

BK 6223 PG 421

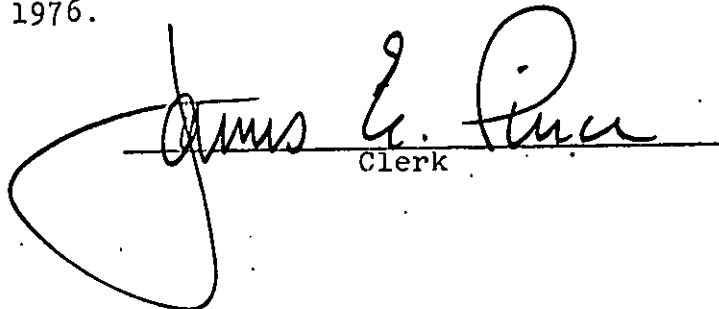
See
B 6460
P 349

See
B 6470
P 198 R

C E R T I F I C A T E

The undersigned, JAMES E. PIERCE, Clerk of Hawthorne's Crossing Condominium Association, hereby certifies that attached hereto is a true and complete copy of the By-Laws of Hawthorne's Crossing Condominium, a condominium created by Master Deed dated March 12, 1976, and recorded herewith.

IN WITNESS WHEREOF, the undersigned has executed this certificate as a sealed instrument as of the 12th day of March, 1976.

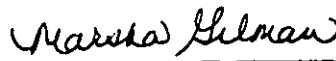

Clerk

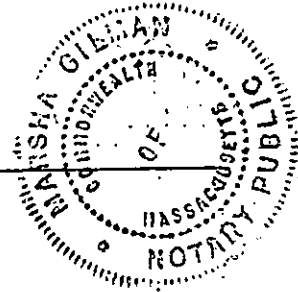
COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

March 12, 1976

Then personally appeared JAMES E. PIERCE, Clerk of Hawthorne's Crossing Condominium Association as aforesaid, and acknowledged the foregoing instrument to be his free act and deed, before me,


Notary Public



My commission expires:

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

BK 6223 PG 422

BY-LAWS

OF

HAWTHORNE'S CROSSING CONDOMINIUM ASSOCIATION

Swampscott, Massachusetts

ARTICLE I

The Condominium

Section 1. Organization of Unit Owners. These By-Laws have been enacted by and for the organization of unit owners (hereinafter referred to as the "Association") of Hawthorne's Crossing Condominium, Swampscott, Massachusetts, (hereinafter referred to as the "Condominium"), said Condominium having been created by the Master Deed of Robert P. Freeman, Ronald E. Kutrieb and James E. Pierce, Trustees of Hawthorne's Crossing Realty Trust under Declaration of Trust dated September 5, 1975 and recorded with Essex South Registry of Deeds Book 6183 Page 606 (hereinafter referred to as the "Sponsor" which term shall include any assignee from the Trustees of Hawthorne's Crossing Realty Trust of the rights reserved to Sponsor in the Master Deed to construct up to 102 additional units and to amend the Master Deed to add such units to the Condominium), submitting land in Swampscott, Essex County, Massachusetts, as described in said Master Deed, to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts. These By-Laws are to be recorded with the Essex South County Registry of Deeds with the Master Deed.

Section 2. Name of Association. The Association shall be named and known as Hawthorne's Crossing Condominium Association.

Section 3. Purpose of Association. The Association is organized for the purpose of managing and regulating the Condominium. In no event shall the Association carry on a business for profit. Each unit owner, as defined in said Chapter 183A (hereinafter referred to as a "Unit Owner" or collectively as "Unit Owners") shall have the same percentage interest in the Association as his respective interest in the common areas and facilities as provided in the Master Deed.

Section 4. Applicability of By-Laws. The provisions of these By-Laws, as they may be amended, shall govern the Association, and the use and occupancy of the Property. All present and future owners, mortgagees, lessees and occupants of units, and their respective agents and employees, and any other person who may use the Property in any manner shall be subject to the Master Deed, these By-Laws and the Rules and Regulations adopted pursuant thereto, as any of the same may be amended from time to time.

See
B 8014
P. 124

See
B 8133
P 366

See
B. 8856
P. 132

See
B. 10017
P. 351

See
B. 10367
P. 458

See
B 10488
P 548

See
B 16453
P 114

The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a unit shall constitute an agreement that these By-Laws, the Rules and Regulations and the provisions of the Master Deed, as they may be amended from time to time, are accepted, ratified, and will be complied with.

Section 5. Property of Condominium. The term "Property" as used in these By-Laws shall include the land, the buildings and all other improvements and structures thereon (including the units and the common areas and facilities), and all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for use in connection therewith, including all such property which may be added to the Condominium upon the recording of an amendment to the Master Deed submitting such additional property to the provisions of Chapter 183A of the General Laws.

Section 6. Office. The offices of the Condominium, the Association and of the Managing Board shall be located at the Condominium or such other location in said Swampscott as may be selected from time to time by the Managing Board and of which Unit Owners have been given written notice.

ARTICLE II

Managing Board

Section 1. Number and Qualification. The business and affairs of the Association shall be managed by a Managing Board consisting of five persons. Except as provided in Section 2 with respect to the first Managing Board, all members of the Managing Board shall be Unit Owners, and shall be elected for terms of one year. In any event, however, each member of the Managing Board shall hold office until his successor has been elected.

