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MASTER DEED  
of  
HAWTHORNE'S CROSSING CONDOMINIUM

ROBERT P. FREEMAN, RONALD E. KUTRIEB and JAMES E. PIERCE, Trustees of HAWTHORNE'S CROSSING REALTY TRUST u/d/t dated September 5, 1975, recorded with the Essex South Registry of Deeds, Book 6183 Page 606 (hereinafter referred to as the "Sponsor") being the sole owners of land on Essex Street, Swampscott, Essex County, Massachusetts, described in Paragraph 1 below, do hereby, by duly executing and recording this Master Deed, submit said land, together with the buildings and improvements thereon, and all easements, rights and appurtenances belonging thereto (hereinafter referred to as the "Property") to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, and do hereby propose to create, and do hereby create, with respect to the Property, a condominium to be governed by and subject to the provisions of said Chapter 183A.

1. Description of Land. A certain parcel of land situated on Essex Street, Swampscott, Essex County, Massachusetts, with buildings thereon, shown on a Plan entitled: "Hawthorne's Crossing Condominium", dated April 30, 1975, revised 12/17/75 and 1/11/76,

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as prepared by Essex Survey Service, Inc. recorded with Essex South Registry of Deeds herewith (hereinafter referred to as the "Site Plan"), being bounded and described according to the Site Plan as follows:

- NORTHWESTERLY By Essex Street, by two courses, 93.81 feet and 88.80 feet, respectively;
- NORTHEASTERLY by land now or formerly of Pine Realty Trust 147.03 feet;
- SOUTHEASTERLY by land now or formerly of 400 Paradise Realty by three courses, 108.54 feet, 16.54 feet, and 112.54 feet, respectively;
- NORTHEASTERLY by land of said 400 Paradise Realty by seven courses, 37.79 feet, 235.47 feet, 213.18 feet, 193.12 feet, 113.67 feet, 177.77 feet, and 100.08 feet, respectively;
- NORTHWESTERLY by land of said 400 Paradise Realty 31 feet;
- NORTHEASTERLY by land of said 400 Paradise Realty 120.02 feet;
- SOUTHEASTERLY by land of said 400 Paradise Realty by five courses, 43 feet, 118.32 feet, 140.92 feet, 138.78 feet, and 41.47 feet, respectively;
- SOUTHWESTERLY by land of John Pappi, land of John J. Pallechi, land of Gino D. and Adeline C. Ruscitti, land of Philemone Gelhausen et al, land of Eugene A. and Mary C. Faia, and land of Michael and Angelina Faia, by three courses 321.35 feet, 208.13 feet and 395.31 feet, respectively;
- NORTHWESTERLY by land of Joseph Pascucci 100.35 feet; and,
- SOUTHWESTERLY by land now or formerly of Albert and Vincent DiLisio by two courses, 258.76 feet and 313.57 feet, respectively.

Containing 12.62812 acres of land, more or less.

2. Description of Buildings. The condominium as presently constituted, consists of 49 dwelling units located in four buildings (the "Buildings") designated Buildings 1, 6, 7 and 8. Building 1 contains 12 units, Building 6 contains 14 units, Building 7 contains 14 units and Building 8 contains 9 units. All Buildings are two (2) stories above grade, and are primarily constructed of masonry block exterior walls, wood interior framing, wood or brick exterior veneer and concrete foundations.

3. Description of Units. The designation of each unit, a statement of its location, approximate area, number of rooms, and immediate common areas to which it has access are set forth on Schedule A attached hereto and made a part hereof, and the proportionate interest of each unit in the common areas and facilities is set forth in Schedule B attached hereto and made a part hereof.

Each dwelling unit ("Unit") consists of the area enclosed vertically by the planes of the interior surface of concrete foundation walls, wood or metal furring strips, and wood or metal wall studs, as the case may be. Horizontally, each Unit extends from the top of the floor surface of the concrete slab on the ground to the bottom surface of the second floor roof truss. Doors opening from a Unit are part of that Unit

only to the plane of the interior surface of the doors. Windows in a Unit are part of that Unit only to the interior frame of such windows and to the exterior surface of the glass of such windows.

