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MASTER DEED FOR UNIVERSITY PARK LOFTS CONDOMINIUM

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WORCESTER COUNTY
ABSTRACT COMPANY
ORDER NO. 545 23

UNIVERSITY PARK LOFTS CONDOMINIUM MASTER DEED

DECLARATION

HE&PG Realty, LLC, a Massachusetts limited liability company, having its usual place of business c/o Brett Levy Realty, LLC, 40 Court Street, Suite 700, Boston, Massachusetts 02108, hereinafter referred to as "**Declarant**", being the sole Owner of a certain premises in Worcester, Worcester County, Massachusetts known as 21 Illinois Street, Worcester, Massachusetts and further described in Exhibit A hereto (the "**Premises**"), by duly executing and registering this Master Deed, does hereby submit said Premises to the provisions of Chapter 183A of the General Laws of Massachusetts (the "**Act**") and proposes to create and does hereby create a Condominium (the "**Condominium**") to be governed by and subject to the provisions of said Chapter 183A, as amended, and to that end hereby declares and provides as follows:

1. NAME

The name of the Condominium shall be: **UNIVERSITY PARK LOFTS CONDOMINIUM**

2. MANAGING ENTITY

The entity through which the Unit Owners will manage and regulate the Condominium established hereby is a trust entitled the **UNIVERSITY PARK LOFTS Condominium Trust** (the "**Trust**"), a copy of the Declaration of Trust, including the By-Laws and Rules and Regulations thereof, (the "**Condominium Documents**") being registered herewith. Such Declaration of Trust establishes a trust for the benefit of all Unit Owners in which each Unit Owner shall have a beneficial interest and membership in proportion to its percentage of undivided interest in the Common Elements to which such Owner is entitled hereunder. The name and address of the original and present Trustee of the Trust as of the date hereof is:

**Brett Levy, as Manager, HE&PG Realty, LLC
81 Main Street, Hopkinton, Massachusetts 01748**

The Trustee(s) of the University Park Lofts Condominium Trust (the "**Trustees**") have enacted By-Laws pursuant to and in accordance with the provisions of Chapter 183A of the General Laws of Massachusetts.

3. DESCRIPTION OF THE LAND

The land on which the buildings and improvements are located is known as 21 Illinois Street, Worcester, MA and is more particularly described in Exhibit A attached hereto and made a part hereof, which land, buildings and improvements are subject to and have the benefit of, as the case may be, the easements, encumbrances, restrictions, and appurtenant rights set forth and contained herein and those said easements, encumbrances, restrictions and appurtenant rights of record as duly recorded at the Worcester County Registry of Deeds.

4. **DESCRIPTION OF BUILDINGS**

The University Park Lofts Condominium consists of a single concrete and steel building (the "**Building**") with five (5) separate floors and containing 37 individual Condominium Units with varying floor plan styles (designated as Floors Plans A-H) and varying square footages. There is a parking garage located underneath the building containing eleven (11) standard sized parking spaces and a utility area. There is an accessible roof to the building containing individual roof deck areas. There is an outdoor parking area containing fifteen (15) standard spaces, twelve (12) compact spaces, eight (8) oversized spaces and two (2) handicap spaces, for an overall total of 37 outdoor spaces. These areas are further described in Exhibits B, C and D herein.

5. **DESCRIPTION OF THE UNITS AND UNIT BOUNDARIES**

The boundaries of each individual Condominium Unit with respect to the floors, ceilings, doors and windows thereof are as follows:

A. **FLOORS**

The plane of the upper surface of the subflooring, or in the case of those Units without subflooring, the plane of the upper surface of the floor slab.

B. **CEILINGS**

The plane of the lower surface of the ceiling joists or, in the case of a Unit situated immediately beneath an exterior roof, the plane of the lower surface of the roof rafters.

C. **INTERIOR BUILDING WALLS BETWEEN UNITS AND BETWEEN UNITS AND COMMON AREAS**

The plane of the outermost surface of the wall furrings or studs facing the interior of the Unit, or the plane of the outermost surface facing the interior to such Unit of the masonry and/or cement when masonry and/or cement is the finished material.

D. **DOORS and WINDOWS**

The plane of the exterior surface of the doors and the exterior surface of the window glass and the interior surface of the window frames.

E. **EXTERIOR BUILDING WALLS**

The plane of the interior surface of the wall furring, or the plane of the interior surface of the masonry and/or cement when masonry and/or cement is the exterior wall surface.

6. **COMMON ELEMENTS and COMMON AREAS AND FACILITIES**

The common areas and facilities of the Condominium (hereinafter called the "**Common Elements**" or "**Common Areas and Facilities**") comprise and will consist of:

- A. The land, together with and subject to all easements, encumbrances, restrictions, and as appurtenances described in Exhibit A;
- B. The access ways, walkways, sidewalks, driveways, parking areas, parking spaces, roof deck areas, utility areas and facilities serving the entire Condominium, mailboxes, retaining walls, benches, pergolas, fences, pathways, paved areas, unexcavated areas and the improvements thereon and thereof, including without limiting the generality of the foregoing, walls, fences, steps, sillcocks, lighting fixtures, and plants; SUBJECT HOWEVER, to the exclusive easements and rights to use certain roof decks and parking spaces as hereinafter provided;
- C. All areas of the Building comprising the Condominium and all facilities, installations, and improvements therein which are not within the boundaries of the Units as defined in this Master Deed, including without limiting the generality of the foregoing:
 - 1. The foundations, structural elements, columns, beams, studs, joists, supports, fire walls, walls between Units, and walls between the common areas and the Units;
 - 2. The Unit Owners and Trustees, together with any utility companies requiring such access, shall have the easement and right to enter the various common and individual Unit areas and other areas of the Building for the purpose of accessing heating and hot water equipment for the respective Units and utilities which may service the Building or the Units. Further, the Unit Owners and Trustees shall have the easement and right to pass and repass over any stairway which is considered a part of any Unit, or stairway or fire escape which is the subject of any exclusive easement and right of use in favor of any Unit Owner in the event any emergency shall necessitate such passage.
 - 3. The Building's entrances, gates, entrance halls, halls, stairways, heating and plant room, electrical equipment room, if any, and other spaces as may be shown on the Plans of the Condominium recorded herewith;
 - 4. All conduits, vents, ducts, pipes, flues, plumbing, wiring, electrical meters, and other facilities for the furnishing of utility services and waste removal which are contained in portions of the Building contributing to the structure or support thereof, provided, nevertheless, that all such facilities contained within any Unit which serve parts of the Condominium other than the Unit within which such facilities are contained shall be included as Common Areas and Facilities;
 - 5. Installations of central services, including all equipment attendant thereto, excluding equipment contained within or servicing a single Unit. Equipment which services a single Unit shall be considered part of such Unit and shall be maintained and repaired solely by the Owner of the Unit so serviced; and