Section 2. First Managing Board. The first Managing Board shall consist of the three persons named in the Master Deed who shall serve until the earlier of a) four years after the recording of the Master Deed or b) the date upon which the Sponsor conveys the 127th unit in the Condominium. Thereafter and until the Sponsor has sold all units in the Condominium, the Sponsor shall be entitled to designate one member of the Managing Board. Members designated by Sponsor need not be Unit Owners. During the period in which the Sponsor's designees constitute a majority of its Managing Board, the Managing Board shall not enter into any contract with the Sponsor or any affiliate of Sponsor without the consent of a majority of Unit Owners, except that the foregoing shall not be applicable to any agreement for management of the Condominium between the Association and the Sponsor or any affiliate of the Sponsor.

Section 3. Powers and Duties. The Managing Board shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things except as by law or by the Master Deed or by these By-Laws may not be delegated to the Managing Board. Such powers and duties of the Managing Board shall include, but shall not be limited to, the following, all of which shall be exercised subject to the provisions of these By-Laws:

- (a) Operation, care, upkeep and maintenance of the common areas and facilities.
- (b) Determination of the common expenses required for the affairs of the Condominium, including without limitation, the operation and maintenance of the Property.
- (c) Collection of the common charges from the Unit Owners.
- (d) Employment and dismissal of the personnel necessary for the maintenance and operation of the common areas and facilities.
- (e) Opening of bank accounts on behalf of the Association and designating the signatories required therefor.
- (f) Purchasing of units as authorized by these By-Laws or required by law.
- (g) Selling, leasing, mortgaging, voting the votes appurtenant to (other than for the election of members of the Managing Board), or otherwise dealing with units acquired by, the Association or its nominee, corporate or otherwise.
- (h) Organizing corporations or trusts to act as nominee of the Association in acquiring title to units.
- (i) Obtaining of insurance for the Property, including units, pursuant to the provisions of Article V hereof.
- (j) Establishing at any time by its resolution a reserve fund for maintenance, repair and replacement of those common facilities which must be replaced on a periodic basis and the budget of the Association shall make provision for contributions to such fund which shall be included as part of the common charges assessed and collected from

Unit Owners in regular installments as provided in these By-Laws.

- (k) Making of repairs to and restoration of the Property in accordance with the other provisions of these By-Laws after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.
- (l) Making of repairs, additions and improvements to or alterations of the common areas and facilities.
- (m) Enforcing obligations of the Unit Owners, allocating income and expenses, and anything and everything else necessary and proper for the sound management of the Condominium. The Board shall have power to levy fines against Unit Owners for violation of reasonable rules and regulations established by it. No fine may be levied for more than \$5.00 for any one violation but for each day a violation continues after notice it shall constitute a separate violation.
- (n) Purchase or lease a unit for use by a resident manager.
- (o) Grant or relocate easements.

Section 4. Managing Agent and Manager. The Managing Board may employ for the Association and Condominium a managing agent and/or a manager with competitive compensation and on such other competitive terms and conditions as the Managing Board deems in the best interest of the Condominium, to perform to the extent permitted by law, such duties and services as the Managing Board shall authorize, including but not limited to the duties listed in subdivisions (a), (c), (d), (i), (j) and (k) of Section 2 of this Article II, but excluding in any event all of the powers granted to the Managing Board by subdivisions (b), (e), (f), (g), (h), (l), (m), and (n) of said Section 2 of this Article II, which are reserved to the Managing Board.

Section 5. Removal of Members of the Managing Board. At any regular or special meeting of Unit Owners, any one or more of the members of the Managing Board may be removed for cause by majority vote of the Unit Owners. With the exception of members designated by Sponsor, no member of the Managing Board shall continue to serve on the Managing Board if he ceases to be a Unit Owner.

Section 6. Resignation. Any member of the Managing Board may resign at any time by an instrument in writing signed by him, and delivered to the remaining members of the Managing Board, or if there be none, to the Unit Owners.

Section 7. Vacancies. Vacancies in the Managing Board (except vacancies caused by resignation, removal or otherwise of a member

designated by Sponsor) caused by any reason (including resignation by a member), shall be filled by vote of a majority of the remaining members at a special meeting of the Managing Board held for that purpose promptly after the occurrence of any such vacancy, and each person so elected shall be a member of the Managing Board for the remainder of the term of the former member and until a successor shall be elected. Vacancies caused by resignation, removal or otherwise of a member designated by Sponsor shall be filled by further designation by Sponsor.

Section 8. Acceptance of Membership on Managing Board. Each new member of the Managing Board shall execute an instrument in recordable form indicating his acceptance of election (or designation, in the case of members designated by Sponsor) as a member of the Managing Board and all trusts imposed hereby and thereby agreeing to be bound by the provisions of these By-Laws.

Section 9. Organization Meeting. The first meeting of the members of the Managing Board shall be held immediately following the annual meeting of the unit owners, at such time and place as shall be fixed by the unit owners at that meeting, and no notice shall be necessary to the newly elected members of the Managing Board in order legally to constitute such meeting, providing a majority of the whole Managing Board shall be present thereat.

Section 10. Regular Meeting. Regular meetings of the Managing Board may be held at such time and place as shall be determined from time to time by a majority of the members thereof. Notice of regular meetings of the Managing Board shall be given to each member thereof by telephone, mail or telegraph, at least five (5) business days prior to the day named for such meeting.