The Units will be conveyed together with their respective undivided interest in the Common Elements as set forth in said Schedule B, subject to adjustment as set forth in Paragraph 10 hereof, and will have the benefit of the right to use the Common Elements in common with others entitled thereto, except:

a. Each Unit Owner (except Owners of Units 115 to 124 inclusive) shall have the exclusive right to use the surface parking space appurtenant to his Unit as shown on the Site Plan recorded herewith.

b. Each Unit Owner (except Owners of Units 115 to 124 inclusive) shall have the exclusive right to use for recreational purposes the improved or unimproved area adjoining the rear of his Unit measured by extending the side lines of the Unit to a depth of ten feet from the rear of the Building.

c. Each Unit Owner of a Unit having direct access at the front door to the exterior of the Building shall have the exclusive right to use the exterior stairway, if any, and walk leading directly from his Unit for ingress and egress. In the case

of Units having direct access at the front door to a foyer, the Unit Owners of such Units shall have the co-exclusive right to use such foyer and the exterior stairway, if any, and walk leading directly from such foyer for ingress and egress.

d. Each Unit Owner shall have the exclusive right to use any attic and any rear porch or deck to which there is direct access from said unit for the purposes for which said facility is commonly used.

e. The Owners of each of Units 115 to 124 inclusive shall have the exclusive right to use the driveway leading from the private drive to the garage in each such Unit, as shown on the plan recorded with this Master Deed.

f. The rights reserved by the Sponsor for itself, its successors and assigns, pursuant to Paragraph 9 hereof.

4. Description of Common Areas and Facilities: The common areas and facilities of the condominium (hereinafter called the "Common Elements") shall include such areas and items listed as such in Section 1 of Chapter 183A, and all chimneys and, without limiting the generality of the foregoing, the Common Elements shall include all areas and facilities of

the condominium as are not within a Unit of the condominium and all utility lines and other facilities contained within the Common Elements and/or within any Unit except those which are located within the boundaries of an individual Unit and exclusively serve that Unit; provided, however, that each Unit Owner shall have the exclusive rights referred to in subparagraphs a (except Owners of Units 115 to 124 inclusive), b (except Owners of Units 115 to 124 inclusive), c and d of Paragraph 3 hereof, the Owners of Units 115 to 124 inclusive shall have the exclusive rights referred to in subparagraph e of Paragraph 3 hereof, and Sponsor, its successors and assigns, shall have the rights reserved in subparagraph f of Paragraph 3 hereof.

5. Floor Plans and the Site Plan. Simultaneously with the recording hereof, there has been recorded, in addition to the Site Plan, a set of floor plans of the Buildings in 4 pages, and entitled "Hawthorne's Crossing Condominium," prepared by Robert L. Scagliotti, Inc., Architects and dated Dec. 30, 1975. Said floor plans together with the Site Plan show the layout, location, unit numbers and dimensions of the Units, state the building and unit numbers and bear the verified statement of a registered architect, engineer or surveyor certifying that said plans fully and accurately depict the layout, location, unit numbers and dimensions of the Units as built.

6. Name of Condominium and Association of Unit Owners.

The condominium is to be known as HAWTHORNE'S CROSSING CONDOMINIUM

(hereinafter called the "Condominium"). The Unit Owners will manage and regulate the Condominium through an association to be known as HAWTHORNE'S CROSSING CONDOMINIUM ASSOCIATION which has enacted and is to be governed by the By-laws attached hereto and made a part hereof. As provided in said By-laws, Robert P. Freeman, Ronald E. Kutrieb and James E. Pierce are the original and present members of the Managing Board of said Association.

