

SALISBURY WEST CONDOMINIUM
AMENDMENT NO. 7 TO THE MASTER DEED

Reference is hereby made to a Master Deed, dated May 5, 1981, recorded with the Worcester District Registry of Deeds in Book 7234, Page 186, as amended by Amendment No. 1 creating Phase II, dated October 23, 1981, and recorded with said Deeds in Book 7350, Page 341, as further amended by Amendment No. 2 of said Master Deed, dated December 1, 1981 and recorded with said Deeds in Book 7375, Page 96 and as further amended by Amendment No. 3 of said Master Deed creating Phase IV, Part A, dated October 1, 1982 and recorded with said Deeds in Book 7569, Page 347, and as further amended by Amendment No. 4 creating Phase III, Part A, dated August 29, 1985 and recorded with said Deeds in Book 8919, Page 86 and further amended by Amendment No. 5 dated November 13, 1985 and recorded with said Deeds in Book 9084, Page 255, as further amended by Amendment No. 6 creating Phase IV, Part B dated September 23, 1986 and recorded with said Deeds in Book 9869, Page 10, ("Master Deed") by which Master Deed Lewis J. Busconi and Lawrence Remby, both of Hookinton, Middlesex County, Massachusetts, as they were both recorded with Worcester District Registry of Deeds in Book 7179, Page 158 ("Oakwood") created Salisbury West Condominium by submitting certain land located in Worcester, Worcester County, Massachusetts, to the provisions of Massachusetts General Laws, Chapter 183A.

Trustees of Oakwood Realty Trust, dated
20 February 1981 and

Transworld Development Corp. is the successor in interest to Oakwood and is hereinafter referred to as "Sponsor".

Pursuant to Article 10 of the Master Deed, the Master Deed may be amended by the Sponsor so as to create additional Phases and submit the same to the provisions of Massachusetts General Laws, Chapter 183A.

Therefore, the Master Deed is hereby amended as follows:

1. Description of Land in Phase VIII

Phase VIII as shown on a site plan dated October 10, 1986, by Briggs Associates, Inc., 400 Hingham Street, Rockland, Massachusetts, which site plan is titled "Plan of Salisbury West Condominiums As Built / Phase VIII" is recorded with Worcester District Registry of Deeds in Plan Book 567, Page 43, is hereby subject to the provisions of Massachusetts General Laws Chapter 183A, and included in and incorporated into the Condominium. There is recorded herewith in Plan Book 567, Plan 44, a set of floor plans for the Buildings in Phase VIII by AKRO Associates, AIA, Architects, 48 Camp Street, Hyannis, Massachusetts showing

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Pursuant to Article 10 of the Master Deed, the Master Deed may be amended by the Sponsor so as to create additional Phases and submit the same to the provisions of Massachusetts General Laws, Chapter 183A.

Therefore, the Master Deed is hereby amended as follows:

1. Description of Land in Phase VIII

Phase VIII as shown on a site plan dated October 10, 1986, by Briggs Associates, Inc., 400 Hingham Street, Rockland, Massachusetts, which site plan is titled "Plan of Salisbury West Condominiums As Built / Phase VIII" is recorded with Worcester District Registry of Deeds in Plan Book 567, Page 43, is hereby subject to the provisions of Massachusetts General Laws Chapter 183A, and included in and incorporated into the Condominium. There is recorded herewith in Plan Book 567, Plan 44, a set of floor plans for the Buildings in Phase VIII by AKRO Associates, AIA, Architects, 48 Camp Street, Hyannis, Massachusetts showing

*Trustees of Oakwood Realty Trust, dated
20 February 1981 and

the layout, location, Unit numbers and dimensions of the Units in Phase VIII and stating that each Building has no name and bearing the verified statement of Steven M. Shuman Registered Architect, certifying that the plans fully and accurately depict the layout, location, Unit number and dimensions of the Units in Phase VIII, as built.

Such Phase shall be subject to and have the benefit of the provisions of the Master Deed and the By-Laws of the Salisbury West Condominium.