Section 11. Special Meetings. Special meetings of the Managing Board may be called by the President upon two (2) business days' notice to each member thereof, given by telephone, mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Managing Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) members thereof.

Section 12. Waiver of Notice. Any member of the Managing Board may, at any time, waive notice in writing, of any meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Managing Board at any meeting thereof shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Managing Board are present at any meeting thereof, no notice shall be required and any business may be transacted at such meeting.

Section 13. Quorum of Managing Board. At all meetings of the Managing Board a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Managing Board present at a meeting at which a quorum is present shall constitute the decision of the Managing Board.

Section 14. Action by Unanimous Consent. Any action required or permitted to be taken at any regular or special meeting of the Managing Board may be taken without a meeting if all the members consent to the action in writing and the written consents are filed with the Secretary of the Board. Such consents shall be treated for all purposes as a vote at a meeting.

Section 15. Fidelity Bonds. If required by majority vote of the Unit Owners, or if requested by the holder of two or more first mortgages on units in the Condominium, or if the Managing Board shall deem the same to be necessary, the Managing Board shall acquire, if obtainable, fidelity coverage (either fidelity bonds or insurance) against dishonest acts of members of the Managing Board, officers or employees of the Association, the manager (and employees of such manager) under an agreement for professional management of the Condominium, or volunteers serving without compensation who are responsible for handling funds belonging to or administered by or on behalf of the Association, such coverage naming the Association as the insured party (or payee of the bond) and being in an amount no less than 150% of the Association's estimated operating expenses and reserves for any given year.

Section 16. Compensation. No member of the Managing Board shall receive any compensation from the Association for acting as such.

Section 17. Liability of the Managing Board. The members of the Managing Board shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual wilful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the members of the Managing Board against all contractual liability to others arising out of contracts made by the Managing Board on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Master Deed or of these By-Laws. The members of the Managing Board shall have no personal liability with respect to any contract made by them on behalf of the Association and Condominium other than their respective liability as Unit Owners, if any. It is understood and permissible for the original Managing Board appointed by the Sponsor, to contract with the Sponsor or any affiliate without being charged with self-dealing. The liability of any Unit Owner arising out of any contract made by the Managing Board or out of the aforesaid indemnity in favor of the members of the Managing Board shall be limited to such proportion of the total liability thereunder as his interest in the common areas and facilities bears to all such interests. Every agreement made by the Managing Board or by the managing agent or by the manager on behalf of the condominium shall provide that the members of the Managing Board or the managing agent, or the manager, as the case may be, are acting only as agents for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners) and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the common areas and facilities bears to all such interests.

Any instrument signed by a majority of the members of the Managing Board as they then appear of record and duly attested as the act of the Association may be relied on as conclusively establishing

that such instrument was the free act of the Association, and shall be binding upon the Association. No purchaser, mortgagee, lender or other person dealing with the Managing Board, as they appear of record, shall be bound to ascertain or inquire further as to the persons who are then members of the Managing Board nor be affected by any notice, implied or actual, relative thereto, other than a recorded certificate thereof by any two members of record or by the secretary, and such recorded certificate shall be conclusive evidence of the members of the Managing Board and of any changes therein.

ARTICLE III

Unit Owners

Section 1. Annual Meetings. The first annual meeting of the Unit Owners shall be held on the second Tuesday in March, 1977 and, thereafter, the annual meetings of the Unit Owners shall be held on the second Tuesday in January of each succeeding year. At such meeting the members of the Managing Board shall be elected by ballot of the Unit Owners in accordance with the requirements of Article II of these By-Laws. The Unit Owners may transact such other business at such meetings as may properly come before them.

Section 2. Place of Meetings. Meetings of the Unit Owners shall be held at the principal office of the Condominium or at such other suitable place convenient to the Unit Owners as may be designated by the Managing Board.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Unit Owners if so directed by resolution of the Managing Board or upon a petition signed and presented to the Secretary by not less than twenty (20) percent of the Unit Owners.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail or deliver a notice of each annual or special meeting of the Unit Owners at least ten (10) but not more than thirty (30) days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Unit Owner of record, at the Condominium or at such other address as such Unit Owner shall have designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice. Notice of a meeting need not be given to a Unit Owner if a written waiver thereof, executed before or after the meeting by such Unit Owner or his duly authorized attorney, is filed with the records of the meeting.

Section 5. Adjournment of Meeting. If any meeting of Unit Owners cannot be held because a quorum has not attended, a majority in common interest of the Unit Owners who are present at such meeting, either in person or by proxy, shall adjourn the meeting to a time not less than forty-eight hours from the time the original meeting was scheduled.

Section 6. Order of Business. The order of business at all meetings of the Unit Owners shall be as follows:

- (a) Roll call.
- (b) Proof of notice of Meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of Managing Board.
- (f) Reports of committees.
- (g) Election of inspectors of election
(when so required).
- (h) Election of members of the Managing Board
(when so required).
- (i) Unfinished business.
- (j) New business.

Section 7. Voting and Other Action by Unit Owners. Any and all Unit Owners and persons duly acting as proxies for Unit Owners may be present at any meeting of the Unit Owners. The owner or owners of each unit shall be entitled at all meetings of Unit Owners to cast the vote appurtenant to such unit. If a unit is owned by two or more persons, any one of such persons may act for all of such owners unless one of such owners objects at or prior to the taking of any vote, in which case the vote attributed to such unit shall not be counted for any purpose.