7. Encroachments. If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements or if any such encroachment shall occur hereafter as a result of (a) settling of any of the Buildings, or (b) alteration or repair to the Common Elements by or with the consent of the Managing Board, or (c) as a result of repair or restoration of any Building or a Unit after damages by fire or other casualty, or (d) as the result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building stands.

8. Use of Units. The Buildings and each of the Units are intended only for residential purposes and the parking of one automobile in the garages of those Units which have garages.

No use may be made of any Unit except as a residence for the Owner, members of his family and permitted lessees. The Sponsor shall have the right to use any unsold Unit as a model and for sales purposes.

9. Additional Construction. The Sponsor hereby reserves unto itself, its successors or assigns the right to construct not more than one hundred and two (102) additional units. The buildings containing such additional Units shall be two (2) stories above grade and shall be primarily of masonry block and wood frame construction, with wood or brick exterior veneer and concrete foundations; shall be architecturally compatible with and of a design and aesthetic quality comparable to the then existing dwelling units in the Condominium; shall be located substantially as shown on the Site Plan. Each such additional building shall contain the number of units indicated in Schedule B hereto. Each such additional unit shall have direct access at the rear door to the exterior and shall be comprised of two bedrooms, a combination living room/dining room, a kitchen, one and one-half bathrooms and basement. 34 of such additional units shall have direct access at the front door to a foyer shared with an adjoining unit and such units shall contain approximately 1,020 square feet, excluding basement. 68 of such additional units shall have direct access at the front door to an exterior stairway or walk



and such units shall contain approximately 1,050 square feet, excluding basement. The Sponsor further reserves to itself, its successors and assigns, the right to establish exclusive rights and use areas for all or some of such additional units in the same manner and to the same extent as are provided in Paragraph 3 hereof with respect to the existing Units. The Sponsor hereby further reserves unto itself, its agents, employees, successors and assigns the right (a) of access to the premises; (b) to use those portions of the Common Elements reasonably necessary to construct said additional buildings on the premises; (c) to connect to and extend all roads and all utility lines located on the premises for service to the additional buildings and units to be constructed, including telephone, electric, water, sewer, television and internal communication lines. Said additional construction may be conducted on a building-by-building basis. The Sponsor, or its successors or assigns, may, without the consent of any Unit Owner or mortgagee of a Unit, amend this Master Deed from time to time upon completion of any such building or buildings, so as to subject to Chapter 183A of the Massachusetts General Laws and this Master Deed said additional building or buildings and units to be constructed as above described. Any such amendments shall contain, with regard to the building or buildings and units involved, all of the particulars required by said Chapter 183A and from and after the recording of each such amendment, this Condominium shall include the additional building or buildings and units referred to

in each such amendment. No amendment shall be effective until recorded at the Essex South Registry of Deeds. Upon the recording of such amendment, the units thereby added to the Condominium shall be owned in fee, by Sponsor, or its successor or assigns, and may be sold and conveyed by Sponsor, or its successor or assigns, for its own account. The rights reserved to Sponsor in this Paragraph 9 shall expire on the tenth anniversary of the recording of this Master Deed.

10. Percentage Interests in Common Areas and Facilities.

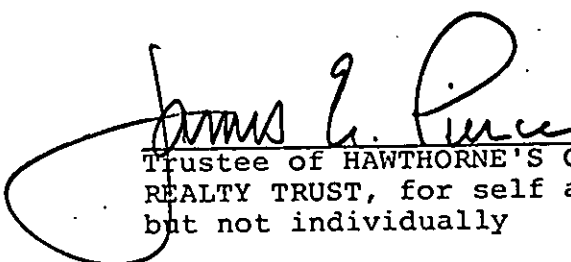
As stated in Paragraph 3 hereof, each Unit in the Condominium presently existing shall be entitled to an undivided interest in the Common Elements specified therefor in Schedule B hereto attached, so long as the initial 49 Units are the only Units included in the Condominium. From and after the inclusion of an additional building or buildings and units in the Condominium in accordance with Paragraph 9 hereof, the percentages appurtenant to Units existing at the time of such amendment shall be reduced and the manner of determining said reduced percentages shall be in accordance with the requirements of Chapter 183A, in the manner as set forth in said Schedule B hereto attached. Any amendment of this Master Deed pursuant to Paragraph 9 hereof shall include the amended percentages of the Units then included in the Condominium.

