

See Book 2477 Page 280

DPD57.8

THE PACE PLAZA CONDOMINIUM  
68 NORTH WASHINGTON STREET  
NORTH ATTLEBOROUGH, MASSACHUSETTS

MASTER DEED

Alfred P. Pace, Sr., a/k/a Alfred Pace, Trustee of North Attleborough Arms Realty Trust, u/d/t dated November 17, 1983 and recorded with Bristol County Registry of Deeds, North District, in Book 2404, Page 338, with a principal place of business at 762 E. Washington Street, North Attleborough, Bristol County, Massachusetts, (hereinafter the Grantor which term shall include its successors and assigns), being the sole owner of the land with the buildings and improvements thereon situated in North Attleborough, Bristol County, Massachusetts, as more particularly described in Paragraph 2 below, by duly executing and recording the Master Deed does hereby submit said land with the buildings and improvements now or hereafter erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter "Premises") to the provisions of Chapter 183A of the Massachusetts General Laws (as from time to time amended, hereinafter referred to as "Chapter 183A"), and proposes to create and does hereby create with respect to the Premises, a Condominium to be governed by and subject to the provisions of Chapter 183A, and to that end declares thus:

Section 1. Name: The name of the Condominium shall be The Pace Plaza Condominium (the "Condominium").

Section 2. Description of Land: The land upon which the buildings and improvements of the Condominium are located consists of a parcel of land generally known as 68 North Washington Street, situated in North Attleborough, Bristol County, Massachusetts, shown on plan entitled "As Built Site Plan of Pace Plaza," by W.T. Whalen Engineering Co., dated April 11, 1989, and recorded herewith (the "Land Plan"), and is more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

Section 3. Description of Buildings: The Condominium consists of one (1) building (the "Building") comprised of seventy-two (72) residential units, two (2) retail/office units and having one hundred forty-eight (148) parking spaces, including three (3) parking spaces reserved for disabled parking. The Building is five (5) stories in height above grade and one story below grade.

The construction is structural steel and masonry on a poured concrete foundation. Interior structural floor and wall members are principally of steel. Interior non-structural wall members are composed of steel studs, sound-

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Attest *Barry J. Orsini*

Bristol County N.D.  
Register of Deeds

board and fibreglass insulation covered by blue board and plaster. Interior floors are composed of structural steel, steel joists, galvanized sheeting, wire mesh and poured concrete.

The roof is a rubber ballasted membrane, fully adhered, over structural steel, steel joists, steel sheeting and insulation. Exterior walls are Dryvit panels.

A smoke evacuation system is installed in all hallways. Automatic fire doors are installed.

Electricity and water are separately metered for each Unit with separate metering for common areas. Each Unit has an individual heat pump for heating and cooling.

Section 4. Floor Plans, Designations of Units and their Boundaries: The attached plans of the Building showing the layout, location, unit designation and dimensions of the Units, stating that the Building has no name and bearing the verified statement of a registered architect certifying that the plans fully and accurately depict the same, as built, captioned "Pace Plaza" (the "Plans") are recorded with and are part of this Master Deed. The Plans consist of a total of seventy-three (73) sheets of which thirty-two (32) sheets were prepared by Leo F. McCormack Associates - Architects, Planners, Consultants, dated January 12, 1989; and forty (40) sheets were prepared by W.T. Whalen Engineering Co., dated December 20, 1988; and one (1) sheet captioned "Basement And First Floor Plan of Pace Plaza" was prepared by W.T. Whalen Engineering Co., dated March 28, 1989.

The Condominium Units (the "Units") of the Building, their designations, locations, approximate area, number and composition of rooms and the immediate common areas to which each has access are as shown on Exhibit B attached hereto and incorporated herein by this reference.

The boundaries of each of the Units are as follows:

Floors: The plane of the upper surface of the subflooring or concrete slab as the case may be.

Ceilings: The plane of the upper surface of the finish ceiling material.

Interior Building Walls: The plane of the surface of the wall studs facing the Unit of walls between Units and of walls between a Unit and Common Area.

Exterior Building Walls: The plane of the interior surface of the wall studs.

Exterior Doors and Windows: As to doors leading to common areas, the exterior surface of the doors and the interior unfinished surface of the door frame; as to windows, the exterior surface of the glass and of the sash, (or, in the case of storm windows, the exterior surface of the storm window glass and frame), and the interior unfinished surface of the window frame.

Each Unit Owner may at any time and from time to time change the use and designation of any room or space within said Unit subject always to the provisions of Paragraph 6D hereunder.

Section 4.1. Subdivision: Notwithstanding any other provisions of this Master Deed, the Grantor (including, for the purposes of this Section, any successor to Grantor's interest in the Retail/Office Unit(s)) reserves the right to subdivide said Retail/Office Unit(s), thereby creating one or more modified units (the "Modified Retail/Office Units") subject to the following terms and conditions:

A. Any and all work with respect to the creation of a Modified Retail/Office Unit shall be done at the sole cost and expense of the Grantor and shall be done expeditiously and in a good and workmanlike manner, consistent with the quality of construction of the Condominium, as built, without undue disturbance to other Unit Owners and pursuant to a building permit duly issued therefor (if required by law) and otherwise in accordance with law.