For all purposes of these By-Laws, including every action on which there is a vote of the Unit Owners and every other occasion on which there is any other kind of action taken or approved by a designated percentage of the Unit Owners, the votes, approvals or consents of the Unit Owners shall be weighted by attributing to each unit the same percentage as the respective Unit Owner's percentage interest in the common areas and facilities. As used in these By-Laws any stated percentage of the Unit Owners shall mean the then

owners of that percentage in the aggregate of the undivided ownership of the common areas and facilities of the Condominium.

The Unit Owners shall transact the business of the Association at a duly called meeting, except that any action to be taken by the Unit Owners may be taken without a meeting if all Unit Owners entitled to vote on the matter consent to the action by a writing filed with the records of meetings of Unit Owners. Such consent shall be treated for all purposes as a vote at a meeting.

Section 8. Proxies and Fiduciaries. Any person designated by a Unit Owner or owners to act as proxy on his or their behalf, shall be entitled to act for the Unit Owner in all matters concerning the Association and the Condominium within the authority granted by the proxy and until the proxy expires or is revoked, including casting the vote attributed to the unit at any meeting of the Unit Owners. The designation of any proxy by a Unit Owner shall be made in writing to the Secretary and shall be revokable at any time by written notice to the Secretary by the owner or owners so designating. A fiduciary shall be entitled to vote and take all actions pursuant to these By-Laws with respect to any unit owned in a fiduciary capacity.

Section 9. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of more than fifty (50) percent of the Unit Owners shall constitute a quorum at all meetings of the Unit Owners.

Section 10. Majority Vote. As used in these By-Laws the term "majority of Unit Owners" shall mean those Unit Owners having more than 50% of the total authorized votes of all Unit Owners present in person or by proxy and voting at any meeting of Unit Owners. The vote of a majority of Unit Owners present at a meeting at which a quorum is present shall be binding upon all Unit Owners for all purposes except where in the Master Deed or these By-Laws or by law a higher percentage vote is required.

ARTICLE IV

Officers

Section 1. Designation. The officers of the Association shall be the President, Treasurer and Secretary, all of whom shall be elected by the Managing Board. The Managing Board may elect a Vice President, Assistant Treasurer and Assistant Secretary and such other officers as it deems necessary or appropriate. The President shall be a member of the Managing Board but no other officer need be.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Managing Board at the organization meeting of each new Managing Board and shall hold office at the pleasure of the Managing Board and until their successors are elected.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Managing Board, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Managing Board, or at any special meeting called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Unit Owners and of the Managing Board. The President shall have the power to appoint committees from among the Unit Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Condominium. If the President is unable to act at any time, the Managing Board shall appoint some other member of the Managing Board to act in the place of the President, on an interim basis.

Section 5. Secretary. The Secretary shall keep the minutes of all meetings of the Unit Owners and of the Managing Board; he shall have charge of such books and papers as the Managing Board may direct; and he shall, in general, perform all the duties incident to the office of clerk or secretary of a stock corporation organized under the Business Corporation Law of the Commonwealth of Massachusetts.

Section 6. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Managing Board. No payment vouchers shall be paid unless and until approved by the Treasurer.

Section 7. Agreements, Contracts, Deeds, Checks, etc. Except as otherwise authorized by the Managing Board, all agreements, contracts, leases, checks and other instruments of the Association shall be executed by, and payment vouchers shall be approved by, any two officers of the Association, or by such other person or persons as may be designated by the Managing Board.

Section 8. Compensation of Officers. No officer shall receive any compensation from the Association for acting as such.

ARTICLE V

Operation of the Condominium

Section 1. Determination of Common Expenses and Fixing of Common Charges. The fiscal year of the Condominium shall be the calendar year. The Managing Board shall from time to time, and at least annually, prepare a budget for the Condominium, determine the estimated amount of the common charges payable by the Unit Owners to meet the common expenses of the Condominium, and assess such common charges among the Unit Owners according to their respective percentage interests in the common areas and facilities. The common expenses shall include, among other things, electricity serving the common areas and facilities, water, the cost of all insurance premiums on all policies of insurance to be or which have been obtained by the Managing Board pursuant to the provisions of Sections 6 and 7 of this Article V. The common expenses shall also include such amounts as the Managing Board may deem proper for the operation and maintenance of the Condominium, including, without limitation, an amount for working capital of the Condominium, for a general operating reserve, for a reserve fund for replacements, to make up any deficit in the common expenses for any prior year, and to purchase or lease units, on behalf of tenant owners, as otherwise provided herein.

The Managing Board shall advise all Unit Owners promptly in writing of the amount of common charges payable by each of them, respectively, as determined by the Managing Board, as aforesaid, and shall furnish copies of each budget on which such common charges are based, to all Unit Owners and, if requested, to their respective mortgagees.

Section 2. Payment of Common Charges. All Unit Owners shall be obligated to pay the common charges assessed by the Managing Board pursuant to the provisions of these By-Laws at such time or times as the Managing Board shall determine.

No Unit Owner shall be liable for the payment of any part of the common charges assessed against his unit subsequent to a sale, transfer or other conveyance by him of such unit. In addition, any Unit Owner may, subject to the terms and conditions specified in these By-Laws, and subject to acceptance by the Managing Board, provided that his unit is free and clear of liens and encumbrances other than a first mortgage and the statutory lien for unpaid common charges, convey his unit, together with its interest in the common areas and facilities, to the Association, or its nominee, corporate or otherwise, and shall be exempt from common charges thereafter assessed. A purchaser of a unit shall be liable for the payment of common charges assessed and unpaid against such unit prior to the acquisition by him of such unit.