11. Amendments. Except as provided in Paragraph 9 hereof, this Master Deed may be amended from time to time by written instrument, signed and acknowledged by seventy-five percent (75%) or more of the Unit Owners in the aggregate in

interest of the undivided ownership of the Common Elements of the Condominium, and recorded with the Essex South Registry of Deeds; provided, however, that the assent by a Unit Owner of a Unit encumbered by a first mortgage upon an instrument of amendment of this Master Deed shall not be effective unless countersigned on said instrument or otherwise assented to upon an instrument recorded with said Registry by the holder of such first mortgage; provided, further, that the percentage of undivided interest of each Unit Owner in the Common Elements shall not be altered without the consent of all Unit Owners and all holders of first mortgages of record on Units.

12. Exculpation. No Trustee and no beneficiary of HAWTHORNE'S CROSSING REALTY TRUST, shall be personally or individually liable for the observance or performance of the Trustee's obligations hereunder, all such liability being limited to the trust estate of said trust.

IN WITNESS WHEREOF, the Trustees have caused this Master Deed to be executed under seal this 12<sup>th</sup> day of March, 1976.

  
Trustee of HAWTHORNE'S CROSSING  
REALTY TRUST, for self and co-trustees  
but not individually

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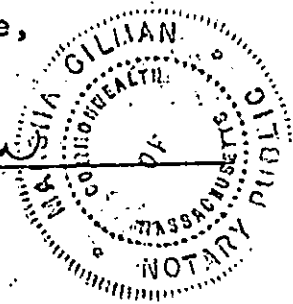
COMMONWEALTH OF MASSACHUSETTS

Suffolk ss

March 12, 1976.

Then personally appeared the above-named James  
E. Pierce, Trustee of HAWTHORNE'S CROSSING REALTY  
TRUST, and acknowledged the foregoing instrument to be his  
free act and deed, as Trustee aforesaid, before me,

*Marsha Gilman*  
Notary Public



My Commission Expires:

MARSHA GILMAN, Notary Public  
My Commission Expires May 29, 1981

SCHEDULE A TO MASTER DEED  
of  
HAWTHORNE'S CROSSING CONDOMINIUM

1. Number of Rooms

Each Unit contains two bedrooms, a combination living-room/dining-room, a kitchen, one and one-half bathrooms, except those Units indicated by an asterisk (\*) in 3 below which have two and one-half baths, and a basement, except that Units 115 to 124 inclusive have a garage in place of a basement.

2. Immediate Common Area for Access

Each Unit has direct access from the rear door to the exterior, and at the front door to either (a) an exterior stairway or walk, or (b) to a foyer shared by one other Unit which foyer has direct access to an exterior stairway or walk.

3. Unit Designation, Location and Approximate Area

<u>Unit Number</u>	<u>Location</u>	<u>Approximate Area (sq. ft.)</u>
1	Building 1, most northerly unit	1592
2*	Building 1, immediately south of Unit 1	1613
3*	Building 1, immediately south of Unit 2	1561
4	Building 1, immediately south of Unit 3	1585
5	Building 1, immediately south of Unit 4	1566
6	Building 1, immediately south of Unit 5	1554
7*	Building 1, immediately south of Unit 6	1565
8	Building 1, immediately south of Unit 7	1573
9	Building 1, immediately south of Unit 8	1555
10	Building 1, immediately south of Unit 9	1542
11	Building 1, immediately south of Unit 10	1561
12*	Building 1, immediately south of Unit 11	1518
115	Building 6, most westerly unit	1566
116	Building 6, immediately east of Unit 115	1553
117*	Building 6, immediately east of Unit 116	1572