6. All other apparatus and installations existing in the Building for common use or necessary or convenient to the existence, maintenance, or safety of the buildings, PROVIDED HOWEVER, that certain Units shall have as appurtenant to such Units certain exclusive rights as those rights may be set forth in various paragraphs hereunder;
7. All other items listed as such in Massachusetts General Laws, Chapter 183A and located on the land.

7. **LIMITED COMMON AREAS**

Notwithstanding the terms of Paragraph 6 herein or any other provision to the contrary provided for herein, certain Common Elements shall be regarded as "**Limited Common Areas**" whereby the Declarant herein reserves the right to grant, sell and/or convey easements, at the Declarant's sole and exclusive discretion, for the exclusive use of certain parking spaces and certain roof decks to certain Unit Owners of the University Park Lofts Condominium which shall be appurtenant to any such Unit.

8. **PARKING SPACES and ROOF DECKS**

A Parking Plan is recorded herewith. An amended roof deck plan will be recorded upon completion of the roof deck. The Declarant reserves the sole and exclusive right, in his sole discretion, to assign a parking space or parking spaces to specific Unit(s) and to designate or grant the exclusive use of a certain roof deck area or areas by certain designated Unit(s), which exclusive use shall be an exclusive use easement appurtenant to the unit, which once assigned by the Declarant becomes appurtenant to that specific Unit(s) and shall be referenced accordingly in the Unit deed. These appurtenant exclusive use easements for parking and roof deck use shall not be revoked without the express written consent of both the Declarant and/or Trustees and the Unit Owner so benefiting from such appurtenant exclusive use easement.

These roof decks, which are part of the Common Areas and Facilities of the Condominium, shall be maintained in good repair by, and at the sole expense of, the Unit and Unit Owner benefiting from such exclusive use easement. If the Unit Owner of any such Unit shall fail or neglect so to maintain any such areas, the Trustees may do so and charge such Unit Owner for the costs thereof, and such Unit Owner shall be liable therefore, which costs shall be considered an obligation of said Unit and as such avail the Trustees of all rights and remedies afforded under the Act.

9. **DETERMINATION OF PERCENTAGE INTEREST IN COMMON AREAS AND FACILITIES**

The Owners of each Unit shall be entitled to an undivided interest in the Common Areas and Facilities in the percentages set forth in Exhibit E hereto for such Unit. The percentages of interest of the respective Units in the Common Elements have been determined upon the basis of the approximate relation which the fair market value of each Unit on the date hereof bears to the aggregate fair market value of all Units on this date. Said Common Areas and Facilities, including

those common areas to which certain Units have as appurtenant to them exclusive rights and easements of use as such may be designated by the Declarant, shall be subject to the provisions of the UNIVERSITY PARK LOFTS Condominium Trust By-Laws and Rules and Regulations set forth therein, if any, herein referred to, and the use and maintenance thereof.

10. FLOOR PLANS

A verified floor plan of the buildings showing the layout, location, Unit numbers and dimensions of the Units and other such matters as are required by law, are registered herewith. There exist eight (8) different unit floor plans known as Floor Plans A-H respectively. In addition, the specific unit plan for each individual Unit will be recorded with the individual Unit Deed as required by the Act.

11. USE OF BUILDINGS AND UNITS

The Building, the Condominium and each of the Units are intended only for residential purposes or any other purpose permitted by the zoning ordinances of the City of Worcester, PROVIDED HOWEVER, that non-residential use does not unreasonably interfere with the quiet enjoyment of another Unit. No such use may be made of such Unit for residential purpose except by the owner thereof or his permitted lessees and the members of their immediate families, or for no more than three persons unrelated by blood or marriage.

12. RESTRICTIONS ON THE USE OF UNITS

The restrictions on the use of the Units are as follows:

- A. No Unit shall be used or maintained in a manner contrary to or inconsistent with the comfort and convenience of the occupants of the Units, the provisions of the Trust, the By-Laws set forth therein and the Rules and Regulations promulgated pursuant thereto;
- B. The Owners of any Unit may at any time and from time to time change the use and designation of any room or space within such Unit, subject to the provisions of Sections 9 and 10 hereof and Section 5.9 of the University Park Lofts Condominium Trust, and may modify, remove and install non-bearing walls lying wholly within such Unit, PROVIDED, HOWEVER, that any and all work with respect to the removal and installation of interior non-bearing walls or other improvements shall be done in a good and workman-like manner, pursuant to a building permit duly issued therefor (if required by law) and pursuant to plans and specifications which have been submitted to and approved by then Trustees, hereinafter referred to, which approval shall not be unreasonably withheld or delayed;
- C. Except on unanimous written approval of the Trustees of the UNIVERSITY PARK LOFTS Condominium Trust, in order to preserve the architectural integrity of the Building and the Units, without modification, and without limiting the generality

thereof, no awning, screen, antenna, sign, banner, or other device, and no exterior change, addition, structure, projection, decoration, or other feature, or exterior color, or exterior material, or exterior finishes, shall be erected or placed upon or attached to any Unit or any part thereof, no addition to or change or replacement (except, so far as practicable, with identical kind) of any exterior light, door knocker, or other exterior hardware, exterior Unit door, door frames or window frames (which shall require the approval of the then Trustees, which approval shall not be unreasonably withheld), shall be made and no painting or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window, further subject to all restrictions stated in the description of land on which the buildings is located in Exhibit A attached hereto;