B. A new plan of the floor of the Building on which such Modified Retail/Office Unit (or Units) has been created (which plan shall show the layout of the Modified Retail/Office Unit(s) and shall bear the same verified statement of a registered architect, registered or professional engineer or a registered land surveyor, as is required by said Chapter 183A in connection with the floor plans to be recorded with a Master Deed) and a certificate, signed by the Grantor stating that all such work has been performed in accordance with this Section 4.1, shall be recorded with the Registry of Deeds. Such new plan and certificate shall be recorded as a special amendment to this Master Deed pursuant to section 7.1.

C. The total of the respective percentage interests in the common areas, facilities and elements of the Condominium attributable to the Modified Retail/Office Units shall be equal to the total of the percentage interest attributable to the Original Retail/Office Unit(s) which were altered in order to create the Modified

Retail/Office Units, provided, however, that the new percentage interest attributable to each of the respective Modified Retail/Office Units shall be determined, conformably with Chapter 183A, on the basis of the Grantor's reasonable estimate of the respective values of each of the Retail/Office Units to one another (i.e., each Retail/Office Unit shall have attributable to it an undivided percentage interest equal to the product of (i) the aggregate undivided percentage interest attributable to the Original Retail/Office Units altered in order to create the Modified Retail/Office Units, times (ii) the fraction the numerator of which is the value (as determined by the Grantor as aforesaid) of the Modified Retail/Office Unit in question and, the denominator of which is the aggregate value of all Modified Retail/Office Units).

D. The Modified Retail/Office Units shall have such unit designations as the Grantor shall determine.

Section 5. Common Areas and Facilities: The common areas and facilities of the Condominium are shown on the Land Plan, including all parts of the Buildings and improvements thereon other than the Unit. The common areas and facilities will include, without limitation, the following:

A. The land described in Exhibit A and any recreational facilities on the premises of the Condominium, lawns, walks, pathways, and other improved areas not within the Units, and parking areas, together with the benefit of and subject to easements, restrictions, agreements and rights of way of record, if any, so far as same may be in force.

B. All portions of the Buildings not included in any Unit by virtue of the Plans and Section 4 above including, without limitation, the following to the extent such may exist from time to time:

(1) The foundations, structural members, beams, supports, exterior walls, exterior doors, frames for exterior windows, and sky-lights and doors leading from Units to common areas, roof and entrances and exits of the Buildings, common walls within the Buildings, and structural walls or other structural components contained entirely within any Unit;

(2) The main entranceway, steps and stairway, entrance vestibule, hallways serving more than one (1) Unit, elevators, the mail boxes, intercom system, utility areas and other facilities in such hallways;

(3) Installations of central services such as heat, air conditioning, electric power, fuel tanks, boiler, hot and cold water, including all equipment attendant thereto, but not including equipment contained within and servicing a single Unit;

(4) All conduits, chutes, ducts, plumbing, wires, flues and other facilities for the furnishing of utility services which are contained in common portions of the Buildings contributing to the structure or support thereof, and all such facilities contained within any Unit which serve parts of the Buildings other than the Unit within which such facilities are contained, together with an easement of access thereto for maintenance, repair, and replacement, as aforesaid;

(5) All balconies, patios, parking areas and any storage areas and compartments located within the building; and

C. Such additional common areas and facilities as may be defined in Chapter 183A.

The owners of each Unit shall be entitled to an undivided interest in the common areas and facilities of the Condominium in the percentages shown on Exhibit "B" attached to this Master Deed and incorporated herein by reference. These percentage interests have been computed, conformably with Chapter 183A, upon the approximate relation which the fair market value of each Unit on the date of this Master Deed bears to the aggregate fair market value of all the Units on that date.

The common areas and facilities shall be subject to the provisions of the By-Laws of The Pace Plaza Condominium Trust recorded herewith (the "Condominium Trust") and any Rules and Regulations from time to time in effect pursuant thereto.

If any portion of the common areas and facilities of the Condominium shall actually encroach upon any Unit or if any Unit shall actually encroach upon any portion of the common areas or any other Unit, as these are shown on the Plans, there shall be deemed to be mutual easement in favor of the Unit Owners collectively as owners of the common areas and the respective individual Unit Owners involved to the extent of such encroachments so long as the same shall exist.

**Section 5.1 Parking and Balconies:**

**A. Parking:** Each Unit shall have appurtenant thereto the exclusive right and easement to use the parking space(s), if any, which are designated in the first Unit Deed to such Unit by the Grantor. At the time the Grantor no longer owns any Units in the Condominium, any such parking spaces which have not been assigned to a particular Unit shall become non-exclusive common area of the Condominium and shall be available for occasional use by all occupants of Units and their guests, subject to and in accordance with the Trust and any Rules and Regulations, adopted by the Trustees, including, without limitation, providing for the efficient removal of snow or the making of repairs to the parking areas and Buildings.

