



2012 00047996

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**FIRST AMENDMENT TO DECLARATION OF TRUST
EMERSON ANNEX CONDOMINIUM**

The undersigned, being the majority of the unit owners, and having more than a seventy five percent (75%) interest, of the Emerson Annex Condominium, a condominium created pursuant to Chapter 183A of the Massachusetts General Laws by Master Deed dated and recorded on October 21, 1988, with Middlesex South Registry of Deeds at Book 19420, Page 493, as may from time to time have been amended by instruments of record (the "Master Deed"), and being the majority of trustees, and having more than a seventy five percentage (75%) interest of Emerson Annex Condominium Trust, under declaration of trust dated and recorded October 21, 1988, with said Registry of Deeds at Book 19420, Page 509, as may from time to time have been amended by instruments of record, acting pursuant to Section 7.1 of the Declaration of Trust, hereby:

1. Amend the Declaration of Trust, by changing the substantive language of Section 5.8.1 (A) of the Master Deed to read, in its entirety, as follows:

(A) Casualty or physical damage insurance in the buildings and all other insurable improvements forming part of the Condominium (including all of the units, the fixtures, improvements and alterations that are a part of the building or structure; appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security, or housekeeping; and partition walls within the units; but excluding furniture, furnishings and other personal property of the Unit Owners therein) now existing or as they may from time to time be increased by amendment to the Master Deed, together with the service machinery, apparatus, equipment and installations located in the Condominium and existing for the provisions of central services or for common use, in an amount not less than one hundred (100%) percent of their full replacement value (exclusive of foundations) against (1) loss or damage by fire and other hazards covered by the standard fire and extended coverage endorsement, together with coverage for the payment of common expenses with respect to damaged units during the period of reconstruction, and (2) such other hazards and risks as the Trustees from time to time in their discretion shall determine to be appropriate, including, but not limited to, vandalism, malicious mischief, windstorm and water damage, boiler and machinery explosion or damage, and plate glass damage. All policies of casualty or physical damage insurance shall provide (to the extent such clauses are so obtainable) (1) that such policies may not be cancelled or substantially modified without at least ten (10) day's prior written notice to each of the insureds, including each unit mortgagee, and (2) that the coverage thereof shall not be terminated for nonpayment of premiums without thirty (30) day's notice to each of the insureds, including each unit mortgagee. Certificates of such insurance and all renewals thereof, together with proof of payment of premiums, shall be delivered by the Trustees to Unit Owners and their mortgagees upon request at least ten (10) days prior to the expiration of the then current policies.

The original language of Section 5.8.1 (A) of the Declaration of Trust shall no longer be enforceable or binding for any purpose whatsoever.

2. The By-Laws of the Emerson Annex Condominium are attached hereto and incorporated herein by reference.

Joseph Fernandez
Witness

Miriam Van Orman
Miriam Van Orman

Concord Housing Authority, by

[Signature]
Witness

K. C. Ulem
Jennie Festa Kathleen Winslow

K. Chin
Witness

Concord Housing Authority
[Signature]
Arome Adegbe

[Signature]
Witness

Caroline L. Birdsall
Caroline L. Birdsall

Patricia M. Gordon
Witness

Joseph Fernandez
Joseph Fernandez

[Signature]
Witness

Patricia M. Gordon
Patricia M. Gordon

[Signature]
Witness

[Signature]
Angela M. Kearney

Caroline L. Birdsall
Witness

[Signature]
John Bolduc

EMERSON ANNEX CONDOMINIUM BY-LAWS

The following By-Laws are based on common sense respect for neighbors, building maintenance and safety.

CONDO FEE:

Condo fees are due by the 1st of each month. For a list of fees by unit, visit <http://groups.yahoo.com/group/EmersonAnnex> Condo (all owners should be a member of this group). A late fee of \$15.00 applies after the 5th of the month. Checks are to be payable to the "Emerson Annex".