- D. The limitations on use and restrictions set forth in Sections 9 and 10 shall be for the benefit of the Owners of the Units and the Trustees of the UNIVERSITY PARK LOFTS Condominium Trust as the persons in charge of the Common Elements, shall be enforceable solely by said Trustees, and shall, insofar as permitted by law, be perpetual; and to that end, such limitations on use and restrictions may be extended by said Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. Said restrictions may be waived in specific cases by unanimous written approval of such Trustees; and
- E. Owners of the Units may not transfer their Units without the appurtenant right to the portions of the Common Elements to which they have an exclusive right to use as designated by the Declarant herein; and
- F. No Unit shall be maintained at an ambient temperature of less than forty-five (45) degrees Fahrenheit during such time or times as is necessary to prevent the freezing of any and all pipes within the Building; and
- G. No nuisance shall be allowed in or upon the Condominium or within any Unit, Common Area or Limited Common Area nor shall any use or practice be allowed which interferes with the peaceful possession or proper use of the Condominium Unit, Common Area or Limited Common Area by its residents and occupants thereof; and
- H. No legally immoral, improper, offensive, or other unlawful use shall be made of the Condominium, or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any Unit shall be eliminated by and at the sole expense of the Owner of said Unit and those relating to the Common Elements shall be eliminated by the Trustees, except as may be otherwise provided for herein; and

- I. No use of the Common Areas and Facilities shall be made, save for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the Units; and
- J. No Unit Owner shall place or cause to be placed in or on any of the Common Areas and Facilities, other than a storage area or roof deck or other area to which such Unit Owner has exclusive rights, any furniture, packages, or objects of any kind unless expressly permitted pursuant to the Condominium Trust By-laws and Rules and Regulations promulgated thereto. No public hall, corridor, vestibule, passageway or stairway shall be used for any purpose other than normal transit through or such other purposes as the Trustees may designate; and
- K. No Unit, or other area to which a Unit Owner has exclusive rights, shall be maintained or used in such a manner as to detract from the value of the other Units or the Condominium as a whole; and
- L. All maintenance and use by Unit Owners of the yards, decks, porches, and all other facilities shall be done so as to preserve the appearance and character of the same and of the Condominium without modification and pursuant to Condominium Trust By-laws and Rules and Regulations promulgated thereto; and
- M. No Unit Owner shall alter his Unit in such a way as to permit sound, vibration, light or odors to be more readily transmitted to other Units, the Common Areas and Facilities or neighboring buildings; and
- N. **Pets**
 Unit Owners may keep in their Units, with the prior approval of the Trustees, up to two (2) common domestic animals each such. As defined herein, "common domestic animals" shall include, but are not necessarily limited to, dogs, cats, birds, tropical fish, goldfish, rabbits (if properly caged), hamsters and gerbils (if properly caged). Under no circumstances are reptiles or "exotic" animals to be kept in any Unit by anyone. Upon petition by any Unit Owner, the Board of Trustees shall have the sole and exclusive right to approve or disapprove the keeping of any pet other than those common domestic animals previously defined herein and consistent with the terms of this Master Deed, the University Park Lofts Condominium Trust, or any Rules and Regulations promulgated thereto. The decision of the Board of Trustees shall be final and binding upon any Unit Owner or anyone claiming under him. All such pets approved by the Board of Trustees shall be kept in accordance with the following provisions:
 - 1) No such pet shall be kept, bred, or maintained for any commercial purposes.
 - 2) Unit Owners are personally responsible for any and all repairs for any and all damage caused by any pet and/or animal belonging to any Unit Owner, his family, guests, family, invitees, licensees, lessees, or any other individual on or to the Condominium property and/or Common Areas and Facilities, which charge shall be levied against the individual Unit and shall be regarded as a

common expense of that Unit with all the rights and remedies incident thereto under the Act, the Condominium Documents and herein as a common expense.

- 3) The Trustees, in their sole discretion, may require that any pet and/or animal (including pets owned by Unit Owners at the time of purchase of their Units) causing or creating a nuisance or unreasonable disturbance or noise no longer be kept in the Condominium and shall give written notice to that effect to the Unit Owner of the Unit in which such pet is being kept.
- 4) Any Unit Owner receiving such notice shall cause such pet to be removed from the Condominium within seven (7) days.
- 5) In no event shall any dog or other animals be permitted in any portion of the Common Elements, unless carried or on a leash, or in any grass or garden plot under any circumstances.
- 6) In the event that any pet shall deposit any animal waste on any Common Area, or any Common Area which is the subject of any exclusive easement, the Owner of such pet shall immediately clean up any such waste. The foregoing sentence shall not be construed as permission to any Unit Owner to allow such waste depositing to occur in any area of the Condominium, and such occurrences may be considered a "nuisance" by the Trustees in the application of their authority under the provisions of this subparagraph 12(N) or as they may otherwise be empowered by the terms of the Master Deed and/or Condominium Trust.