Section 3. Collection of Assessments. The Managing Board shall assess common charges against the Unit Owners from time to time and at least annually and shall take prompt action to collect any common charges due from any Unit Owner which remains unpaid for more than 30 days from the date due for payment thereof.

Section 4. Default in Payment of Common Charges. In the event of default by any Unit Owner in paying to the Association the common charges as determined by the Managing Board, such Unit Owner shall be obligated to pay interest at the legal rate on such common charges from the due date thereof, together with all expenses, including attorneys' fees, incurred by the Managing Board in any proceeding brought to collect such unpaid common charges. All such unpaid common charges shall constitute a lien to the extent provided by law. The Managing Board shall have the right and duty to attempt to recover such common charges, together with interest thereon, and the expenses of the proceeding, including attorneys' fees, in an action to recover the same brought against such Unit Owner, or by foreclosure of the lien on such unit as provided by law.

Section 5. Statement of Common Charges. The Managing Board shall promptly provide any Unit Owner so requesting the same in writing, with a written statement of all unpaid common charges due from such Unit Owner in form suitable for recording and the same when recorded in the Essex South Registry of Deeds shall operate to discharge the unit from any lien for any other sums then unpaid.

Section 6. Casualty Insurance. The Managing Board shall obtain and maintain to the extent obtainable and permitted by applicable law, fire with extended coverage insurance, insuring the Property, including, without limitation, common areas and facilities, all of the units with all fixtures, additions, alterations and improvements made by the Sponsor, but not including any furniture, furnishings, household and personal property belonging to and owned by individual Unit Owners and improvements made by a Unit Owner to his unit, in an amount equal to 100% of the full replacement value thereof as determined by the Managing Board at least annually without deduction for depreciation, such insurance to name the Managing Board as Insurance Trustees for the benefit of all Unit Owners and their unit mortgagees, with loss payable to and adjusted by the Managing Board as insurance trustees in accordance with the provisions of these By-Laws.

Policies for such casualty insurance shall provide: (i) that the company waive any right of subrogation against the Managing Board, its agents and employees, Unit Owners, their respective employees, agents, tenants and guests; (ii) that the insurance shall not be prejudiced by any act or neglect of any Unit Owners or occupants or any other person or firm (including employees and agents of Managing Board) when such act or neglect is not within the control of the Managing Board (or Unit Owners collectively),

or by failure of the Managing Board (or Unit Owners collectively) to comply with any warranty or condition with regard to any portion of the premises over which the Managing Board (or Unit Owners collectively) have no control; (iii) that such policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to all Unit Owners and mortgagees of the units to whom certificates of insurance have been issued; (iv) that recovery thereunder shall not be affected on account of the availability of proceeds under any policies obtained by individual Unit Owners covering their own units; and (v) if available that the company shall waive any right it may have under the policy to repair or restore damage should the Unit Owners elect to terminate the Condominium because of such damage.

Certificates of insurance, with proper mortgagee endorsements, when requested, shall be issued to the owners and mortgagee of each unit. The Association shall furnish owners or mortgagee with a photocopy of existing casualty insurance policies after request from said owners and mortgagees.

Section 7. Other Insurance. The Managing Board shall obtain and maintain, to the extent obtainable: (i) public liability insurance in such limits as the Managing Board may, from time to time, determine covering the Association, each member of the Managing Board, the managing agent, the manager and each Unit Owner with respect to liability arising out of ownership, maintenance or repair of those portions of the Property not reserved for exclusive use by the owner or owners of a single unit, such insurance containing a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners; (ii) workmens compensation insurance; and (iii) such other insurance as the Managing Board may determine.

Section 8. Repair or Reconstruction After Fire or Other Casualty. In the event of damage to or destruction of the common areas and facilities of the Condominium as a result of fire or other casualty (unless the casualty exceeds ten (10) percent of the value of the Property prior to the casualty and seventy-five (75) percent or more of the Unit Owners agree not to proceed with the repair or restoration as provided by the last paragraph of this Section) or in the event of damage to or destruction of any unit as a result of fire or other casualty, whether or not the common areas and facilities have been damaged or destroyed (unless the last paragraph of this Section is applicable), the Insurance Trustees shall promptly adjust the loss, arrange for the prompt repair or restoration of the same, and disburse the proceeds of all insurance policies in payment of all costs and expenses actually incurred in connection with such repair or restoration in appropriate progress payments and with appropriate retainage. All insurance proceeds paid to the Managing Board as trustees on account of any casualty shall be dedicated solely to the repair or restoration of the loss, and any application of said proceeds by the Managing Board on account thereof, shall be prior to the application of such proceeds for any other purposes.

Any cost of repair or restoration in excess of the insurance proceeds shall constitute a common expense and the Managing Board may assess all Unit Owners for such deficit as a part of the common charges.

The Managing Board may perform emergency work essential to the preservation and safety of the Property or the safety of persons, or required to avoid the suspension of any essential service to the Property without having first adjusted the loss or obtained proceeds of insurance.

If there shall have been a repair or restoration pursuant to the foregoing and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds, if any, shall be divided among all the Unit Owners in proportion to their respective interest in the common areas and facilities after first paying out of the share due each Unit Owner such amount as may be required to reduce unpaid liens on such unit (including mortgages of record in the order of their priority.)