<u>Unit Number</u>	<u>Location</u>	<u>Approximate Area (sq. ft.)</u>
118	Building 6, immediately east of Unit 117	1573
119	Building 6, immediately east of Unit 118	1565
120	Building 6, immediately east of Unit 119	1573
121*	Building 6, immediately east of Unit 120	1539
122	Building 6, immediately east of Unit 121	1573
123	Building 6, immediately east of Unit 122	1554
124	Building 6, immediately east of Unit 123	1541
125	Building 6, immediately east of Unit 124	1597
126*	Building 6, immediately east of Unit 125	1605
127	Building 6, immediately east of Unit 126	1554
128	Building 6, immediately east of Unit 127	1541
129	Building 8, most southerly unit	1554
130	Building 8, immediately north of Unit 129	1541
131*	Building 8, immediately north of Unit 130	1572
132	Building 8, immediately north of Unit 131	1573
133	Building 8, immediately north of Unit 132	1504
134*	Building 8, immediately north of Unit 133	1613
135	Building 8, immediately north of Unit 134	1553
136	Building 8, immediately north of Unit 135	1566
137	Building 8, immediately north of Unit 136	1487
138	Building 7, most northerly unit	1530
139	Building 7, immediately south of Unit 138	1555
140	Building 7, immediately south of Unit 139	1561
141*	Building 7, immediately south of Unit 140	1577
142*	Building 7, immediately south of Unit 141	1566
143	Building 7, immediately south of Unit 142	1574
144	Building 7, immediately south of Unit 143	1555
145	Building 7, immediately south of Unit 144	1454
146*	Building 7, immediately south of Unit 145	1594
147	Building 7, immediately south of Unit 146	1645
148	Building 7, immediately south of Unit 147	1561
149*	Building 7, immediately south of Unit 148	1577
150	Building 7, immediately south of Unit 149	1567
151	Building 7, immediately south of Unit 150	1554



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Building Number	Unit No.	Address	FAIR VALUE RATIO INDEX	PROPORTIONATE INTEREST PHASE I
1	1	23 Hawser Lane	.7100	2.13%
	2	21 " "	.7100	2.13
	3	19 " "	.7100	2.13
	4	17 " "	.6777	2.03
	5	15 " "	.6293	1.89
	6	13 " "	.6293	1.89
	7	11 " "	.7100	2.13
	8	9 " "	.6777	2.03
	9	7 " "	.6293	1.89
	10	5 " "	.6293	1.89
	11	3 " "	.6777	2.03
	12	1 " "	.7423	2.24
6	115	27 Gooseneck Lane	.6777	2.03
	116	25 " "	.7100	2.13
	117	23 " "	.7423	2.24
	118	21 " "	.7100	2.13
	119	19 " "	.7100	2.13
	120	17 " "	.7100	2.13
	121	15 " "	.7423	2.24
	122	13 " "	.7100	2.13
	123	11 " "	.6616	1.98
	124	9 " "	.7100	2.13
	125	7 " "	.6777	2.03
	126	5 " "	.7100	2.13
	127	3 " "	.6293	1.89
	128	1 " "	.6616	1.98
7	138	2 Shackle Way	.6616	1.98
	139	4 " "	.6293	1.89
	140	6 " "	.6777	2.03
	141	8 " "	.7100	2.13
	142	10 " "	.7100	2.13
	143	12 " "	.6777	2.03
	144	14 " "	.6293	1.89
	145	16 " "	.6293	1.89
	146	18 " "	.7100	2.13
	147	20 " "	.6777	2.03
	148	22 " "	.6777	2.03
	149	24 " "	.7100	2.13
	150	26 " "	.6293	1.89
	151	28 " "	.6616	1.98
8	129	17 Shackle Way	.6883	2.07
	130	15 " "	.6293	1.89
	131	13 " "	.7100	2.13
	132	11 " "	.6777	2.03
	133	9 " "	.6777	2.03
	134	7 " "	.7100	2.13
	135	5 " "	.6293	1.89
	136	3 " "	.6293	1.89
137	1 " "	.6883	2.07	