O. Rental/Leasing

Unless otherwise restricted under another agreement duly recorded, any Unit Owner may lease or rent his Unit, subject, however, to the following conditions pertaining to any lease, rental agreement or occupancy agreement:

- 1) Any lease, rental agreement or occupancy agreement (hereinafter "Agreement"), shall:
 - a) be in writing and shall apply to the entire Unit and not just a portion thereof;
 - b) shall be for a minimum of six (6) months and no more than one (1) year. Renewal of such Agreements shall be contingent upon written approval of a majority of the Trustees of the Condominium Trust, which approval shall not be unreasonably withheld or delayed; and
 - c) expressly provide that the Agreement shall be subject in every respect to the Master Deed of the Condominium, the Declaration of Trust of the Condominium, and the By-Laws and Rules and Regulations thereof (the Condominium Documents), as the same have been amended most recently prior to the execution of said Agreements; and

- d) shall contain the following notice, in capital letters, double-spaced:

"THE CONDOMINIUM UNIT BEING LEASED, RENTED, OR OTHERWISE OCCUPIED UNDER THIS WRITTEN AGREEMENT (HEREIN THE "AGREEMENT") IS LOCATED IN A CONDOMINIUM BUILDING AND NOT A RENTAL APARTMENT HOUSE. THE CONDOMINIUM BUILDING AND UNITS ARE OCCUPIED BY THE INDIVIDUAL OWNERS OF EACH UNIT (EXCEPT FOR CERTAIN UNITS, SUCH AS THIS ONE, WHICH ARE BEING OCCUPIED BY TENANTS). THE TENANT(S) UNDERSTAND(S) THAT HIS OR HER NEIGHBORS IN THE BUILDING ARE, EXCEPT AS AFORESAID THE OWNERS OF THE CONDOMINIUM UNITS WHICH THEY OCCUPY AND ARE NOT TENANTS LIVING IN A RENTAL APARTMENT HOUSE. THE TENANT(S), BY SIGNING THIS AGREEMENT, HEREBY ACKNOWLEDGE(S) THE FOLLOWING:

- THAT HE OR SHE HAS BEEN FURNISHED WITH A COPY OF THE MASTER DEED OF THE CONDOMINIUM, THE DECLARATION OF TRUST OF THE CONDOMINIUM TRUST, THE BY-LAWS AND RULES AND REGULATIONS THERETO WHICH ARE ALL HEREIN INCORPORATED BY REFERENCE.
- THAT HE OR SHE HAS READ AND UNDERSTANDS THE SAME, THAT HE OR SHE WILL BE EXPECTED TO COMPLY IN ALL RESPECTS WITH THE SAME.
- THAT IN THE EVENT OF ANY NONCOMPLIANCE BY THE TENANT, THE TENANT MAY BE EVICTED BY EITHER THE CONDOMINIUM UNIT OWNER LANDLORD OR THE TRUSTEES OF THE CONDOMINIUM TRUST (WHO ARE ELECTED BY THE UNIT OWNERS).
- THE TENANT MAY HAVE TO PAY FINES, PENALTIES, AND OTHER CHARGES, AND THAT THE PROVISIONS OF THIS CLAUSE TAKE PRECEDENCE OVER ANY OTHER PROVISION OF THIS LEASE (OCCUPANCY AGREEMENT)."

- 2) Any failure by the tenant to comply in any or all respects with the provisions of the Master Deed of the Condominium, the Declaration of Trust of the Condominium Trust and the By-Laws and the Rules and Regulations thereto, shall constitute a material default in the Agreement and in the event of such default, the Trustees of the Condominium Trust, shall have the following rights and remedies against *both* the Unit Owner and the Tenant, in addition to any and all other rights and remedies which the Trustees and Unit Owners (other than the Owner of the affected Unit) have or may here in the future, against both the Owner of the affected Unit and the Tenant, with all rights

and remedies of the Trustees and the Unit Owners (other than the Owner of the affected Unit) being deemed at all times to be *cumulative* and not exclusive:

- 3) The Trustees shall have the right to give written notice of the default (defined herein as a "Notice of Tenant Default") to both the Tenant and the Unit Owner. Said Notice of Tenant Default shall be deemed properly given if left in any part of the Unit addressed to the Tenant, and when mailed, postage prepaid, registered or certified mail, return receipt requested, addressed to the Owner of the Unit at such address as then appears in the records of Trustees, or by delivering said Notice by hand, or by delivering said Notice of Tenant Default in any other manner permitted by law.
- 4) The Trustees shall include in the said "Notice of Tenant Default" provided to the Unit Owner an additional notice that said Unit Owner has the right to request binding arbitration regarding the alleged default by the Tenant and the Trustees' intention to exercise any Notice or Rights afforded under the terms of this subparagraph 12(O) and that said Unit Owner must give written notice of his request for said binding arbitration by postage prepaid, registered or certified mail, return receipt requested, addressed to the Trustees within ten (10) calendar days of his receipt of the written "Notice of Tenant Default" from the Trustees. In addition, the Trustees must inform the Unit Owner that his failure to request binding arbitration in writing within ten (10) calendar days of his receipt of the written "Notice of Tenant Default" shall be deemed to be a waiver of said Unit Owner's right to seek binding arbitration hereunder.
- 5) If the Tenant's default continues for fifteen (15) days after the giving of said "Notice of Tenants Default" and the Unit Owner has not requested arbitration within ten (10) days of the Unit Owner's receipt of said thereof, then the Trustees shall have the right to:
 - a) levy fines against the Unit Owner of the affected Unit in accordance with the provision the University Park Lofts Condominium Trust; and
 - b) terminate the tenancy by giving written Notice to Quit to the Tenant in any manner permitted by law, in the name of the Landlord (Unit Owner), *or* in the name of the Trustees *or* both.
- 6) If the Unit Owner notifies the Trustees of his intention to seek arbitration pursuant to the terms herein, the Unit Owner must prepare and file the necessary applications with the American Arbitration Association within fourteen (14) calendar days of the Unit Owner's notification to the Trustees of his intention to arbitrate. The Unit Owner shall be obligated to pursue

with due and diligent efforts the resolutions of this dispute before the American Arbitration Association. The Unit Owner shall be responsible to pay for any and all costs of arbitration. If the arbitrators decide in the favor of the Unit Owner, then the Unit Owner shall be reimbursed his reasonable costs incurred in seeking said arbitration, however in no event shall the Unit Owner have any right to be reimbursed for attorney's fees in pursuing said arbitration.