The premises are subject to and have the benefit of the rights in common with others now or hereafter entitled to use the roads as shown on the Plans herein before referred to, for all purposes for which streets and ways are used in the City of Worcester, including by not limited to, the right of the Sponsor to use not only said ways, as shown on said Plans, but also all other access ways to the individual condominium units such as may be necessary to afford access to other land, together with said ways and further the right of the Sponsor to install, repair, replace and maintain now or in the future, drain lines, electric and water lines, pipes and conduits for all types of utilities, including the right to grant all such rights to other adjoining land owners.

the right of reconstruct and/or relocate within the layout of

2. Description of Buildings in Phase VIII

Until further amendment of the Master Deed, the units of the condominium shall be only those included within the buildings of Phase I, Phase II, Phase III Part A, Phase IV Part A, Phase IV Part B and Phase VIII, said Phase VIII buildings and units being shown on the Plans recorded herewith, as more specifically set forth in paragraph 3 hereof. Phase VIII of the condominium consists of three (3) Buildings each with two (2) stories and a basement. One Building contains six (6) units and attached garages, one Building contains six (6) units and one Building contains five (5) units and attached garages for a total of Seventeen (17) units. Said Buildings and units are designated as set forth in Exhibit A annexed hereto and made a part hereof.

400's phase VIII

3. Description of Units and their Boundaries in Phase VIII

The Units in Phase VIII shall be townhouse units. The designation of each unit in Phase VIII, a statement of its location, approximate area, number of rooms and immediate common areas to which it has access, its approximate interest in the common areas and facilities and the boundaries of the Units are set forth in Exhibit A and B annexed hereto and made a part hereof. Each Unit in Phase VIII and the location of the rooms therein are shown in Plan Book 567, Plan 44.

4. Description of the Common Areas and Facilities
(hereinafter "Common Elements")

The owner of each Unit in Phase VIII shall be entitled to an undivided interest in the Common Elements of the Condominium in the percentages as set forth in Exhibit B, subject to the provisions of Paragraph 10 of the Master Deed concerning further amendments to said Master Deed in accordance with the provisions of said Paragraph 10.

The Common Elements of the condominium consist of the entire property, with all the buildings and improvements thereon, constituting Phase I, II, III Part A, IV Part A, IV Part B and VIII other than the units therein, as more particularly set forth in Paragraph 5 of the Master Deed.

Each Unit owner of a unit in Phase VIII shall have an appurtenant exclusive right and easement to use one (1) indoor and one (1) outdoor parking place to be assigned to it, and the patio and bulkhead^{deck} contiguous thereto all as set forth in Paragraph 5 of the Master Deed.

5. Amendment to Master Deed :

Phase VIII as shown on plan entitled "Phase Plan of Salisbury West Condominium, Owned by Lewis J. Busconi and Lawrence Remby, Trustees of Oakwood Realty Trust, Salisbury Street, Worcester, Massachusetts, Scale: 1 inch = 40 feet, Date May 7, 1981, Cullinan Engineering Co., Inc., Auburn-Boston, Massachusetts, Consulting Civil Engineers-Land Surveyors" Plan Book 486, Plan 79, as amended by "Alfonso A. Lucibello - Architect, Amended Plan, Dated 9/10/82" Plan Book 500, Plan 41 has been added subsequent to Phase I, II, III Part A, IV Part A and IV Part B and prior to all other Phases as shown on said plans, and noting herein shall preclude the "Sponsor" from hereafter submitting additional phases to the provisions of Chapter 183A of the Massachusetts General Laws, as amended. Said Phase VIII is by virtue of this Amendment hereby submitted to the provisions of Chapter 183A of the General Laws as amended.

The Master Deed may be further amended in accordance with the provisions of Paragraph 10 of said Master Deed.

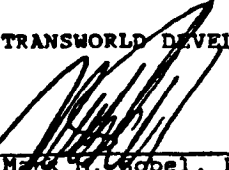
6. Master Deed Incorporated by Reference

Each of the units and the common elements in Phase VIII shall be subject to the Master Deed and any amendments thereto, the Unit Deed, the By-Laws of the Salisbury West Condominium Trust, and any and all rules and regulations promulgated pursuant thereto. The provisions of the Master Deed are hereby incorporated by reference into this amendment and shall apply to Phase VIII and the units and common elements included therein, as if they had been completely set forth herein.

As hereby amended, the Master Deed is ratified and confirmed in all respects.

IN WITNESS WHEREOF, the Sponsor has caused this Amendment to be executed under seal on this 28th day of November, 1986.