If a loss to the common areas and facilities due to a casualty exceeds ten (10) percent of the value of the Property and if within one hundred twenty (120) days of the date of such loss, seventy-five (75) percent or more of the Unit Owners do not agree to proceed with repair or restoration, the Property shall be subject to partition and net proceeds of a partition sale together with common funds of the Association and Condominium shall be divided all as provided by law.

Section 9. Abatement and Injoining of Violations by Unit Owners. The violation of any rule or regulation adopted by the Managing Board or the breach of any of these By-Laws contained herein, or the breach of any provisions of the Master Deed shall give the Managing Board the right, in addition to any other rights set forth in these By-Laws to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

Section 10. Maintenance and Repair. All maintenance and replacement of and repairs to any unit, whether structural or non-structural, ordinary or extraordinary, (other than to the common areas and facilities contained therein), and to the doors and windows, electrical, plumbing, heating and air-conditioning fixtures within the unit or belonging to the Unit Owner shall be done by the Unit Owner at the Unit Owner's expense, excepting as otherwise specifically provided herein.

All maintenance, repairs and replacements to the common areas and facilities as defined in the Master Deed, the painting and decorating of the exterior of any unit including doors, windows, sashes, trim, clapboards and buckwork shall be made by the Man-

aging Board and shall be charged to all the Unit Owners as a common expense, excepting to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expenses shall be charged to such Unit Owner.

Section 11. Exclusive Use Areas. Any area designated in the Master Deed for the exclusive use of a Unit Owner shall be kept free and clean of any unnatural accumulation by the owner of such unit. All repairs in, to or with respect to any such exclusive use areas, except repairs which are necessitated by the negligence, misuse or neglect of such owner, shall be made by the Managing Board and the cost thereof shall be a common expense.

Section 12. Restrictions on Use of Units. In order to provide for congenial occupancy of the Property and for the protection of the value of the units, the use of the Property shall be restricted to and shall be in accordance with the following provisions:

- (a) No unit shall be used other than for residential purposes, and the parking of one automobile where applicable. No portion of or all of any unit may be used as a professional office whether or not accessory to a residential use.
- (b) The common areas and facilities shall be used only 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.
- (c) No nuisances shall be allowed in the Condominium nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents.
- (d) No improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning laws and regulations of all governmental bodies having jurisdiction thereof shall be observed, including, without limitation, compliance with local and state health laws with respect to use of the swimming pool and clubhouse. Violations of law, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be corrected, by and at the sole expense of the Unit Owners or the Association whichever shall have the obligation to maintain or repair such portions of the Property.

Section 13. Improvements to Common Areas and Facilities.

(a) If fifty (50) percent or more but less than seventy-five (75) percent of the Unit Owners agree to make an improvement to the common areas and facilities, the cost of such improvement shall be borne solely by the owners so agreeing.

(b) Seventy-five (75) percent or more of the Unit Owners may agree to make an improvement to the common areas and facilities and assess the cost thereof to all Unit Owners as a common expense, but if such improvement shall cost in excess of ten (10) percent of the then value of the Condominium, any Unit Owner not so agreeing may apply to the superior court of the county in which the property is located, on such notice to the organization of Unit Owners as the court shall direct, for an order directing the purchase of his unit by the organization of Unit Owners at fair market value thereof as approved by the court. The cost of any such purchase shall be a common expense.

Section 14. Additions, Alterations or Improvements by Unit Owners. No Unit Owner shall make any addition, alteration or improvement of a structural nature in or to his unit, and no unit owner shall make any exterior alteration or addition (including painting, awnings, grills, and the like), without in each instance the prior written consent thereto of the Managing Board, such consent not to be unreasonably withheld. Any necessary application to any governmental authority for a permit to make an addition, alteration or improvements in or to any unit approved by the Managing Board, will be executed by the Managing Board without, however, incurring any liability on the part of the Managing Board to any contractor, sub-contractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The provisions of this Section shall not apply to the units owned by the Sponsor until such units have been initially sold.

Section 15. Use of Common Areas and Facilities. A Unit Owner shall not place or cause to be placed in the common areas or facilities, other than the areas designated as storage areas, any furniture, packages, or objects of any kind. The entry foyers shall be used for no purpose other than for normal transit through them.

Section 16. Right of Access. A Unit Owner shall grant a right of access to his unit to the manager and/or the managing agent and/or any other person authorized by the Managing Board, the manager or the managing agent, for the purpose of correcting any condition originating in his unit and threatening another unit or a common area or facility, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other

common areas or facilities in his unit or elsewhere in the Condominium, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not. All costs for emergency repairs shall be borne in the manner set forth in Section 10 hereof.

Section 17. Rules and Regulations. Rules and regulations concerning the use of units and common areas and facilities are annexed hereto as Exhibit A and may not be amended, cancelled or modified except in accordance with Article XI.

Section 18. Water Charges. Water shall be supplied to all of the units and the common areas and facilities through one or more building meters and the Managing Board shall pay, as a common expense, all charges for water consumed on the Property, including the units, promptly after the bills for the same shall have been rendered. In the event of a proposed sale of a unit by the owner thereof, the Managing Board, on request of the selling unit shall execute and deliver to the purchaser of such unit or to the purchaser's title insurance company, a letter agreeing to pay all charges for water affecting the Property as of the date of closing of title to such unit promptly after such charges shall have been billed.