- 7) In the event that the Unit Owner elects arbitration pursuant to the terms herein described, then such dispute concerning the Trustee's commencement of eviction proceedings against said Unit Owner or Tenant shall be submitted to arbitration in accordance with the arbitration rules of the American Arbitration Association then in effect. The decision rendered by the arbitrators shall be binding as between the parties. Three neutral arbitrators shall be appointed by the American Arbitration Association and at least one of such arbitrators shall be an attorney at law, and all decisions shall be made by a majority of them. If the arbitrators' decision favors the Trustees then the Trustees have the right to commence eviction proceedings against said Tenant. If the arbitrators' decision is in favor of the Unit Owner, then the Trustees shall have no right to commence eviction proceedings against said Tenant for the specific breaches which were the subject of said arbitration. Any decision by the arbitrators in favor of the Unit Owner shall in no way preclude the Trustees' additional rights and remedies as set forth in the Master Deed, By-Laws, and Rules and Regulations regarding any such breach by a tenant.
- 8) In case of a tenancy at will, the time of any such Notice to Quit shall be sufficient if it is equal to the interval between the days of rent payment, or thirty (30) days, whichever is longer. In case of a lease, seven (7) days shall be sufficient or any other notice period permitted or required by law. In either event, a copy of such Notice to Quit shall be delivered or mailed to the Landlord (Unit Owner) in the manner set forth hereinabove. Thereafter, the Trustees may initiate and prosecute a Summary Process action against the Tenant under the provisions of General Laws, Chapter 239, in the name of the Landlord, or in the name of the Trustees, or both;
- 9) The Trustees shall be entitled to levy a fine, or fines, or give a notice, or notices to quit followed by a summary process action or actions, and the Trustees' shall be entitled to elect to pursue any of the foregoing remedies, either at the same time, or in the event of any further default.
- 10) All of the expenses including, but not limited to attorneys fees, of the Trustees in giving and serving any notice, Notice of Tenants Default and Notices to Quit, and maintaining and pursuing summary process actions and any appeals therefrom as well as the costs of arbitration pursuant to the terms

herein if the decision of the Arbitrators is in the favor of the Trustees, shall be entirely at the expense of the Unit Owner of the affected Unit, and such costs and expenses may be enforced and collected against the Unit Owner and Unit as if the same were Common Expenses owed by the Unit or Unit Owner.

- 11) The Unit Owner shall make reasonable efforts, at his own expense and upon his own initiative to inform rental agents of the provisions of this section, and shall, at his own expense, and upon his own initiative furnish copies of the Condominium Documents to the tenant, and cause the lease or occupancy agreement to be prepared in conformity with the provisions of this section.
- 12) Any renewal or extension of any lease, rental or occupancy agreement shall be subject to the prior written approval of the Trustees in each instance, which approval shall not be unreasonably withheld. Such approval shall not limit any rights or remedies of the Trustees or Unit Owners in the event of a subsequent default.
- 13) A true copy of any written lease, rental or occupancy agreement shall be delivered to the Trustees forthwith after its execution.
- 14) The provisions of this section shall take precedence over any other section in any lease, rental or occupancy agreement.
- 15) Notwithstanding anything to the contrary herein, and notwithstanding any custom, law or usage to the contrary, it is expressly understood and agreed that neither the Trustees, nor the Unit Owners, shall ever bear any personal or individual responsibility with respect to said lease, rental or occupancy agreement.
- 16) Every lease, rental or occupancy agreement shall have attached thereto, and incorporated therein by reference, a copy of this subparagraph 12(O) inclusive.
- 17) Notwithstanding anything to the contrary in this subparagraph 12(O), it is expressly understood and agreed that the provisions of this section shall not apply to any first mortgagee in possession of a Unit following default by the Unit Owner in his mortgage, or holding title to a Unit by virtue of a mortgage foreclosure proceeding, or deed or other agreement in lieu of foreclosure.

13. AMENDMENTS

This Master Deed may be amended by an instrument in writing:

- A. Signed by the Unit Owners entitled to seventy-five (75%) percent of the undivided beneficial interests in the Common Elements; and

- B. Signed and acknowledged by a majority of the then Trustees of the UNIVERSITY PARK LOFTS Condominium Trust herein referred to; and
- C. Duly recorded with the Worcester South Registry of Deeds, PROVIDED HOWEVER, that:
 - 1) The date on which any such instrument 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 the same shall have been so recorded at the Worcester South Registry of Deeds within six (6) months after such date; and
 - 2) No instrument of amendment that 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; and
 - 3) No instrument of amendment affecting any Unit in any manner which impairs the security of a mortgage of record thereon held by a bank or insurance company or of a purchase money mortgage (a "Holder") shall be of any force or effect unless the same has been assented to by such holder; and
 - 4) No instrument of amendment which alters the percentage of the undivided interest in and to the Common Elements to which any Unit is entitled shall be of any force or effect unless the same has been signed by all Unit Owners and said instrument is registered as an amendment to the Master Deed;
 - 5) No instrument of amendment which purports to increase or decrease or redefine the property defined herein as the Common Elements shall be of any force or effect unless signed by Unit Owners entitled to one hundred (100%) percent of the undivided interests in the Common Elements; and
 - 6) 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 said Chapter 183A, as amended, of the General Laws of Massachusetts shall be of any force or effect.