TRANSWORLD DEVELOPMENT CORP.

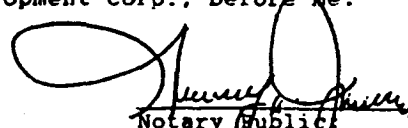
By: 
Mark M. Sobel, President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

Worcester. SS

11-28, 1986

Then personally appeared the above named Mark M. Sobel, President and Treasurer of Transworld Development Corp., and acknowledged the foregoing instrument to be the free act and deed of Transworld Development Corp., before me.


Notary Public
Harvey A. Jacobson
11/25/86

My Commission Expires:

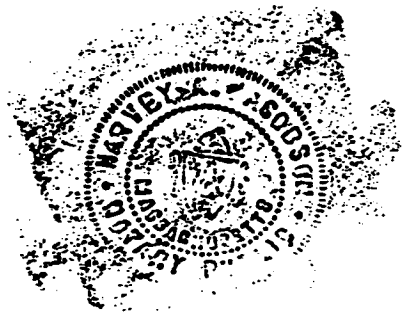


EXHIBIT A

AMENDMENT NO. 7 TO MASTER DEED

SALISBURY WEST CONDOMINIUM

<u>UNIT NO.</u>	<u>APPROXIMATE AREA</u>	<u>NUMBER OF ROOMS</u>	<u>COMMON AREA ACCESS</u>
4 13	2,484 sq.ft.	1LR, 1K, 1L, 1PR, 1P, 2BR, 2B, 1BT	Front Yard, Walkways
4 14	2,474 sq.ft.	1LR, 1DR, 1K, 1PR, 2BR, 2B, 1BT	Front Yard, Walkways
4 15	2,462 sq.ft.	1LR, 1K, 1D, 1PR, 1L, 2BR, 2B, 1BT	Front Yard, Walkways
16	2,473 sq.ft.	1LR, 1K, 1L, 1PR, 1P, 2BR, 2B, 1BT	Front Yard, Walkways
17	2,530 sq.ft.	1LR, 1DR, 1K, 1PR, 2BR, 2B, 1BT	Front Yard, Walkways
18	2,492 sq.ft.	1LR, 1K, 1L, 1PR, 1P, 2BR, 2B, 1BT	Front Yard, Walkways
19	2,510 sq.ft.	1LR, 1K, 1D, 1PR, 1L, 2BR, 2B, 1BT	Front Yard, Walkways
20	2,500 sq.ft.	1LR, 1DR, 1K, 1PR, 2B, 2BR, 1BT	Front Yard, Walkways
21	2,515 sq.ft.	1LR, 1P, 1K, 1PR, 1L, 2BR, 2B, 1BT	Front Yard, Walkways
22	2,509 sq.ft.	1LR, 1DR, 1K, 1PR, 2BR, 2B, 1BT	Front Yard, Walkways
23	2,490 sq.ft.	1LR, 1K, 1P, 1PR, 1L, 2BR, 2B, 1BT	Front Yard, Walkways
24	2,486 sq.ft.	1LR, 1DR, 1K, 1PR, 2B, 2BR, 1BT	Front Yard, Walkways
25	2,532 sq.ft.	1LR, 1D, 1K, 1PR, 1L, 2BR, 2B, 1BT	Front Yard, Walkways

AMENDMENT NO. 7 TO MASTER DEEDEXHIBIT A (CONTINUED)

<u>UNIT NO.</u>	<u>APPROXIMATE AREA</u>	<u>NUMBER OF ROOMS</u>	<u>COMMON AREA ACCESS</u>
26	2,514 sq.ft.	1LR, 1DR, 1K, 1PR, 2BR, 2B, 1BT	Front Yard, Walkways
27	2,504 sq.ft.	1LR, 1K, 1P, 1L, 1PR, 2BR, 2B, 1BT	Front Yard, Walkways
28	2,503 sq.ft.	1LR, 1DR, 1K, 1PR, 2BR, 2B, 1BT	Front Yard, Walkways
429 29	2,500 sq.ft.	1LR, 1K, 1P, 1PR, 1L, 2B, 2BR, 1BT	Front Yard, Walkways

KEY:

LR - Living Room	PR - Powder Room
K - Kitchen	BR - Bedroom
DR - Dining Room	B - Bathroom
L - Laundry	P - Pantry
D - Den	BT - Basement

The areas stated above do not include the patios/^{decks} and bulkheads contiguous to the Town House Units.