**B. Balconies:** Each balcony directly adjacent to any Unit and shown on the Plans shall be common area, with each such adjacent Unit entitled to an easement for the exclusive use of such common area. The Unit Owners of each Unit so benefited shall keep such common area clean and in good and safe order. Maintenance and repair of such common areas shall be the sole responsibility and expense of the owners of the Unit to which such common area is appurtenant. In cases of emergency, all Unit Owners shall be entitled to go on and over such exclusive common area without being deemed guilty of any manner of trespass. The right to use a porch shall not, in any event, be severed from ownership of the Unit for which they are appurtenant.

**Section 6. Statement of Purposes; Restrictions on Use:**  
The Units and the common areas and facilities therein are intended to be used as follows:

Residential units, designated as such in Exhibit B, shall be used solely for residential purposes and uses accessory thereto permitted from time to time by the North Attleborough Zoning Code.

Retail/office units, designated as such in Exhibit B, shall be used solely for retail/office purposes and uses accessory thereto permitted from time to time by the North Attleborough Zoning Code.

The Grantor, or any successor to its interest in the Condominium, may until all of the Units have been sold by the Grantor or such successor(s), (a) lease Units which have not been sold, and (b) use any Units owned by the Grantor or such successor(s) as models for display for purpose of sale or leasing of Units.

No Unit shall be used or maintained in any manner which unreasonably interferes with the use and enjoyment of any other Unit or of the common areas and facilities, and to that end 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 which may be or become an annoyance or nuisance to the occupant of any other Unit. No person within the common areas of the Condominium or in any Unit therein shall make or permit any conduct or noise that unreasonably interferes with the rights, comforts or convenience of the occupant of any Unit.

Unless otherwise permitted in a writing executed by a majority of the Trustees of the Condominium Trust pursuant to the provisions thereof:

A. No Unit shall be used for any purpose not specified in this section.

B. No portion of a Unit (other than the entire Unit) may be leased or rented. The provisions of this Paragraph B shall not be applicable to those Retail/Office Units, as described in Section 4.1, to the extent that same are subdivided in accordance with said Section 4.1. No Unit (residential or retail/office) may be used, by way of rental or otherwise, for transient purposes.

C. The architectural and structural integrity of the Buildings and the Units shall be preserved without modification, and to that end, no awning, screen, antenna, sign, banner or other device and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to the Building, any Unit, or any part thereof. This subparagraph C shall not restrict the right of Unit Owners to decorate the interior of their Units as they may desire.

D. No Unit shall be used or maintained in a manner contrary to or inconsistent with the By-Laws of the Condominium Trust and the Rules and Regulations which may be adopted pursuant thereto.

E. No Unit Owner shall make any addition, alteration or improvement in or to the Unit which may affect the structural integrity or mechanical systems of the Condominium without the prior written consent of the Trustees, which consent may contain such conditions including, without limitation, restrictions in the manner of performing such work and requirements for insurance, as the Trustees deem reasonable and necessary. All

additions, alterations or improvements to any Unit (whether or not affecting the structural or mechanical systems of the Condominium) shall be performed in compliance with all applicable laws and in a manner as not to unduly inconvenience or disturb the occupants of the Condominium.

These restrictions shall be for the benefit of all Unit Owners and shall be administered on behalf of the Unit Owners by the Trustees of the Condominium Trust, and shall be enforceable solely by the Trustees, insofar as permitted by law, and shall be perpetual; and to that end may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this paragraph except such as occur during his or her Unit Ownership.

Section 7. Grantor's Reserved Rights to Amend Master Deed:

Section 7.1 Technical Corrections. Grantor reserves for themselves, their successors and assigns, the right and power, without consent of any Unit Owner, to amend this Master Deed, at any one time or from time to time, for the purpose of making corrections or revisions of a technical nature, including without limitation, correction of scrivener's or typographical errors.

Each such amendment shall be effected by recording with the Registry of Deeds an instrument of amendment signed and acknowledged by the Grantor, their successors assigns.

Each Unit Owner, by acceptance of the delivery of the Deed to a Unit, shall thereby have consented to the provisions of this Section, including without limitation, the right of the Grantor, their successors and assigns, to amend the Master Deed pursuant to this Section, without the requirement or necessity of securing any further consent or execution of any further document by such Unit Owner. For the purposes of this Section, each Unit Owner, by acceptance of a Deed to the Unit in the Condominium, constitutes and appoints the Grantor, their successors and assigns as attorney-in-fact for each unit owner, which power of attorney is coupled with an interest, shall be irrevocable and shall run with the land and be binding upon such Unit Owner's heirs, executors, successors and assigns.