14. UNITS SUBJECT TO MASTER DEED, CONDOMINIUM TRUST, BY-LAWS, UNIT DEED, AND RULES AND REGULATIONS

All present and future Owners, tenants, visitors, servants, licensees, lessees and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Unit Deed, the UNIVERSITY PARK LOFTS Condominium Trust, By-Laws and the Rules and Regulations of the UNIVERSITY PARK LOFTS thereof, as they may be amended from time to time (collectively called the "Condominium Documents" herein). The acceptance of a Unit deed or conveyance of a Unit or the entering into any type of occupancy of any Unit shall constitute an agreement that:

- A. The provisions of the Condominium Documents as they may be amended from time to time are accepted and ratified by such Owner, tenant, visitor, servant, or occupant, and all 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 or conveyance or lease or license thereof, and
- B. A violation of the provisions of the Documents by any such person shall be deemed a substantial violation of the duties of the respective Unit Owner.

15. EASEMENTS and ENCROACHMENTS

- A. If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as the result of:
 - 1) settling of the Buildings; or
 - 2) alteration or repair to the Common Elements made by or with the consent of the Trustees;
 - 3) as the result of repair, or restoration of the Buildings or a Unit after damage by fire or other casualty; or
 - 4) as the result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Buildings stand.
- B. The Unit Owners and Trustees, together with any utility companies requiring such access, shall have the easement and right to enter the various common and Unit areas in the Basement and other areas of the Building for the purpose of accessing heating and hot water equipment for the respective Units and utilities which may service the Building or the Units. Further, the Unit Owners and Trustees shall have the easement and right to pass and repass over any stairway which is considered a part of any Unit, or stairway or fire escape which is the subject of any exclusive easement and right of use in favor of any Unit Owner in the event any emergency shall necessitate such passage.

16. PIPES, WIRES, FLUES, DUCTS, CABLES, CONDUITS, PUBLIC UTILITY LINES AND OTHER COMMON ELEMENTS LOCATED INSIDE OF UNITS

Each Unit Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines, and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public

utility lines, and other Common Elements serving such other Units and located in such Unit. The Trustees shall have a right of access to each Unit to repair, or replace the Common Elements contained therein or elsewhere in the Buildings.

17. INVALIDITY

The invalidity of any provisions of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability, or effect of the remainder of this Master Deed and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provisions had never been included herein.

18. WAIVER

No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

19. CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of this Master Deed or the intent of any provisions hereof.

20. CONFLICTS

This Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of Massachusetts. In case any of the provisions stated above conflict with the provisions of said statute, the provision of said statute shall control.

21. PROVISIONS FOR THE PROTECTION OF MORTGAGEES: FHLMC, FNMA PROVISIONS

Notwithstanding anything in this Master Deed or in the UNIVERSITY PARK LOFTS Condominium Trust ("Condominium Trust") and By-Laws to the contrary, and in any event subject to any greater requirements imposed by Massachusetts General Laws Chapter 183A, the following provisions shall apply for the protection of the holders of first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by any First Mortgagee:

- A. In the event that the Unit Owners shall amend this Master Deed or the Condominium Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:
 - 1) foreclose to take title to a Unit pursuant to the remedies provided in its mortgage;

- 2) foreclose to take title to a Unit pursuant to the remedies provided in its mortgage; or
 - 3) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
 - 4) sell or lease a Unit acquired by the First Mortgagee through the procedures described herein.
- B. Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust.
- C. Any First Mortgagee who obtains title to any Unit by foreclosure 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. All liens of the Condominium Trust for common expense assessments or other charges becoming payable on or after the date of registration of any first mortgage shall be subordinate to that mortgage. In addition, any fees, late charges, fines, or interest that may be levied by the Trust in connection with unpaid assessments shall be subordinate to a prior registered first mortgage.
- E. The Unit Owners and the Trustees shall not be entitled to take the following actions unless the First Mortgagees with respect to all of the Units have given their prior written consent thereto:
- 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; or
 - 3) partition or subdivide any 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 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 clause; or


- 5) use hazard insurance proceeds on account of losses to either the Units or the Common Areas and Facilities other than for repair, replacement, or reconstruction thereof, except as otherwise provided in the Condominium Trust, which contains provisions dealing with substantial losses in conformity with the requirements of Section 17 of Chapter 183A.
- F. 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.
- G. In no event shall any provisions of this Master Deed or the Condominium Trust give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses or to a taking of such Unit and/or the Common Areas and Facilities.
- H. A First Mortgagee, upon written request made to the Trustees of the Condominium Trust, shall be entitled to:
- 1) written notification from the Trustees of the Condominium Trust of any default of 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 Condominium Trust which is not cured within sixty (60) days;
 - 2) inspect all books and records of the Condominium Trust at all reasonable times;
 - 3) receive an annual 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
 - 5) receive prompt written notification from the Trustees of 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.

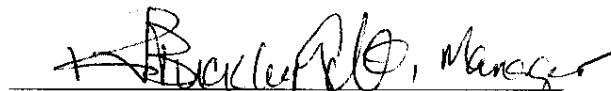
- I. No agreement for professional management of the Condominium or any other contract with the Declarant may exceed a term of three (3) years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on thirty (30) calendar days or less written notice.
- J. Any first mortgage holder that does not deliver to the Trustees a negative response within thirty (30) calendar days of written request by the Trustees for approval of any non-material addition or amendment pursuant to this section 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 registered at the said Registry of Deeds, shall be conclusive as to the facts therein set forth as to all parties and may be relied upon pursuant to the provisions of the of the Condominium Trust.
- K. The Declarant intends that the provisions of this Section 21 shall comply with the requirements of the Federal National Mortgage Association and the Federal Home Loan Mortgage Association with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention.
- L. The provisions of this Section 21 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 Registry of Deeds in accordance with the requirements as set forth in this Master Deed.