Each Town House Unit has immediate access to two (2) exterior doors on the first floor, and has access through a bulkhead or door on the basement level.

AMENDMENT NO. 7 TO MASTER DEED

EXHIBIT A (CONTINUED)

The boundaries of each of the units, with respect to the floors, ceilings, and the walls, doors and windows thereof, are as follows:

- (i) Floors & Ceilings:
 - (a) Basement Level: The upper surface of the concrete floor slab in the basement to the lower surface on the first floor joists;
 - (b) First Floor Level: The upper surface of the first floor joists to the lower surface of the second floor joists;
 - (c) Second Floor Level: The upper surface of the second floor joists to the lower surface of the bottom cord of the roof trusses.
- (ii) Walls: The surface facing the Unit of the concrete basement walls and the plane of the surface facing the Unit of the wall studs with respect to walls above the basement level;
- (iii) Doors & Windows: As to doors, the exterior surface thereof; as to windows, the exterior surface of the glass and of the window frames.

EXHIBIT B

AMENDMENT NO. 7 TO MASTER DEED

SALISBURY WEST CONDOMINIUMS

Percentage interest in common elements upon the Amendment of the Master Deed so as to include Phase VIII in the condominium.

<u>UNIT NO.</u>	<u>PHASE I</u>	<u>PHASE II</u>	<u>PHASE IV</u>		<u>PHASE VIII</u>
			<u>PART A</u>	<u>PART B</u>	
1	.025000	.02269	.02080	.01920	.01873
2	.025000	.02269	.02080	.01920	.01873
3	.025000	.02269	.02080	.01920	.01873
4	.025000	.02269	.02080	.01920	.01873
201		.01616	.01481	.01367	.00714
202		.01616	.01481	.01367	.00714
203		.01647	.01510	.01394	.00793
204		.02121	.01944	.01795	.01139
205		.02255	.02067	.01908	.01268
206		.01760	.01613	.01489	.00869
207		.01969	.01805	.01666	.01029
208		.01947	.01785	.01648	.00949
209		.01653	.01516	.01399	.00730
210		.01653	.01516	.01399	.00730
211		.01687	.01546	.01428	.00812
212		.02170	.01990	.01837	.01165
213		.02308	.02116	.01953	.01255
214		.01801	.01651	.01524	.00885
215		.02016	.01848	.01706	.01053
216		.01992	.01827	.01686	.00971
217		.01691	.01550	.01431	.00747
218		.01691	.01550	.01431	.00747
219		.01726	.01582	.01461	.00831
220		.02221	.02036	.01880	.01192
221		.02363	.02167	.02000	.01284
222		.01842	.01689	.01559	.00907
223		.02061	.01890	.01745	.01070
224		.02040	.01870	.01726	.00994
251		.01616	.01481	.01367	.00721
252		.01616	.01481	.01367	.00721
253		.01647	.01510	.01394	.00786

AMENDMENT NO. 7 TO MASTER DEED
EXHIBIT B (CONTINUED)

UNIT NO.	PHASE I	PHASE II	PHASE IV		PHASE VIII
			PART A	PART B	
254		.02121	.01944	.01795	.01120
255		.01911	.01752	.01618	.00953
256		.02158	.01979	.01827	.01147
257		.01969	.01805	.01666	.01037
258		.01947	.01785	.01648	.00953
259		.02878	.02639	.02436	.01476
260		.01687	.01546	.01428	.00804
261		.02170	.01990	.01837	.01146
262		.01957	.01794	.01656	.00975
263		.02209	.02026	.01870	.01173
264		.02016	.01848	.01706	.01060
265		.01992	.01827	.01686	.00975
266		.02878	.02639	.02436	.01511
267		.01726	.01582	.01461	.00823
268		.02221	.02036	.01880	.01173
269		.02002	.01836	.01695	.00998
270		.02261	.02073	.01913	.01200
271		.02061	.01890	.01745	.01085
272		.02040	.01870	.01726	.00998
5			.02080	.01920	.01873
6			.02080	.01920	.01873
7			.02080	.01920	.01873
8			.02080	.01920	.01873
9				.01921	.01873
10				.01921	.01873
11				.01921	.01873
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The undersigned BayBank Middlesex holder of a Condominium Construction Mortgage, Security Agreement and Assignment from Transworld Development Corp. to BayBank Middlesex dated August 29, 1985 and recorded with Worcester District Registry of Deeds, in Book 8919, Page 101, by its signature hereto, hereby assents to this Amendment No. 7 to the Master Deed, confirms that the recording of this Amendment No. 7 to the Master Deed shall not be a default by Transworld Development Corp. under the terms and conditions of said Condominium Construction Mortgage, Security Agreement and Assignment and subordinates the Condominium Construction Mortgage, Security Agreement and Assignment to this Amendment No. 7 whereby Phase VIII Salisbury West Condominium is created and made part of the Salisbury West Condominium pursuant to M.G.L. c.183A.