Notwithstanding the foregoing, (i) no reserved right under this Section may be exercised after three (3) years from the date of recording of this Master Deed, and (ii) no such amendment shall affect any substantive rights of any Unit Owner other than Grantor, their successors or assigns.



Any right or power reserved to the Grantor in this Section 7.1 or elsewhere in this Master Deed may be conveyed and assigned, absolutely or as security, as an appurtenant right and power or to be held in gross; however, any such right or power may only be conveyed or assigned specifically and a conveyance of a Unit or Units of the Condominium alone shall not operate as a transfer of any such right or power.

**Section 8. Amendments:** This Master Deed may be amended by an instrument in writing (a) signed by one or more owners of Units entitled to seventy-five percent (75%) or more of the undivided interest in the common areas and facilities, unless a larger percentage is required by law, (b) signed and acknowledged by a majority of the Trustees of the Condominium Trust, and (c) duly recorded with the Bristol County Registry of Deeds, North District, PROVIDED, HOWEVER, that:

A. No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the Owners of the Unit so altered;

B. No instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the common areas and facilities, except pursuant to the phasing rights reserved herein, if any, to the Grantor shall be of any force or effect unless the same has been signed by all Unit Owners and said instrument is recorded as an Amended Master Deed;

C. No instrument of amendment affecting any Unit in any manner which impairs the security of a first mortgage of record held by a bank or insurance company shall be of any force or effect unless the same has been assented to by the holder of such mortgage;

D. No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of Chapter 183A shall be of any force or effect;

E. No instrument of amendment which purports to affect any rights reserved to or granted to the Grantor shall be of any force or effect without the consent of the Grantor; and

F. The date on which any instrument of amendment is first signed by a Unit Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless that same has been so recorded within six (6) months after such date.

G. The Grantor reserves for itself and any successors to the Grantor's interest in the Condominium during such time as the Grantor is entitled to appoint a majority of the Trustees of the Condominium Trust the right, without the consent or signature of any other Unit Owner, to amend this Master Deed to conform it with the requirements of the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association as they may apply to the Condominium.

Section 9. Provisions for Protection of Mortgages:  
Notwithstanding anything in the Master Deed, the By-Laws of the Condominium Trust, or the Rules and Regulations promulgated pursuant thereto to the contrary, the following provisions shall apply for the protection of the holders of the first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by any First Mortgagee. To the extent that there are inconsistencies in any voting requirements hereunder, the higher percentage necessary for approval shall prevail:

A. The right of a Unit Owner to sell, transfer or otherwise convey his or her Unit shall not be subject to any right of first refusal or similar restriction. Any right of first refusal shall not impair the rights of a First Mortgagee to:

- (1) foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
- (2) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
- (3) sell or lease a Unit acquired by the First Mortgagee.

B. Any party who takes title to a Unit through foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the By-Laws of the Condominium Trust;

C. Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee;

D. Except as provided by Chapter 183A in case of condemnation or substantial loss to the Units and/or common areas and facilities of the Condominium, unless one hundred percent (100%) of the First Mortgagees holding mortgages on the individual Units of the Condominium (based upon one vote for each first mortgage owned), or owners (other than the sponsor, developer, or builder of the individual Condominium Units) have given their prior written approval, neither the Trustees of the Condominium Trust nor the Unit Owners, by amendment to this Master Deed or otherwise, shall be entitled to:

- (1) by any act or omission, seek to abandon or terminate the Condominium, except in the event of substantial destruction of the Condominium by fire or other casualty or in the case of taking by condemnation or eminent domain; or
- (2) change the pro rata interest or obligations of any individual Unit for the purpose of:
  - (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or
  - (b) determining the pro rata share of ownership of each Unit in the common areas and facilities;
- (3) partition or subdivide any Unit other than an Retail/Office Unit; or
- (4) by any act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common areas and facilities provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of the common areas and facilities shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this Subsection; or
- (5) use hazard insurance proceeds on account of losses to either the Units or the common areas and facilities for other than the repair, replacement or reconstruction thereof, except as otherwise provided by statute in case of a taking of or substantial loss to the Units and/or common areas and facilities.

E. Consistent with the provisions of Chapter 183A, all taxes, assessments and charges which may become liens prior

to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole;

F. In no event shall any provision of this Master Deed or by By-Laws of the Condominium Trust give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the common areas and facilities. The Condominium Trust shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the common areas, or part thereof, and the Condominium Trust is hereby appointed as attorney-in-fact for the foregoing purpose. In the event of a taking or acquisition of part or all of the common areas by a condemning authority, the award or proceeds of settlement shall be payable to the Condominium Trust for the use and benefit of the Unit Owners and their mortgagees as their interest may appear;

G. A First Mortgagee, which term shall include any holder, insurer or guarantor of any first mortgage, upon request made to the Condominium Trust shall be entitled to:

