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**AMENDMENT TO  
BAKER HOMES CONDOMINIUM  
DECLARATION OF TRUST**

**AMENDMENT TO DECLARATION OF TRUST** made at Concord, Middlesex County, Massachusetts by the undersigned Trustees of Baker Homes Condominium Trust under declaration of trust dated January 13, 2005 recorded with the South Middlesex County Registry of Deeds, Book 44501, Page 551.

Section 5.4.2 of the Trust is hereby amended in its entirety to read as follows:

**Section 5.4.2 Assessment of Common Expenses; Water and Sewer; Taxes** At least thirty (30) days prior to the commencement of each fiscal year of this Trust or as promptly thereafter as is reasonable, the Trustees shall estimate the common expenses expected to be incurred during the next fiscal year together with a reasonable provision for contingencies, an adequate reserve fund for maintenance, repair and replacement of the common areas and facilities and any amount needed to make up any deficit in any prior year, and after taking into account any undistributed surplus accumulations from prior years not set aside for reserve or contingent liabilities, shall determine the assessment to be made for the fiscal year. In the event that the Trustees determine that the assessment so made for any fiscal year is less than the common expenses actually incurred for that year, or in the reasonable opinion of the Trustees likely to be incurred, the Trustees shall make supplemental or special assessment or assessments and render statements therefor in the manner aforesaid.

The Trustees shall render statements to the Unit Owners for their respective shares of assessments, according to their beneficial interest in the common areas and facilities, and as to costs of physical maintenance of the common elements of structures containing Units, and costs of insuring repair, restoration and replacement of those common elements in event of damage due to casualty or other insurable event as stated in this Section 5.4.2, and such assessment shall, unless otherwise provided therein, be due and payable within thirty (30) days after the same are rendered. The Trustees may provide for payments of assessments in monthly or other regular installments.

Notwithstanding the beneficial interest in the common areas and facilities, costs of physical maintenance of the common elements of structures containing Units ("Building Maintenance Costs"), and costs of insuring repair, restoration and replacement of those common elements in event of damage due to casualty or other insurable event ("Casualty Insurance and Restoration Costs"), shall be a common expense assessed to the Units according to their Percentage Share, reflecting Unit area (excluding

For execution

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basements) shown on the plans recorded with the Master Deed rather than according Percentage Interest; that is,

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|---|---------|
| Unit 133 Baker Avenue shall be assessed | 14.62%  |
| Unit 135 Baker Avenue shall be assessed | 14.62 % |
| Unit 137 Baker Avenue shall be assessed | 14.62 % |
| Unit 147 Baker Avenue shall be assessed | 13.45%  |
| Unit 149 Baker Avenue shall be assessed | 13.45 % |
| Unit 76 Gifford Lane shall be assessed  | 14.62 % |
| Unit 78 Gifford Lane shall be assessed  | 14.62 % |

of all Building Maintenance Costs and Casualty Insurance and Restoration Costs, irrespective of the Buildings involved with respect to particular costs.

Water and sewer services metered by the Town of Concord to a building shall be a common expense assessed to the Units served according to actual usage rather than percentage interest, with actual usage being established by submetering if possible, and otherwise being presumed to be in proportion to the number of people living in the Units or to be equal among occupied Units, as determined from time to time by the Trustees. Water and sewer services metered by the Town of Concord to a Unit shall be paid by those Unit owners directly to the Town, and shall not be a common expense.

These allocations of costs of physical maintenance and water / sewer consumption are for the purpose of equitably allocating such costs among the Units and reflect that the relative fair value of the Units on which percentage interest is based is the result of prices established to make the Units available to households of specified income, and are not reflective of the relation of the unrestricted fair value of the Units. Notwithstanding the foregoing, the Trustees retain full authority to allocate such of those categories of common expenses as they determine from time to time according to percentage interest, whether for ease of administration or other basis determined by the Trustees to be consistent with the intent and purpose of these By-laws.