IN WITNESS WHEREOF, the said BAYBANK MIDDLESEX has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by Ronald W. Schneider, Sr. its Vice President this 28th day of November, 1986.

BAYBANK MIDDLESEX

By: Ronald W. Schneider, Sr.
Ronald W. Schneider, Senior, Vice President

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

November 28, 1986

Then personally appeared before me the above named Ronald W. Schneider, Senior, Vice President of BayBank Middlesex and acknowledged the foregoing instrument to be the free act and deed of said BayBank Middlesex.


Elizabeth R. Sandolst
Notary Public
My Commission Expires:

ELIZABETH R. SANDOLST
Notary Public
My Commission Expires August 14, 1988

(357)

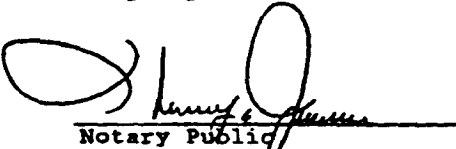
The undersigned Gerald Gross, holder of a Mortgage and Security Agreement from Transworld Development Corp. to Gerald Gross dated August 29, 1985 and recorded with Worcester District Registry of Deeds, in Book 8919, Page 127, by his signature hereto, hereby assents to this Amendment No. 7 to the Master Deed and confirms that the recording of this Amendment No. 7 to the Master Deed shall not be a default by Transworld Development Corp. under the terms and conditions of said Mortgage and Security Agreement and subordinates the Mortgage and Security Agreement to this Amendment No. 7 whereby Phase VIII of Salisbury West Condominium is created and made part of the Salisbury West Condominium pursuant to M.G.L. c.183A.

IN WITNESS my hand and seal this day this 28 th day of November , 1986.


Gerald Gross

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS November 28, 1986
Then personally appeared before me the above named Gerald Gross and acknowledged the foregoing instrument to be his free act and deed.


Notary Public

My Commission Expires:

Harvey A. Jacobson

11/25/88



The undersigned Lewis J. Busconi and Pukhra Mathur, Trustees of Oakwood Realty Trust u/d/t dated February 20, 1981 recorded with Worcester District Registry of Deeds in Book 7179, Page 158, holder of Mortgage and Security Agreement from Transworld Development Corp. to Lewis J. Busconi and Pukhra Mathur, Trustees of Oakwood Realty Trust which Mortgage and Security Agreement is dated August 29, 1985 and recorded with Worcester District Registry of Deeds, in Book 8919, Page 136, by their signatures hereto, hereby assent to this Amendment No. 7 to the Master Deed and confirm that the recording of this Amendment No. 7 to the Master Deed shall not be a default by Transworld Development Corp. under the terms and conditions of said Mortgage and Security Agreement and subordinate the Mortgage and Security Agreement to this Amendment No. 7 whereby Phase VIII of Salisbury West Condominium is created and made part of the Salisbury West Condominium pursuant to M.G.L. c.183A.

WITNESS our hands and seals this 8th day of December 1986.