- (1) written notification from the Condominium Trust of any default by its borrower who is an owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provisions of the By-Laws of the Condominium Trust which is not cured within sixty (60) days;
- (2) inspect the books and records of the Condominium Trust at all reasonable times;
- (3) receive an annual audited financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;
- (4) receive written notice of all meetings of the Condominium Trust and be permitted to designate a representative to attend all such meetings; and receive written notice of any proposed action which would require the consent of mortgage holders under the Master Deed or By-Laws;
- (5) receive prompt written notification from the Condominium Trust of any damage by fire or other casualty to the Unit upon which the First Mortgagee holds a first mortgage or any proposed taking by

condemnation or eminent domain of said Unit or the common areas and facilities;

(6) receive written notice of any lapse, cancellation or modification of any insurance or fidelity bond required to be obtained by the Trustees; and

(7) upon written request the Condominium Trust shall make available for inspection during normal business hours to any Unit Owner or mortgagee, current copies of the Master Deed, Declaration of Trust, By-Laws, and other rules concerning the Condominium and the books, records, and financial statements of the Condominium Trust.

H. No agreement for professional management of the Condominium or any other contract with Grantor may exceed a term of three (3) years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

The Grantor intends that the provisions of this Section 9 shall comply with the requirements of the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association with respect to condominium mortgage loans, and except as otherwise required by the provisions of Chapter 183A and except as provided in Section 13, all questions with respect thereto shall be resolved consistent with that intention.

The provisions of this Section 9 may not be amended or rescinded without the written consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Bristol County Registry of Deeds, North District.

I. Except for amendments to the Master Deed, Declaration of Trust and By-Laws or termination of the Condominium made as a result of destruction, damage or condemnation above set forth:

(1) The consent of owners of Units to which at least sixty-seven percent (67%) of the votes in the Trust are allocated and the approval of eligible holders holding mortgages on Units which have at least sixty-seven percent (67%) of the votes of Units subject to eligible holder mortgages, shall be required to terminate the legal status of the Condominium; and

(2) The consent of the owners of Units to which at least sixty-seven percent (67%) of the votes in The Pace Plaza Condominium Trust are allocated and the approval of eligible holders holding mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to eligible holder mortgages, shall be required to add or amend any material provisions of the Condominium documents of the Condominium, which establish, provide for, govern or regulate any of the following:

- (a) voting rights;
- (b) assessments, assessment liens, or subordination of assessment liens;
- (c) reserves for maintenance, repairs and replacement of common areas;
- (d) responsibility for maintenance and repairs;
- (e) reallocation of interests in the general or limited common areas, or rights to their use;
- (f) boundaries of any Unit;
- (g) convertibility of Units into common areas or vice versa;
- (h) expansion or contraction of the project, or the addition, annexation or withdrawal of property to or from the project;
- (i) insurance or fidelity bonds;
- (j) leasing of Units;
- (k) imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;
- (l) a decision by the owners' association to establish self management when professional management had been required previously by an eligible mortgage holder;
- (m) restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the documents;

(n) any action to terminate the legal status of the project after substantial destruction or condemnation occurs; or

(o) any provisions that expressly benefit mortgage holders, insurers or guarantors.

Any first mortgage holder that does not deliver or post to the Trustees a negative response within thirty (30) days of a written request by the Trustees for approval of any addition or amendment pursuant to this paragraph shall be deemed to have consented to the addition or change set forth in such request. An affidavit by the Trustees making reference to this section, when recorded at the Registry, shall be conclusive as to the facts therein set forth as to all parties and may be relied pursuant to the provisions of Section 6.4 of this Trust.

J. All leases or rental agreements for Units shall be in writing and specifically subject to the Master Deed, the Declaration of Trust, the By-Laws, and the Rules and Regulations of the Condominium and no Unit shall be leased or rented for a period of less than thirty (30) days.

K. To the extent permitted by applicable law, eligible mortgage holders shall also be afforded the following rights:

(1) Any restoration or repair of the project, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Master Deed and the original plans and specifications, unless other action is approved by eligible holders holding mortgages on Unit estates which have at least fifty-one percent (51%) of the votes of Unit estates subject to eligible holder mortgages.

(2) Any election to terminate the legal status of the project after substantial destruction or a substantial taking in condemnation of the project property must require the approval of eligible holders holding mortgages on Unit estates which have at least fifty-one percent (51%) of the votes of the Unit estates subject to eligible holder mortgages.

(3) When professional management has been previously required by any eligible mortgage holder or eligible

insurer or guarantor, whether such entity became an eligible mortgage holder or eligible insurer or guarantor at that time or later, any decision to establish self management by the Trust shall require the prior consent of owners of Unit estates to which at least sixty-seven percent (67%) of the votes in the Trust are allocated and the approval of eligible holders holding mortgages on Unit estates which have at least fifty-one percent (51%) of the votes of Unit estates subject to eligible holder mortgages.