COMMON AREAS:

Common areas include hallways, interior and exterior stairs, utility rooms (boiler, water heater, electrical), basement storage rooms, the bike room, garbage and recycle bins, rear driveway, yard and parking area. With the exception of the bike room, personal items (bikes, flowers, air conditioners, shoes, etc.) are prohibited. For fire code reasons, common areas must be kept clear of personal items.

BIKE ROOM:

Each resident is allowed to store one bike in the bike room. Each bike must have a tag indicating the owner's name and unit number.

PETS:

Pets in common spaces are to be accompanied by their owner(s) at all times. This requirement complies with Concord's leash law, and it protects the Association from potential lawsuits. Wire runners or invisible fences will not be accepted without the owner being present. In addition, each owner is responsible for their pet's poop and is expected to pick it up.

SMOKING:

Smoking in the interior common areas is prohibited, and smoking outside the building often results in smoke drifting into units through open windows. In addition, the bathroom venting system interconnects each unit and smoke from one bathroom will be noticed in another. Please make sure to pick up your cigarette butts and those of your guests present in the interior and exterior common spaces/grounds.

PARKING:

Each unit (1 to 11) is designated one parking space that is marked with a corresponding number. The additional spaces are always open to any resident but are still reserved for

Emerson Annex use. The opposite side of parking lot is open to the public.

Note: During snow storms, owners and residents should move their vehicles to the opposite side of the parking lot to allow the town to plow these Emerson Annex spaces (at no cost to the Association). When a car is not moved, the spaces on each side of the car can not be properly cleared, so please show courtesy to others. Once the spaces have been plowed, residences and owners should move their vehicles to their numbered spaces to allow the town to plow the public parking spaces.

REAR DRIVEWAY:

The rear driveway is a service entrance and fire lane. Parking in the rear driveway is prohibited except for the loading and unloading of goods or for service personnel (plumbers, electricians, etc.) and the owner of a vehicle must be present and easy to locate to move the vehicle if needed. Once the task is finished, the vehicle must be moved immediately.

GARBAGE:

Garbage barrels for each unit are stored in sheds on each side of the rear steps. Each unit uses the shed marked with a corresponding number. Garbage is currently picked up each Wednesday by our current waste removal service. Please set your barrels out either Tuesday night or Wednesday morning. Large items (appliances, construction debris, Christmas trees, etc.) require the owner to make additional arrangements with the current waste removal service at their expense. There are two green bins for recycling: one is for paper and cardboard; the other is for mixed recyclables including plastic, glass and tin. All containers must be rinsed before being placed in the bins.

STORAGE SPACE:

Storage space is limited. Air conditioners may be stored in the water heater room. Condo yard equipment, extra paint and common area light bulbs are stored in the Electrical Room. Nothing may be stored in the Boiler Room. If you need to access the boiler or electrical room, please contact one of the Condo Association trustees (officers) listed on the website.

WATER USAGE:

Emerson Annex residents are permitted to use the water faucets along the outside of the building. Hoses must be neatly stored after use.

MOVING ITEMS AND CONSTRUCTION:

When moving in or out of a unit or receiving large items, such as new appliances or furniture, all items should be moved in and out of the building through the rear doors and stairways. If damages are made to the walls, floors, etc. the unit owner will be responsible for paying the damages.

M. Van Orman
Witness

Wilson Moya
Wilson Moya

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this 20th day of February, 2012, before me, the undersigned Notary Public, personally appeared Miriam Van Orman proved to me through satisfactory evidence of identification which was MA Drivers License to be the person whose name is signed on the preceding or attached document and acknowledge to me that he signed it voluntarily and for its stated purpose.

