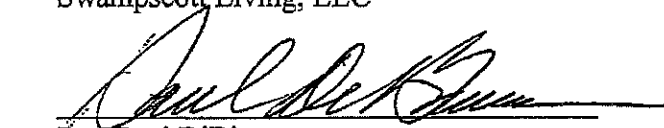
**IX. MASTER DEED INCORPORATED BY REFERENCE:**

**PHASE 2, UNITS 101, 103, 202, 203, 204, 206, 301, 302, 303 and 304** and the Common Areas and Facilities shall be subject to the terms and provisions of the Master Deed, and the Declaration of Trust of the Condominium, as they may be amended from time to time, and any and all Rules and Regulations promulgated pursuant thereto. Except as herein expressly amended, all terms and provisions of said Master Deed of the Condominium shall remain in full force and effect and shall be applicable to, and shall govern, all Units, and the owners thereof, and all Common Areas and Facilities, as well as any previously created phase(s) of the Condominium and the provisions of said Master Deed, are hereby incorporated by reference into this amendment and shall apply to **PHASE 2, UNITS 101, 103, 202, 203, 204, 206, 301, 302, 303 and 304**, as well as all previously created phases as if they had been completely set forth herein.

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Executed as a sealed instrument this 27<sup>th</sup> day of June, 2018.

DECLARANT:  
Swampscott Living, LLC

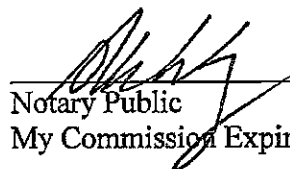
  
By: Paul DiBiase  
Its: Manager


**COMMONWEALTH OF MASSACHUSETTS**

Essex, ss:

June 27, 2018

On this 27<sup>th</sup> day of June, 2018, before me, the undersigned notary public, personally appeared Paul DiBiase, proved to me through satisfactory evidence of identification, which was a driver's 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 a duly authorized Manager of Swampscott Living, LLC, a Massachusetts limited liability company.

  
Notary Public  
My Commission Expires:

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

## EXHIBIT "A"

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

### DESCRIPTION OF BUILDING – PHASE 1 AND 2:

**Number of Units in Phase 1 and 2:** Eighteen (18).

**Number and Name(s) of Building(s) in Phase 1 and 2:** One (1) – Building 1 – 441 Essex Street.

**Number of Stories:** Three above grade.

**Principal Materials of Construction:** The Building 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.

**EXHIBIT "B"**

**THE AVERY AT SWAMPSCOTT CONDOMINIUM  
UPDATED SCHEDULE C**

DESCRIPTION OF UNITS IN PHASES 1 and 2

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

Description of the Units in Phase 1 and 2 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**
101	441 Essex Street, Unit 101, Swampscott, MA 01907	1,181	5.4260	2BR, 2B, K, L/D, L
102	441 Essex Street, Unit 102, Swampscott, MA 01907	1,262	5.3027	2BR, 2B, K, L/D, L
103	441 Essex Street, Unit 103, Swampscott, MA 01907	1,493	6.1661	2BR, 2B, K, L/D, L, D
104	441 Essex Street, Unit 104, Swampscott, MA 01907	1,486	5.7961	2BR, 2B, K, L/D, L, D
105	441 Essex Street, Unit 105, Swampscott, MA 01907	1,118	4.7846	2BR, 2B, K, L/D, L
106	441 Essex Street, Unit 106, Swampscott, MA 01907	1,014	4.5626	2BR, 2B, K, L/D, L
201	441 Essex Street, Unit 201, Swampscott, MA 01907	1,167	5.3397	2BR, 2B, K, L/D, L
202	441 Essex Street, Unit 202, Swampscott, MA 01907	1,198	5.4260	2BR, 2B, K, L/D, L
203	441 Essex Street, Unit 203, Swampscott, MA 01907	1,488	6.6102	2BR, 2B, K, L/D, L, D
204	441 Essex Street, Unit 204, Swampscott, MA 01907	1,492	6.5362	2BR, 2B, K, L/D, L, D
205	441 Essex Street, Unit 205, Swampscott, MA 01907	1,110	4.9080	2BR, 2B, K, L/D, L
206	441 Essex Street, Unit 206, Swampscott, MA 01907	1,082	4.7720	2BR, 2B, K, L/D, L
301	441 Essex Street, Unit 301, Swampscott, MA 01907	1,139	5.4630	2BR, 2B, K, L/D, L
302	441 Essex Street, Unit 302, Swampscott, MA 01907	1,192	5.5494	2BR, 2B, K, L/D, L
303	441 Essex Street, Unit 303, Swampscott, MA 01907	1,500	6.7829	2BR, 2B, K, L/D, L, D
304	441 Essex Street, Unit 304, Swampscott, MA 01907	1,500	6.6595	2BR, 2B, K, L/D, L, D
305	441 Essex Street, Unit 305, Swampscott, MA 01907	1,089	5.0190	2BR, 2B, K, L/D, L
306	441 Essex Street, Unit 306, Swampscott, MA 01907	1,087	4.8960	2BR, 2B, K, L/D, L

\* 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.

Key:

BR = Bedroom

L = Laundry Area

K = Kitchen

D = Den

B = Bathroom

L/D = Living/Dining Room