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<u>Building Number</u>	<u>Unit No.</u>	<u>Address</u>	<u>FAIR VALUE RATIO INDEX</u>
2	13	2 Dory Way	.6616
	14	4 " "	.6293
	15	6 " "	.6777
	16	8 " "	.6777
	17	10 " "	.6293
	18	12 " "	.6293
	19	14 " "	.6293
	20	16 " "	.6616
	3	21	2 Capstan Lane
22		4 " "	.6293
23		6 " "	.6777
24		8 " "	.6777
25		10 " "	.6293
26		12 " "	.6293
27		14 " "	.6777
28		16 " "	.7100
4		29	7 " "
	30	9 " "	.6293
	31	11 " "	.6293
	32	13 " "	.6293
	33	15 " "	.6293
	34	17 " "	.6293
	35	19 " "	.6777
	36	21 " "	.6777
	37	23 " "	.6293
	38	25 " "	.6644
5	39	29 Gooseneck Lane	.7100
	40	31 " "	.6777
	41	33 " "	.6293
	42	35 " "	.6293
	43	37 " "	.6777
	44	39 " "	.6777
	45	41 " "	.6293
	46	43 " "	.6616
9	47	2 Bar Link Lane	.6616
	48	4 " " "	.6293
	49	6 " " "	.6777
	50	8 " " "	.6777
	51	10 " " "	.6293
	52	12 " " "	.6293
	53	14 " " "	.6293
	54	16 " " "	.6293
	55	18 " " "	.7100

<u>Building Number</u>	<u>Unit No.</u>	<u>Address</u>	<u>FAIR VALUE RATIO. INDEX</u>
10	56	9 Bar Link Lane	.6667
	57	11 " " "	.6293
	58	13 " " "	.6777
	59	15 " " "	.6777
	60	17 " " "	.6293
	61	19 " " "	.6293
	62	21 " " "	.7100
11	63	7 " " "	.6616
	64	5 " " "	.6293
	65	3 " " "	.6777
	66	1 " " "	.7100
12	67	18 Dory Way	.7100
	68	20 " "	.6777
	69	22 " "	.6293
	70	24 " "	.6616
13	71	1 Capstan Lane	.6616
	72	3 " "	.6293
	73	5 " "	.7100
14	74	49 Dead Eye Run	.7100
	75	51 " " "	.6293
	76	53 " " "	.6293
	77	55 " " "	.6777
	78	57 " " "	.6777
	79	59 " " "	.6293
	80	61 " " "	.6293
	81	63 " " "	.6293
	82	65 " " "	.6616
	15	83	47 " " "
84		45 " " "	.6293
85		43 " " "	.6293
86		41 " " "	.6293
87		39 " " "	.6293
88		37 " " "	.6293
89		35 " " "	.6293
90		33 " " "	.6293
91		31 " " "	.6777
92		29 " " "	.6777
93		27 " " "	.6293
94		25 " " "	.6293
95		23 " " "	.6293
96		21 " " "	.6616

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<u>Building Number</u>	<u>Unit No.</u>	<u>Address</u>	<u>FAIR VALUE RATIO INDEX</u>
16	97	16 Dead Eye Run	.6616
	98	14 " " "	.6293
	99	12 " " "	.6293
	100	10 " " "	.6293
	101	8 " " "	.6777
	102	6 " " "	.6777
	103	4 " " "	.6293
	104	2 " " "	.6616
17	105	19 " " "	.7100
	106	17 " " "	.6293
	107	15 " " "	.6293
	108	13 " " "	.6293
	109	11 " " "	.6777
	110	9 " " "	.6777
	111	7 " " "	.6293
	112	5 " " "	.6293
	113	3 " " "	.6293
	114	1 " " "	.7100

ESSEX SS. RECORDED Mar. 15, 1976 58M. PAST 11 A.M INST # 96