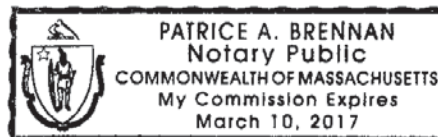
[Signature]
Notary Public:
My Commission Expires: 3/10/17

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this 20th day of February, 2012, before me, the undersigned Notary Public, personally appeared ~~Jennie Festa~~ ^{Kathleen Winslow} proved to me through satisfactory evidence of identification which was MA Drivers License to be the person whose name is signed on the preceding or attached document and acknowledge to me that he signed it voluntarily and for its stated purpose.

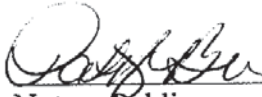
[Signature]
Notary Public:
My Commission Expires: 3/10/17



COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this 26th day of February, 2012, before me, the undersigned Notary Public, personally appeared Arome Adegbe proved to me through satisfactory evidence of identification which was MA Drivers License to be the person whose name is signed on the preceding or attached document and acknowledge to me that he signed it voluntarily and for its stated purpose.

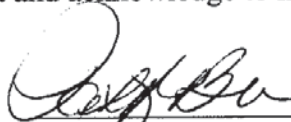


Notary Public:
My Commission Expires: 3/10/2017

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this ___ day of February, 2012, before me, the undersigned Notary Public, personally appeared Caroline L. Birdsall proved to me through satisfactory evidence of identification which was MA Drivers License to be the person whose name is signed on the preceding or attached document and acknowledge to me that he signed it voluntarily and for its stated purpose.

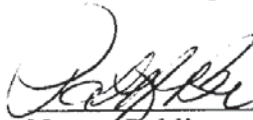


Notary Public:
My Commission Expires: 3/10/2017

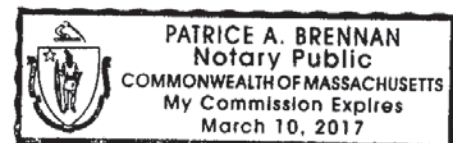
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this ___ day of February, 2012, before me, the undersigned Notary Public, personally appeared Joseph Fernandez proved to me through satisfactory evidence of identification which was MA Drivers License to be the person whose name is signed on the preceding or attached document and acknowledge to me that he signed it voluntarily and for its stated purpose.



Notary Public:
My Commission Expires: 3/10/17



COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this 20th day of February, 2012, before me, the undersigned Notary Public, personally appeared Patricia M. Gordon proved to me through satisfactory evidence of identification which was MA Drivers License to be the person whose name is signed on the preceding or attached document and acknowledge to me that he signed it voluntarily and for its stated purpose.

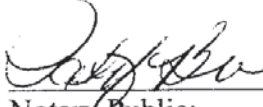


Notary Public:
My Commission Expires: 3/10/17

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this 26th day of February, 2012, before me, the undersigned Notary Public, personally appeared Angela M. Kearney proved to me through satisfactory evidence of identification which was MA Drivers License to be the person whose name is signed on the preceding or attached document and acknowledge to me that he signed it voluntarily and for its stated purpose.

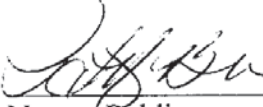


Notary Public:
My Commission Expires: 3/10/17

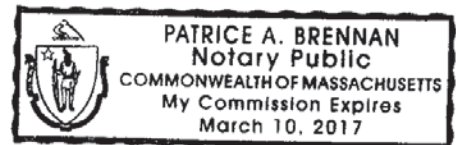
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this ___ day of February, 2012, before me, the undersigned Notary Public, personally appeared John Bolduc proved to me through satisfactory evidence of identification which was MA Drivers License to be the person whose name is signed on the preceding or attached document and acknowledge to me that he signed it voluntarily and for its stated purpose.



Notary Public:
My Commission Expires: 3/10/17



COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this 26th day of February, 2012, before me, the undersigned Notary Public, personally appeared Wilson Moya proved to me through satisfactory evidence of identification which was MA Drivers License to be the person whose name is signed on the preceding or attached document and acknowledge to me that he signed it voluntarily and for its stated purpose.



Notary Public:

My Commission Expires: 3/10/17