Lewis J. Busconi
Lewis J. Busconi, Trustee,
Oakwood Realty Trust

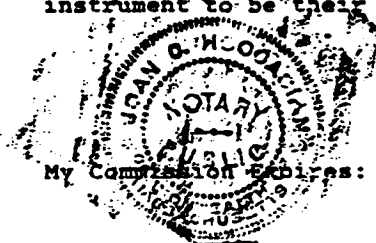
Pukhraj Mathur
Pukhraj Mathur, Trustee,
Oakwood Realty Trust

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX SS

Dec 8, 1986

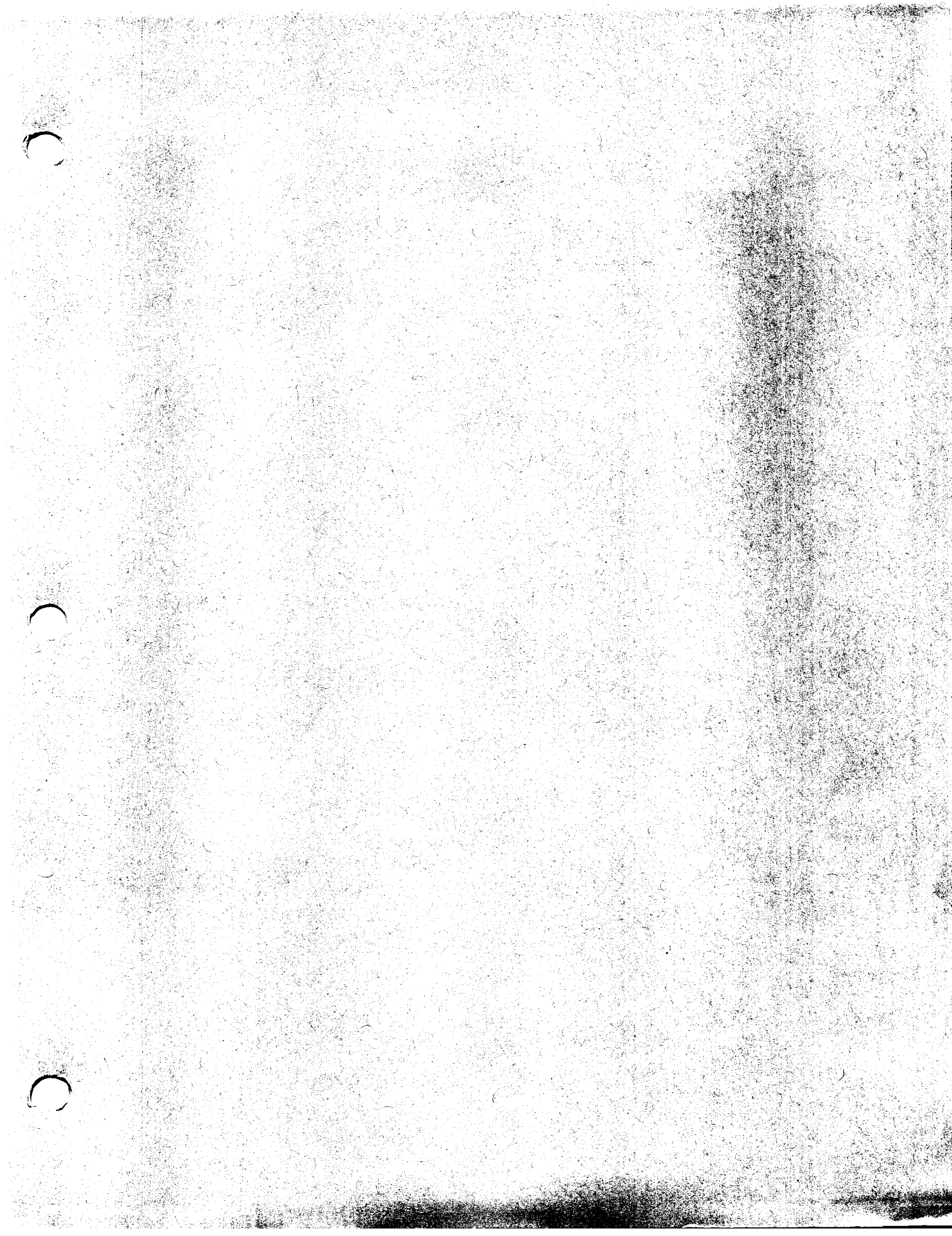
Then personally appeared before me the above named Lewis J. Busconi and Pukhraj Mathur and acknowledged the foregoing instrument to be their free act and deed.



