


3



2020 00043123  
 Bk: 26307 Pg: 264 Page: 1 of 3  
 Doc: AMD 09/25/2020 03:33 PM  
 ATTEST: Barry J. Amaral, Register  
 Bristol County North Registry of Deeds

(Reserved for Registry Use)

**PACE PLAZA CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**  
**(Leasing Restrictions)**

The undersigned, being Unit Owners in the Pace Plaza Condominium (the "Condominium") created by Master Deed recorded with the Bristol County North District Registry of Deeds at Book 4130, Page 171 (the "Master Deed"), collectively holding Seventy-Five (75%) percent or more of the Condominium's undivided beneficial interest and the undersigned majority of the Trustees of the Pace Plaza Condominium Trust, under declaration of trust recorded with said Registry at Book 4130, Page 195, do hereby amend the Master Deed pursuant to Section 8 thereof, as follows:

**BY ADDING THE FOLLOWING AT THE END OF SECTION 6B:**

Limitation on Number of Rented Units: Notwithstanding the foregoing, at no time may no more than a total of than Fourteen (14) residential Units be leased, rented, licensed or let (collectively referred to as "leased") at any one time.

To ensure that this limitation is not exceeded, a Unit Owner who intends to lease his residential Unit shall first seek the Trustees' consent to lease, whereupon the Trustees will notify the Unit Owner if this limitation has been met. In such event, the Unit Owner shall not seek to or let the Unit. If this limit has not been met, permission shall not be unreasonably withheld. All such requests shall be granted upon a first come/first serve basis; provided, however, that the Trustees shall endeavor to ensure that all Unit Owners who so desire are granted an opportunity to lease their residential Unit with the aforesaid limitation for which purpose they may establish Rules and Regulations.

Grandfathered Units: Residential Units leased at the time of the recording of this instrument shall be defined as "Grandfathered Units." Such Grandfathered Units shall be exempt from the lease restrictions as set forth in this section subject to the following conditions and such reasonable conditions as the Trustees may by rule and regulation impose. Specifically, upon conveyance or transfer of title to a Grandfathered Unit, the residential Unit shall no longer be determined to be a Grandfathered Unit and thereafter shall be subject to the terms of this section.

Hardships: A residential Unit Owner suffering from a financial or personal hardship, which renders the Unit Owner unable to continue to reside in their residential Unit, may apply to the Trustees to lease their Unit even though the limitation has been met. In such cases the Trustees, in their sole discretion, shall be authorized to permit the Unit Owner to the same manner as a Grandfathered Unit.

Additional Requirements: No residential Unit may be leased, unless upon a written agreement therefore in a form and content acceptable to the Trustees and for a term of no less than twelve (12) months; and provided further that:

(1) a copy of said agreement is provided to the Trustees prior to the occupancy thereunder,

(2) said agreement contains a clause whereby the occupants agree to be bound by this Master Deed, the Declaration of Trust and the Rules and Regulations promulgated pursuant thereto which the Trustees shall provide to the occupants upon such reasonable fee as they determine;

(3) it shall be deemed during the period of such occupancy that the Unit Owner has irrevocably appointed and constituted the Trustees as the Unit Owner's attorney in fact to seek at the Unit Owner's expense the eviction, equitable relief and/or damages of and/or from such residential occupants upon any breach of said agreement or a violation of this Master Deed, the Declaration of Trust and/or the Rules and Regulations promulgated pursuant thereto provided that the Trustees first give the Unit Owner notice of said violation and reasonable period to affect a cure;

(4) the letting is for the entire residential Unit;

(5) subletting is subject to a term of no less than twelve months; and

(6) in no event shall it be determined that a landlord/tenant relationship exists between the Trust and the occupant.

In such event as during the course of occupancy of a tenant demonstrates a disregard for the provisions of this Master Deed, the Declaration of Trust and/or the Rules and Regulations, the Trustees shall so notify the Unit Owner who shall thereupon be precluded from extending the tenancy of such occupant beyond the original lease term.

Mortgagees' Exception: The provisions and restriction on leasing as contained in this Section shall not apply to foreclosing lenders or impair the right of First Mortgagees to:

- a. foreclose or take title to a Unit; or
- b. accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
- c. take possession and lease an acquired Unit even though the limitation has been met; or
- a. otherwise act upon their mortgage."

In all other respects, the Master Deed as hereby amended is hereby ratified and affirmed.

Executed this 6 day of Aug, 2020.

MAJORITY OF THE TRUSTEES OF PACE  
PLAZA CONDOMINIUM TRUST,

[Signature]

[Signature]

[Signature]  
[Signature]  
[Signature]

AS TRUSTEES  
AND NOT  
INDIVIDUALLY

COMMONWEALTH OF MASSACHUSETTS

Bristol, SS.

On this 6 day of  
AUG, 2020, before  
me, the undersigned notary  
public.

personally appeared the above-named Trustees of Pace Plaza  
Condominium Trust, proved to me by satisfactory  
evidence of identification, being (check whichever applies):  driver's license or other state  
or federal governmental document bearing a photographic image;  oath or affirmation of a  
credible witness known to me who personally knows the identities of the above signatories; or  
my own personal knowledge of the identities of the above signatories, to be the persons whose  
names are signed above, and each acknowledged the foregoing document to be signed by  
her/him voluntarily for its stated purpose as Trustee of the Pace Plaza Condominium Trust.



[Signature]  
Notary Public

My commission expires: 4/26/24

Print Name:

BARBARA RAE STANFORD