Section 10. The Unit Owners' Organization: The Trust through which the Unit Owners will manage and regulate the Condominium established hereby is The Pace Plaza Condominium Trust under Declaration of Trust recorded herewith. In accordance with Chapter 183A, the Declaration of Trust enacts By-Laws and establishes a membership organization of which all Unit Owners shall be members and in which the Unit Owners shall have a beneficial interest in proportion to the percentage of undivided interest in the common areas and facilities to which they are entitled under this Master Deed.

The names and addresses of the original and present Trustees of the Condominium Trust, so designated in the Declaration of Trust, are as follows:

Alfred P. Pace, Sr.	762 E. Washington Street, P.O. Box 721 North Attleborough, Massachusetts
Alfred P. Pace, Jr.	762 E. Washington Street, P.O. Box 721 North Attleborough, Massachusetts

Section 11. Pipes, Wires, Flues, Ducts, Cables, Conduits, Public Utility Lines and Other Common Areas Located Inside of Units: Each Unit Owner shall have an easement in common with owners of all other Units to use all pipes, wires, ducts, flues, cables, conduit, public utility lines and other common areas and facilities located in such Unit and serving other Units or common areas and facilities or other portions of the Condominium. The Trustees shall have a right of access to each Unit to inspect the same, to remove or terminate interference therewith or abuse thereof, and to maintain, repair or replace the common areas or facilities contained therein or elsewhere in the Buildings.

Section 12. Units Subject to Master Deed, Unit Deed, By-Laws of The Pace Plaza Condominium Trust and Rules and Regulations: All of the Units of the Condominium shall be subject to the provisions of this Master Deed, the Unit Deed, the By-Laws of the Condominium Trust and the Rules and



Regulations, as they may be adopted or amended from time to time. The acceptance of a deed of a Unit shall constitute an agreement that the provisions of this Master Deed, the Unit Deed, the By-Laws of the Condominium Trust, and the Rules and Regulations, as they may be adopted or amended from time to time, are accepted and ratified by such owner, and that all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed and shall be binding upon any mortgagee or lien holder, tenant, visitor, servant, guest, licensee or occupant of such Unit.

Section 13. Chapter 183A Governs: The Units and common areas and facilities, the Unit Owners and the Trustees of the Condominium Trust, shall have the benefit of, and be subject to, the provisions of Chapter 183A in effect on the date this Master Deed is recorded, and in all respects not specified in this Master Deed or in the Condominium Trust and the By-Laws set forth therein, shall be governed by provisions of Chapter 183A in their relation to each other and to the Condominium established hereby, including, without limitation, provisions thereof with respect to removal of the Condominium premises or any portion thereof from the provisions of Chapter 183A.

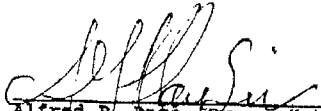
Section 14. Definitions: All terms and expressions used in this Master Deed which are defined in Chapter 183A shall have the same meanings here unless the context otherwise requires.

Section 15. Waiver: The provisions of this Master Deed shall be waived only in writing by the party charged therewith, and not by conduct, no matter how often repeated.

Section 16. Partial Invalidity: The invalidity of any provision of this Master Deed shall not impair or affect the validity of the remainder of this Master Deed and all valid provisions shall remain enforceable and in effect notwithstanding such invalidity.

EXECUTED as a sealed instrument this 12th day of May, 1989.

Trustee of North )  
Attleborough Arms )  
Realty Trust, )  
as aforesaid, )  
and not individually )

  
Alfred P. Pace, Sr., a/k/a  
Alfred Pace

4130 188

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

May 12, 1989

Then personally appeared the above-named Alfred P. Pace, Sr., Trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed, before me,

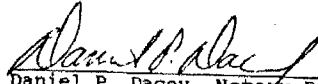
  
Daniel P. Dacey, Notary Public  
My Commission Expires: 3/19/93

Exhibit A  
North Washington and High Streets  
North Attleborough, Massachusetts

Parcel One

Land with the buildings thereon now known as and numbered 54 North Washington Street and 18 High Street, situated in North Attleborough, Bristol County, Massachusetts being Parcels A, B and E on a plan entitled "Land in North Attleborough, Mass. Surveyed for Schofield Hardware Co." by the W.T. Whalen Eng. Co., dated August 1957 and recorded with Bristol County Registry of Deeds, North District, in Plan Book 69, Page 63, to which reference may be made for a more particular description of the granted premises.

Parcel Two

The land in said North Attleborough, Bristol County, Massachusetts, situated on the southerly side of High Street, bounded and described as follows:

Beginning at a point in the southerly line of said High Street at the northwest corner of land formerly of Guild; thence running southerly by said Guild land, 152 feet; thence running westerly 52 feet; thence running northerly, 152 feet to the southerly line of said Street; thence running easterly by said Street, 52 feet to the point of beginning.