Section 19. Gas and Electricity. Electricity shall be supplied by the public utility company serving the area directly to each unit through a separate meter and each Unit Owner shall be required to pay the bills for gas and electricity consumed or used in his unit. The gas and electricity serving the common areas and facilities shall be separately metered, and the Managing Board shall pay all bills for gas and electricity consumed in such portions of the common areas and facilities, as a common expense.

ARTICLE VI

Mortgages

Section 1. Notice to Managing Board. A Unit Owner who mortgages his unit, shall notify the Managing Board of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Managing Board. The Managing Board shall maintain such information in a book entitled "Mortgages of Units".

Section 2. Notice of Unpaid Common Charges. The Managing Board whenever so requested in writing by a mortgagee of a unit, shall promptly report any then unpaid common charges due from, or any other default by, the owner of the mortgaged unit.

Section 3. Notice of Default. The Managing Board when giving notice to a Unit Owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such unit whose name and address has theretofore been furnished to the Managing Board.

Section 4. Examination of Books. Each Unit Owner and each mortgagee of a unit shall be permitted to examine the books of account of the Condominium and the records of the Condominium described in Article IX hereof at reasonable times, on business days.

ARTICLE VII

Purchase of Units

Section 1. Purchase of Unit by Managing Board. The Association, or its nominee, may purchase by and through the Managing Board any unit directly from the Unit Owner or at a foreclosure sale; provided, however, that any such purchase by the Association shall have the prior approval of seventy-five percent in interest of the Unit Owners.

Section 2. Financing of Purchase of Units by Managing Board. Acquisition of units by the Managing Board, or its nominee, on behalf of all Unit Owners, may be made from the working capital and common charges in the hands of the Managing Board, or if such funds are insufficient, the Managing Board may levy an assessment against each Unit Owner in proportion to his ownership in the common areas and facilities as a common charge, which assessment shall be enforceable in the same manner as provided in Sections 5 and 6 of Article V, or the Managing Board, in its discretion, may borrow money to finance the acquisition of such units, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the unit, together with its interest in the common areas and facilities, so to be acquired by the Managing Board.

Section 3. Waiver of Right of Partition with Respect to such Units Acquired by the Managing Board. In the event that a unit shall be acquired by the Managing Board, or its nominee, on behalf of all Unit Owners, all such Unit Owners shall be deemed to have waived all rights of partition with respect to such unit.

ARTICLE VIII

Condemnation

Section 1. Condemnation. In the event of a taking in condemnation or by eminent domain of part or all of the common areas and facilities, the award made for such taking shall be payable to the Managing Board. If seventy-five percent (75%) or more of the Unit Owners duly and promptly approve the repair and restoration of such common areas and facilities, the Managing Board shall arrange for the repair and restoration of such common areas and facilities, and shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that such approvals and consents are not obtained within ninety (90) days, then the Managing Board shall, to the extent permitted by law, disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage, as provided in Section 8 of Article V of these By-Laws.

ARTICLE IX

Records

Section 1. Records and Audits. The Managing Board shall keep or cause to be kept detailed records of the actions of the Managing Board, minutes of the meetings of the Managing Board, minutes of the meetings of Unit Owners, and financial records and books of account of the Association, including a chronological listing of receipts and expenditures, as well as a separate account for each unit which, among other things, shall contain the amount of each assessment of common charges against such apartment unit, the date when due, the amount paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the Association shall be rendered by the Managing Board to all Unit Owners written thirty (30) days after the close of each fiscal year of the Association.

ARTICLE X

Miscellaneous

Section 1. Notice. All notices hereunder shall be sent by registered or certified mail return receipt requested to the Managing Board, to the office of the Managing Board or to such other address as the Managing Board may hereafter designate from time to time, by

notice in writing to all unit owners. All notices to any unit owner shall be delivered in hand or shall be sent by registered or certified mail return receipt requested to the Condominium or to such other address as may have been designated by the Unit Owner from time to time, in writing, to the Managing Board. All notices shall be deemed to have been given when so mailed, except notices of change of address which shall be deemed to have been given when received.

Section 2. Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Section 3. 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 these By-Laws, or the intent of any provision thereof.

Section 4. Gender. The use of the masculine gender in these By-Laws shall be deemed to include the feminine or neuter gender and the use of the singular shall be deemed to include the plural, whenever the context or circumstances so require.

Section 5. Waiver. No restrictions, condition, obligation or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce same, irrespective of the number of violations or breaches thereof which may occur.

Section 6. Chapter 183A. All references in these By-Laws to Chapter 183A of the General Laws of the Commonwealth of Massachusetts shall be to said Chapter as amended to the date of recording of the Master Deed creating the Condominium.

ARTICLE XI

Amendments to By-Laws

Section 1. Amendments to By-Laws. These By-Laws may be modified or amended by the vote of 66 2/3% (or if such modification or amendment affects a provision then requiring a larger percentage, such larger percentage) in common interest of all Unit Owners at a meeting of Unit Owners called for such purpose. Notwithstanding the foregoing, however, these By-Laws shall not be amended in any manner which would alter, diminish, terminate or in any other way adversely affect any rights specifically granted or reserved to Sponsor by these By-Laws or by the Master Deed.

ARTICLE XII

Conflicts

Section 1. Conflicts. These By-Laws are intended to comply with the provisions of said Chapter 183A of the General Laws of the Commonwealth of Massachusetts and said Master Deed, as it may be amended. In case any of these By-Laws conflict with the provisions of said Chapter or of Master Deed, the provisions of said statute or of the Master Deed, as the case may be, shall control.

