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Bk: 26307 Pg: 261 Page: 1 of 3 Doc: AMD 09/25/2020 03:33 PM ATTEST: Barry J. Amaral, Register Bristol County North Registry of Deeds

## THE PACE PLAZA CONDOMINIUM AMENDMENT TO MASTER DEED

The undersigned, being Unit Owners in The Pace Plaza Condominium (the "Condominium") created by Master Deed recorded with the 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 NEW CLAUSE "F" PRIOR TO THE LAST FULL PARAGRAPH IN SECTION 6:

## "F. <u>PETS</u>:

Tenants/Renters/Visitors: "No tenant, lessee, or visitor of any Unit Owner shall keep, breed or maintain any dogs either in any Unit or upon any portion of the common elements.

<u>Current Unit Owners</u>: Unit Owners who own their Units as of the date hereof and who reside in their Units as of the date hereof may keep a maximum of one (1) dog weighing 25 pounds, or less ("Permitted Dogs").

In furtherance of the foregoing, those dogs both: (a) kept or maintained in any Unit in the Condominium, and (b) fully identified to the Board of Trustees in such manner as the Board of Trustees may require, on or before the date that this amendment is recorded at the Registry of Deeds ("Grandfathered Dogs") shall be exempt from this prohibition provided that no Grandfathered Dog may be replaced with another dog upon the Grandfathered Dog's death or removal from the Condominium if such replacement dog shall cause the total number of dogs kept in such Unit shall exceed one (1).

## General Requirements:

- Owners of both Permitted Dogs and Grandfathered Dogs shall control their dogs in accordance with both (a) the Rules and Regulations promulgated by the Board of Trustees from time to time, and (b) the leash laws of the Town of North Attleboro.
- (2) No dogs shall be kept, bred or maintained at the Condominium for commercial purposes.

- Permitted Dogs and Grandfathered Dogs are permitted in the elevators on the condition that the dog is leashed and restrained by the dog's owner, and the dog's owner must yield the right of way to use the elevator to any other resident at the other resident's request.
- Owners of Permitted Dogs and Grandfathered Dogs may walk their dogs on a leash only in those portions of the common areas specifically identified by the Trustees.
- (5) All wastes generated by either a Permitted Dog or a Grandfathered Dog in or upon any portion of the common areas (interior and exterior) shall be immediately removed and properly disposed of by the owner of such dog. Each Unit Owner in whose Unit either a Permitted Dog or a Grandfathered Dog is kept shall be solely responsible for any and all damages and/or injuries caused by such dog.
- The owner of a Unit in which any dog is kept shall be responsible for any and all costs incurred by the condominium association as a consequence of the dog's presence at the Condominium, including but not limited to, the condominium association's reasonable attorneys' fees. Additionally, the owner of a Unit in which any dog is kept or maintained in violation of the prohibitions set forth herein, or in violation of any Rules and Regulations promulgated by the Board of Trustees from time to time:
  - (a) may be subject to fine(s) in such amount and at such frequency as the Board determines in the reasonable exercise of its discretion; and
  - (b) may be required by the Board to permanently remove such dog(s) from the Condominium after hearing at which such Unit Owner may be heard before the Board of Trustees, if the Trustees determine that such dog is dangerous.

In all cases, the aggregate amount of all assessments, fines, costs, attorneys' fees and court costs shall be assessed against the owner of the applicable Unit as common expense charges and shall enforceable as such as provided under M.G.L. c. 183A."

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

Executed this 6 day of 109	, 2020.	
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