Meaning and intending to convey and hereby conveying the same premises as were conveyed to Alfred P. Pace, Sr., Trustee of North Attleborough Arms Realty Trust by deed of Schofield Hardware Co., Inc., dated October 16, 1986 and recorded with Bristol County Registry of Deeds, North District, in Book 3179, Page 54.

Parcel Three

Land with the buildings thereon now known as and numbered 56 and 68 North Washington Street, situated in North Attleborough, Bristol County, Massachusetts being Parcels C and D on a plan entitled "Land in North Attleborough, Mass. Surveyed for Schofield Hardware Co." by the W.T. Whalen Eng. Co., dated August 1957 and recorded with Bristol County Registry of Deeds, North District, in Plan Book 69, Page 63, to which reference may be made for a more particular description of the granted premises.

Meaning and intending to convey and hereby conveying the same premises as were conveyed to Alfred P. Pace, Sr., Trustee of North Attleborough Arms Realty Trust by Deed of Robert E. Guisti and Vito Guisti dated November 11, 1983 and recorded with said Deeds in Book 2404, Page 351.

**EXHIBIT B - THE PACE PLAZA CONDOMINIUM**  
**Descriptive Schedule of Condominium Units as Required by Chapter 183A, Section 8(d) & (e)**

Unit Designation	Floor Location	No. and Identity of Rooms* 6= 2BR, LR, DR, K, B	Common Area to Which Unit Has Access common hall, balcony	Approximate Area of Unit in Square Feet	Proportionate Interest in Common Element by Percentage
201	second	"	"	984	1.207
202	"	"	"	1002	1.207
203	"	"	"	990	1.207
204	"	"	"	992	1.207
205	"	"	"	997	1.207
206	"	"	"	991	1.207
207	"	"	"	988	1.207
208	"	"	"	1015	1.207
209	"	"	"	1001	1.207
210	"	"	"	985	1.207
211	"	"	"	983	1.207
212	"	"	"	985	1.207
213	"	"	"	988	1.207
214	"	"	"	988	1.207
215	"	"	"	985	1.207
216	"	"	"	983	1.207
217	"	"	"	985	1.207
218	"	"	"	999	1.207

**EXHIBIT B - THE PACE PLAZA CONDOMINIUM - Continued**

Unit Designation	Floor Location	No. and Identity of Rooms* 6= 2BR, LR, DR, K, B	Immediate Common Area to Which Unit Has Access	Approximate Area of Unit in Square Feet	Proportionate Interest in Common Element by Percentage
301	third		Common hall, balcony	986	1.207
302	"	"	"	1007	1.207
303	"	"	"	986	1.207
304	"	"	"	990	1.207
305	"	"	"	990	1.207
306	"	"	"	992	1.207
307	"	"	"	987	1.207
308	"	"	"	1020	1.207
309	"	"	"	1001	1.207
310	"	"	"	985	1.207
311	"	"	"	983	1.207
312	"	"	"	985	1.207
313	"	"	"	988	1.207
314	"	"	"	988	1.207
315	"	"	"	985	1.207
316	"	"	"	983	1.207
317	"	"	"	985	1.207
318	"	"	"	999	1.207

EXHIBIT B - THE PACE PLAZA CONDOMINIUM - Continued  
 Descriptive Schedule of Condominium Units as Required by Chapter 183A, Section 8(d) & (e)

Unit Designation	Floor Location	No. and Identity of Rooms* 6= 2BR, LR, DR, K, B	Immediate Common Area to Which Unit Has Access	Approximate Area of Unit in Square Feet	Proportionate Interest in Common Element by Percentage
401	fourth	"	common hall, balcony	986	1.328
402	"	"	"	1010	1.328
403	"	"	"	985	1.328
404	"	"	"	989	1.328
405	"	"	"	991	1.328
406	"	"	"	991	1.328
407	"	"	"	990	1.328
408	"	"	"	1020	1.328
409	"	"	"	1001	1.328
410	"	"	"	985	1.328
411	"	"	"	983	1.328
412	"	"	"	985	1.328
413	"	"	"	988	1.328
414	"	"	"	988	1.328
415	"	"	"	985	1.328
416	"	"	"	983	1.328
417	"	"	"	985	1.328
418	"	"	"	999	1.328

EXHIBIT B - THE PACE PLAZA CONDOMINIUM - Continued  
 Descriptive Schedule of Condominium Units as Required by Chapter 183A, Section 8(d) & (e)

Unit Designation	Floor Location	No. and Identity of Rooms* 6- 2BR, LR, DR, K, B	Immediate Common Area to Which Unit Has Access common hall, balcony	Approximate Area of Unit in Square Feet	Proportionate Interest in Common Element by Percentage
501	fifth	"	"	981	1.449
502	"	"	"	1010	1.449
503	"	"	"	988	1.449
504	"	"	"	987	1.449
505	"	"	"	992	1.449
506	"	"	"	990	1.449
507	"	"	"	988	1.449
508	"	"	"	1019	1.449
509	"	"	"	1001	1.449
510	"	"	"	985	1.449
511	"	"	"	983	1.449
512	"	"	"	985	1.449
513	"	"	"	988	1.449
514	"	"	"	988	1.449
515	"	"	"	985	1.449
516	"	"	"	983	1.449
517	"	"	"	985	1.449
518	"	"	"	999	1.449