A TRUE COPY. ATTEST

James E. Pinney
Clerk

SCHEDULE A

TO

BY-LAWS

RULES AND REGULATIONS OF HAWTHORNE'S CROSSING CONDOMINIUM

1. No part of the Common Areas and Facilities shall be used for any purpose except as accessory to housing and the common recreational purposes for which the same were designed.

2. There shall be no obstruction of the Common Areas and Facilities nor shall anything be stored in the Common Areas and Facilities without the prior consent of the Managing Board except as herein or in the By-Laws expressly provided.

3. Nothing shall be done or kept in any unit or in the Common Areas and Facilities, which will increase the rate of insurance of any of the buildings, or contents thereof, applicable for residential use, without the prior written consent of the Managing Board. No Unit Owner shall permit anything to be done, or kept in his unit, or in the Common Areas and Facilities which will result in the cancellation of insurance on any of the Buildings, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Areas and Facilities except where provision made.

4. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of a building and no sign, awning, canopy, shutter or radio or television antenna (except for master antenna system) shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on or at any window, without the prior consent of the Managing Board.

5. No animals or reptiles of any kind shall be raised, bred, or kept in any unit or in the Common Areas and Facilities, except dogs, cats or other common household pets subject to the rules and regulations adopted by the Managing Board, provided that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon three (3) days' written notice from the Managing Board. In no event shall any dog be permitted in any portion of the Common Areas and Facilities, unless carried or on a leash, or in any grass or garden plot under any circumstances.

6. No noxious or offensive activity shall be carried on in any Unit, or in the Common Areas and Facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners. No Unit Owner shall play upon, or suffer to be operated a phonograph, television set or radio in his unit if the same shall disturb or annoy other occupants of any Building.

7. Nothing shall be done in any unit or in, on or to the Common Areas and Facilities which will impair the structural integrity of any building or which would structurally change any of the buildings.

8. No clothes, sheets, blankets, laundry or any kind of other articles shall be hung out of a Unit or exposed on any part of the Common Areas and Facilities. The Common Areas and Facilities shall be kept free and clear of rubbish, debris and other unsightly materials.

9. Except in recreational or storage areas designated as such by the Managing Board there shall be no playing, lounging, or parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs, on any part of the Common Areas and Facilities except that exclusive use areas may be used for their intended purposes. Storage by Unit Owners in areas designated by the Managing Board shall be at the Unit Owner's risk.

10. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designated for profit, altruism, or otherwise, shall be conducted, maintained or permitted on any part of the Property, nor shall any "For Sale", "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted on any part of the Property or in any unit therein nor shall any unit be used or rented for transient, hotel or motel purposes. The right is reserved by the Sponsor and the Managing Board, or its agent, to place "For Sale", "For Rent" or "For Lease" signs on any unsold or unoccupied unit.

11. Nothing shall be altered or constructed in or removed from the Common Areas and Facilities, except upon the written consent of the Managing Board.

12. No public hall of any Building shall be decorated or furnished by any Unit Owner in any manner.

13. Each Unit Owner shall keep his unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, windows, terraces or balconies thereof, any dirt or other substance.

14. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit.

15. The agents of the Managing Board or the managing agent, and any contractor or workman authorized by the Board of Managers or the managing agent, may enter any room or Unit in the buildings at any reasonable hour of the day after notification (except in case of emergency) for the purpose of inspecting such Unit for health purposes.

16. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by resolution of the Managing Board.

17. No garbage cans shall be placed in the halls or on the staircase landings, nor shall anything be hung from the windows, terraces or balconies or placed upon the window sills. Nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, balconies or terraces.

18. Washing of automobiles shall take place only in designated areas. Surface parking spaces shall not be used for any purpose other than to park automobiles excluding, specifically, trucks, commercial vehicles, trailers, or boats.

19. No exclusive use area shall be decorated, enclosed or covered by any awning or otherwise without the consent in writing of the Managing Board.

20. No Unit Owner or occupant or any of his agents, servants, employees, licensees or visitors shall at any time, bring into or keep in his Unit any flammable, combustible or explosive fluid, material, chemical or substance, except such lighting and cleaning fluids as are customary for residential use.

21. If any key or keys are entrusted by a Unit Owner or occupant or by any member of his family or by his agent, servant, employee, licensee or visitor to an employee of the Managing Board, whether for such unit or an automobile, truck or other item of personal property, the acceptance of the key shall be at the sole risk of

such Unit Owner or occupant, and the Managing Board shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.

22. The Managing Board, or its designated agent, may retain a pass key to each Unit. In case an additional or substitute lock is installed the Unit Owner shall provide the Managing Board, or its agent, with an additional key pursuant to its right of access to the unit.

23. The Managing Board may charge guests for the use of the swimming pool, tennis courts and club house and may restrict the number of guests that may use such Facilities.

24. The swimming pool may not be used unless a qualified lifeguard is present.

25. Rules of behavior for the swimming pool area will be promulgated by the Managing Board, and all Unit Owners and their families and guests must abide by such rules.

26. Draperies or curtains must be installed by each Unit Owner on all windows of his or her unit and must be maintained in said windows at all times.

27. Unit Owners shall register autos.

A TRUE COPY. ATTEST

James E. Pince
CLERK