22. MISCELLANEOUS

Notwithstanding anything herein contained to the contrary, the Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Master Deed at any time and from time to time which amends this Master Deed (a) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (b) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Unit ownership; (c) to bring this Master Deed into compliance with Chapter 183A; or (d) to correct clerical or typographical errors in this Master Deed or any exhibit thereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to vote in favor of, make, or consent to any such Special Amendment(s) on behalf of each Unit Owner. Each deed, mortgage, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and register Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this section shall terminate at such time as the Declarant no longer holds or controls title to any Unit contained within the University Park Lofts Condominium.

IN WITNESS WHEREOF, HE&PG Realty, LLC, has caused this Master Deed to be duly executed, sealed and delivered on this 8 day of December, 2006.


Brett Levy
 HE&PG Realty, LLC

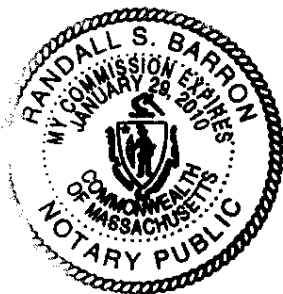

Kathleen Buckley Gahinet
 HE&PG Realty, LLC


COMMONWEALTH OF MASSACHUSETTS

County of Worcester

December 8, 2006

On this 8th day of December, 2006, before me, the undersigned notary public, personally appeared Brett Levy and Kathleen Buckley Gahinet proved to me through satisfactory evidence of identification, which was personally known to me and identified by a Massachusetts Operator's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for stated purpose.




 Notary Public RANDALL S. BARRON
 My commission expires: 1-29-10

**EXHIBIT A
MASTER DEED
UNIVERSITY PARK LOFTS CONDOMINIUM**

certain parcel of land, together with all buildings and improvements thereon, described as follows:

Beginning at the northwesterly corner of the premises to be conveyed, said point of beginning being the intersection of the southeasterly line of Illinois Street and the northeasterly line of Gates Street:

THENCE North 60° 10' 5" East by Illinois Street two hundred nineteen and 09/100 (219.09) feet to a point;

THENCE North 60° 10' 5" East still by Illinois Street, seventy and 69/100 (70.69) feet to a point at land now or formerly of Grand Realty Trust of Worcester;

THENCE South 29° 51' 25" East by the concrete retaining wall and by the southwesterly line of the driveway from Illinois Street and passing through an existing metal building and through an existing concrete wall as shown on a plan hereinafter referred to one hundred forty-nine and 45/100 (149.45) feet to a point at land now or formerly of Boston & Albany Railroad, said course being land now or formerly of Grand Realty Trust of Worcester;

THENCE South 60° 10' 25" West by land now or formerly of Boston & Albany Railroad one hundred twenty-nine and 24/100 (129.24) feet to a point;

THENCE South 60° 10' 25" West by land now or formerly of Boston & Albany Railroad one hundred fifty-one and 03/100 (151.03) feet to a point in the northeasterly line of Gates Street;

THENCE North 33° 30' 00" West by Gates Street one hundred forty-nine and 73/100 (149.73) feet to the point of beginning.

Said premises contain 42,592 square feet of land, more or less, all as shown on two plans, the first entitled "Plan of Land in Worcester, Mass. Owned by Crompton & Knowles Corporation" dated August 14, 1967 by Thompson-Liston Associates, Inc. Civil Engineers and Land Surveyors, and recorded at the Worcester District Registry of Deeds, Plan Book 311, Plan 53, and the second entitled "Plan of Land in Worcester, Mass. Owned by Crompton & Knowles Corporation" dated May 29, 1969 by Thompson & Liston Associates, Inc. Civil Engineers and Land Surveyors, said plan being recorded in said Registry of Deeds, Plan Book 327, Plan 110.