4130

EXHIBIT B - THE PACE PLAZA CONDOMINIUM - Continued  
Descriptive Schedule of Condominium Units as Required by Chapter 183A, Section 8(d) & (e)

Unit Designation	Floor Location	No. and Identity of Rooms*	Immediate Common Area to Which Unit Has Access	Approximate Area of Unit in Square feet	Proportionate Interest in Common Element by Percentage
R-1	first	one	common stairwell, parking lot, handicap ramps	4809	5.81
R-2	basement	one	common stairwell (2) elevator	6232	.753

KEY: B = BATH  
 BR = BEDROOM  
 LR = LIVING ROOM  
 DR = DINING ROOM  
 K = KITCHEN

PACEPLZ.EXB

REC'D MAY 16 1989 AT 10-22 AM AND RECORDED



SPECIAL AMENDMENT TO  
MASTER DEED OF  
THE PACE PLAZA CONDOMINIUM  
68 NORTH WASHINGTON STREET  
NORTH ATTLEBORO, MASSACHUSETTS

SHAWN O'BRIEN, of 500 East Washington Street, North Attleboro, being the successor to the Grantor's interest in the Retail/Office Units designated as R1 and R2, 68 North Washington Street, North Attleboro, Massachusetts does hereby subdivide said Retail/Office Units, R1 and R2, thereby creating the Modified/Office Units, designated as R1A, R1B, R1C, R1D, R2A and R2B in accordance with Section 4.1. Subdivision. of the Pace Plaza Condominium Master Deed dated May 12, 1989 and recorded in the Bristol County Northern District Registry of Deeds in Book 4130, Page 171


Floor Plans. The plans recorded herewith in the Bristol County Northern District Registry of Deeds in Plan Book 343 Page 15 show the layout, location, unit designation and dimensions of the Modified/Office Units, stating that the Building has no name and bearing the verified statement of a registered architect, registered or professional engineer or a registered land surveyor as required by Massachusetts General Laws Chapter 183A certifying the plans fully depict the same, as built, captioned "Basement and First Floor Plan of Pace Plaza, 68 North Washington Street, North Attleborough, MA 02760, Scale 1"=8" December 29, 1994, Prepared for: Shawn O'Brien, Prepared by: GLM Engineering Consultants, Inc., 1750 Washington Street, Holliston, MA (508) 429-1100", and as designated on Exhibit A attached hereto, said Plans and Exhibit are incorporated herein by reference.

Certificate of Grantor. By virtue of this Special Amendment to the Pace Plaza Condominium Master Deed, said Successor Grantor, Shawn O'Brien, does hereby state that all such work with respect to the creation of the herein designated Modified Retail/Office Units R1A, R1B, R1C, R1D, R2A, and R2B has been performed in a good and workmanlike manner consistent with the quality of construction of the Pace Plaza Condominium Units, without undue disturbance to other Unit Owners and pursuant to a building permit duly issued therefor and/or otherwise in accordance with law and in accordance with said Pace Plaza Condominium Master Deed, Section 4.1. Subdivision.

For Successor Grantor's Title see Book 6065, Page 47, recorded at the Bristol County Northern District Registry of Deeds.


Executed as a sealed instrument this 29th day of December 1994.

Successor Grantor of Units R1 and R2 )  
Pace Plaza Condominium )

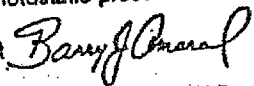
  
Shawn O'Brien

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss. December 29, 1994  
Then personally appeared the above named Shawn O'Brien, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed, before me

  
Gail A. Balber, Notary Public  
My Comm. Exp.: 4/28/2000

A true copy  
By photostatic process

Attest 

Bristol County N.D.  
Register of Deeds

EXHIBIT A - FACE PLAZA CONDOMINIUM MODIFIED/OFFICE UNITS  
 Descriptive Schedule of Condominium Units as Required by Chapter 183A Section 8(d) and (e)

Unit Designation	Floor Location	No. and Identity of Rooms	Immediate Common Area to Which Unit Has Access	Approximate Area of Unit in Square Feet	Proportionate Interest in Common Element by Percentage
R1A	First	2 - GR	Common stairwell parking lot handicap ramp	1,240	1.53
R1B	First	1 - GR	Parking lot handicap ramp	1,560	1.90
R1C	First	1 - Gr	Parking lot handicap ramp	1,050	1.30
R1D	First	1 - GR	Parking lot handicap ramp	870	1.08
R2A	Basement	1 - GR	Common stairwell Parking lot	1,900	.230
R2B	Basement	1 - GR	Common stairwell Parking lot	4,332	.523

KEY

GR - General Retail Space