During any time that real estate taxes (including betterment assessments) are assessed against the real property described in the Master Deed as one (or more) tax parcels, but not as condominium units, the Trustees may collect and expend, in the same manner as common expenses, all amounts necessary to pay such real estate taxes and betterment assessments for common benefit. Each Unit shall be assessed for such real estate taxes in proportion to its beneficial interest in the common areas and facilities of the condominium. The Trustees may collect the funds for such real estate taxes in lump sums or installments, using such procedure, including installment payments in advance, as they in their sole discretion shall determine and they may charge any

penalties or interest for late payment imposed by the municipal authorities to the Unit(s) responsible therefor.

The amount of each such assessment shall be a personal liability of each Unit Owner at the time of the assessment (and jointly and severally among the owners of each Unit) and, if not paid when due, or upon the expiration of such grace period as the Trustees may (but need not) designate, shall carry a late charge in such amount or at such rate (which amount or rate need not be in proportion to the beneficial interests in this Trust) as the Trustees shall determine and, together with any such late amount or charge and attorneys' fees and all other costs of collection as hereinafter provided, shall constitute a lien on the Unit pursuant to the provisions of section 6 of Chapter 183A. The Trustees in their sole discretion may for good cause waive all or any portion of the late charge, attorneys' fees and the other costs of collection; provided

(i) that Trustees shall be disqualified from voting regarding any such waiver with respect to any Unit owned or occupied by such Trustee and

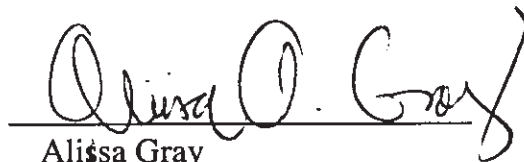
(ii) Trustees designated by the Declarant or elected while the Declarant owns Units having more than 50% of the beneficial interest in the Trust shall be disqualified from voting regarding any such waiver with respect to any Unit owned by the Declarant or any person affiliated with the Declarant. Each Unit Owner, by acceptance of a Unit Deed, agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by the Trustees in collection of said assessments for common expenses and enforcement of said lien.

As amended, the Trust is ratified and confirmed.

Executed under seal this August 6, 2005.



Cindy So Chan



Alissa Gray



Cassandra Morgan



Michelle Pitso



Malyssa Simard

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On August 6, 2005, before me, the undersigned notary public, personally appeared Cindy So Chan, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose

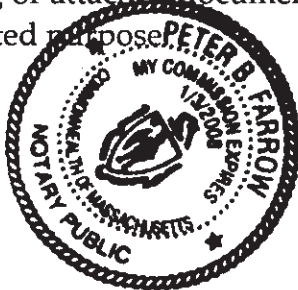


Peter B Farrow  
Peter B. Farrow, Notary Public  
My Commission Expires: 1/3/08

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On August 5, 2005, before me, the undersigned notary public, personally appeared Alissa Gray, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose



Peter B Farrow  
Peter B. Farrow, Notary Public  
My Commission Expires: 1/3/08

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On August 5, 2005, before me, the undersigned notary public, personally appeared Cassandra Morgan, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose



Peter B Farrow  
Peter B. Farrow, Notary Public  
My Commission Expires: 1/3/08

For execution

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On August 5, 2005, before me, the undersigned notary public, personally appeared Michelle Bitas, proved to me through satisfactory evidence of identification, which was personal knowledge to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.



Peter B Farrow  
Peter B. Farrow, Notary Public  
My Commission Expires: 1/3/08

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On August 5, 2005, before me, the undersigned notary public, personally appeared Malysa Simard, proved to me through satisfactory evidence of identification, which was personal knowledge to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.



Peter B Farrow  
Peter B. Farrow, Notary Public  
My Commission Expires: 1/3/08

Anna C. Brown  
Anna C. Brown, Notary Public