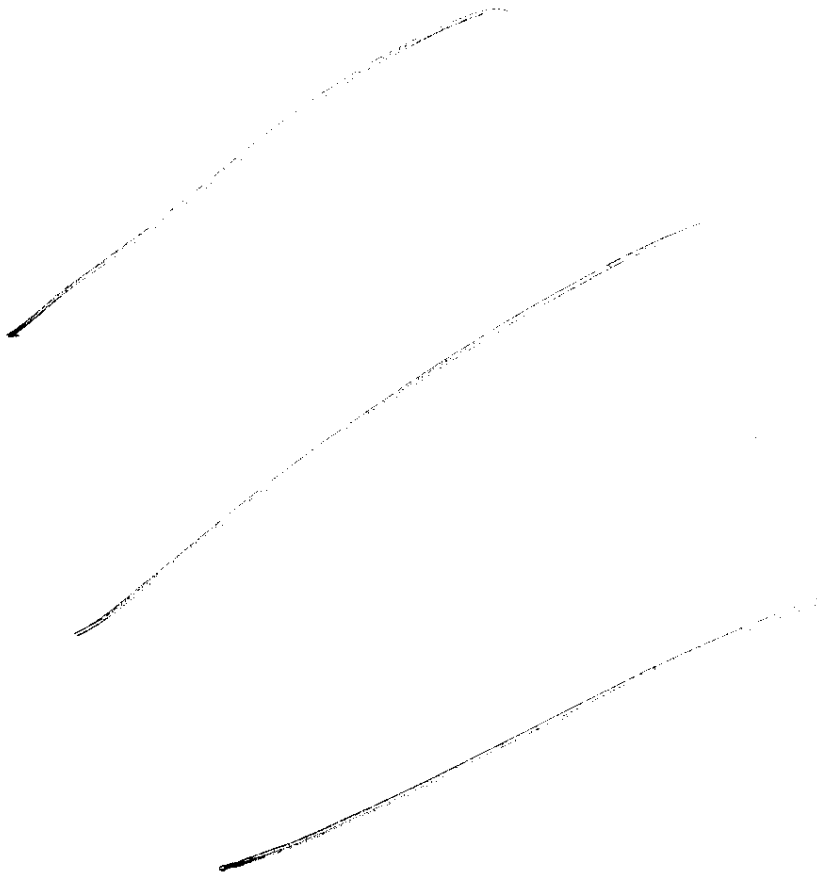
**EXHIBIT B
MASTER DEED
UNIVERSITY PARK LOFTS CONDOMINIUM
FLOOR PLANS**

PLAN BOOK 851, PLAN 45



**EXHIBIT C
MASTER DEED
UNIVERSITY PARK LOFTS CONDOMINIUM
PARKING PLAN**

PLAN BOOK 851, PLAN 45



**EXHIBIT D
MASTER DEED
UNIVERSITY PARK LOFTS CONDOMINIUM**

ROOF DECK PLAN

PLAN BOOK 851, PLAN 45

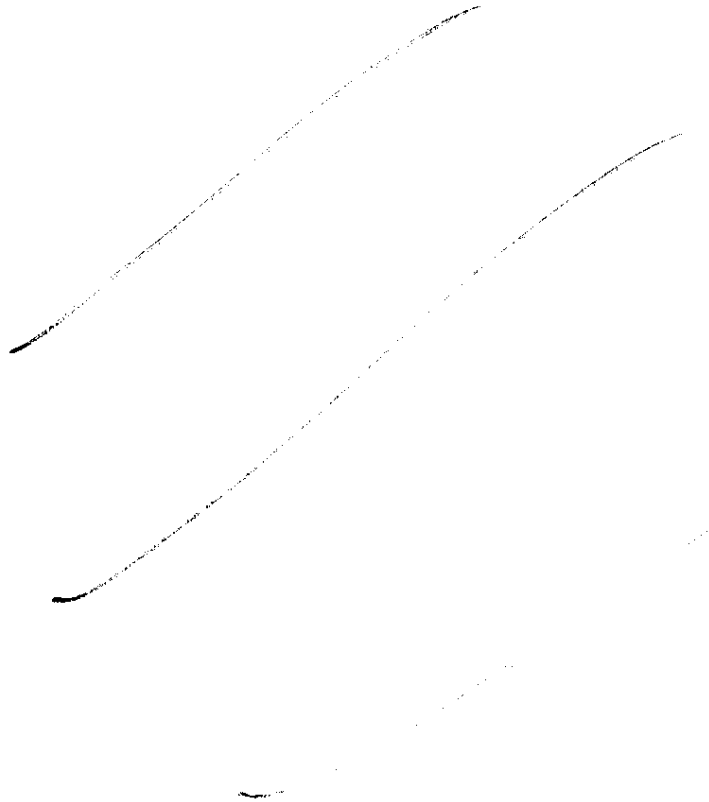


EXHIBIT E
MASTER DEED
UNIVERSITY PARK LOFTS CONDOMINIUM
DESIGNATION OF UNITS and BENEFICIAL INTERESTS

K (Kitchen), LR (Living Room), B (Bathroom), BR (Bedroom)

The immediate common area access for each unit is the hallway of the floor on which the unit is located.

UNIT	Unit Plan Type	Floor	Number of Rooms	Approximate Area (Sq. Ft.)	Percentage Interest in Common Elements
101	E	1 st	K, LR, B, Den	*	2.9036
102	F	1 st	K, LR, B, Den	*	2.8976
103	F	1 st	K, LR, B, Den	*	2.8976
104	G	1 st	K, LR, B, Den	*	3.3411
105	H	1 st	K, LR, B, Den	1143	3.3969
201	D	2 nd	K, LR, B	*	2.6366
202	B	2 nd	K, LR, B	*	2.5242
203	B	2 nd	K, LR, B	803	2.5242
204	B	2 nd	K, LR, B	*	2.5242
205	C	2 nd	K, LR, B, BR	*	2.9449
206	A	2 nd	K, LR, B	*	2.1336
207	A	2 nd	K, LR, B	*	2.1336
208	A	2 nd	K, LR, B	692	2.1336
301	D	3 rd	K, LR, B	*	2.7652
302	B	3 rd	K, LR, B	*	2.6504
303	B	3 rd	K, LR, B	*	2.6504
304	B	3 rd	K, LR, B	*	2.6504
305	C	3 rd	K, LR, B, BR	*	3.1658
306	A	3 rd	K, LR, B	*	2.2402
307	A	3 rd	K, LR, B	*	2.2402
308	A	3 rd	K, LR, B	*	2.2402
401	D	4 th	K, LR, B	*	2.9581
402	B	4 th	K, LR, B	*	2.7766
403	B	4 th	K, LR, B	*	2.7766
404	B	4 th	K, LR, B	*	2.7766
405	C	4 th	K, LR, B, BR	*	3.3867
406	A	4 th	K, LR, B	*	2.3469
407	A	4 th	K, LR, B	*	2.3469
408	A	4 th	K, LR, B	*	2.3469
501	D	5 th	K, LR, B	*	3.0868
502	B	5 th	K, LR, B	*	2.9029
503	B	5 th	K, LR, B	*	2.9029
504	B	5 th	K, LR, B	*	2.9029
505	C	5 th	K, LR, B, BR	*	3.5339
506	A	5 th	K, LR, B	*	2.4536
507	A	5 th	K, LR, B	*	2.4536
508	A	5 th	K, LR, B	*	2.4536

*** To be determined by amendment to this Master Deed**