Joan C. Hoogasian
Notary Public
Joan C. Hoogasian

Oct 12, 1990

Recorded DEC 12 1986 at 9:47 AM



SALISBURY WEST CONDOMINIUM

AMENDMENT NO. 8 TO THE MASTER DEED,

Reference is hereby made to a Master Deed, dated May 5, 1981, recorded with the Worcester District Registry of Deeds, Book 7234, Page 186, as amended by Amendment No. 1, dated October 23, 1981, and recorded with said Registry of Deeds, Book 7350, Page 341 and as further amended by Amendment No. 2, dated December 1, 1981 and recorded with said Registry of Deeds, Book 7375, Page 96, by Amendment No. 3 dated October 1, 1982 and recorded with said Registry of Deeds, Book 7569, Page 347, by Amendment No. 4 dated August 29, 1985 and recorded with said Registry of Deeds, Book 8919, Page 86 and by Amendment No. 5 dated November 13, 1985 and recorded with said Registry of Deeds, Book 9084, Page 255, by Amendment No. 6 dated September 23, 1986 and recorded with said Registry of Deeds, Book 9869, Page 10 and by Amendment No. 7 dated November 28, 1986 and recorded with said Registry of Deeds, Book 10043, Page 276.

Pursuant to Article 10 of the Master Deed, the Master Deed may be amended by an instrument in writing signed by the Owners of Units entitled to seventy-five (75%) percent or more in interest of the beneficial interest as defined in the Master Deed and signed and acknowledged by a majority of the Trustees of the Condominium Trust and by the Sponsor so long as the Sponsor shall own any units.

The undersigned constitutes the Owners of Units entitled to seventy-five (75%) percent or more in the beneficial interest and a majority of the Trustees of the Condominium Trust and the Sponsor.

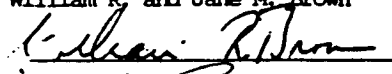
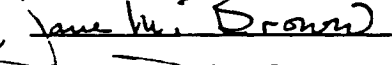
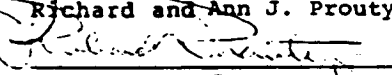
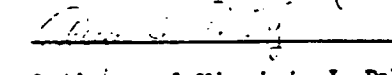

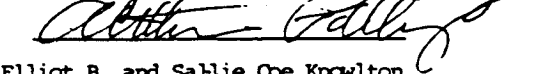
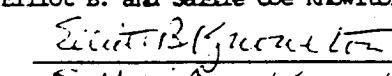
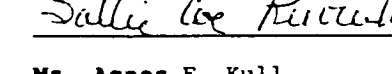
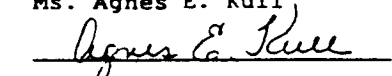
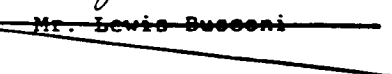
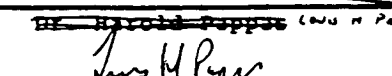
The Master Deed, Article 9(C)(b) is hereby amended as follows:

1. No Unit shall be rented, let, leased or occupied by others than the Owner thereof, excepting by an immediate relative of the Owner thereof who has first been approved in writing by said Trustees. For cause shown, the Trustees may revoke any such approval.

The Owner of any Unit who rents, lets, leases or permits the occupancy of said Unit in violation of this By-Law shall be assessed a charge of \$100.00 per diem for each day of violation. Said charges shall appear on the statement of common charges submitted to said Unit Owner by the Trustees and said charges shall constitute a lien on the Unit and collection of said charges shall be in accordance with Sections 5.2, 5.3, 5.4, 5.5 and 5.6 of Article V of the By-Laws.

SALISBURY WEST CONDOMINIUM
 AMENDMENT NO. 8 TO MASTER DEED

The Undersigned constitute the Owners of Units entitled to seventy-five (75%) percent or more in the beneficial interest:

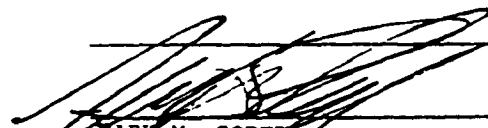
UNIT #	SIGNATURE	% INTEREST
TH #1	William R. and Jane M. Brown  	.01873
TH #2	Richard and Ann J. Prouty  	.01873
TH #3	Arthur and Virginia L. Palley  	.01873
TH #4	Elliot B. and Sallie Oe Knowlton  	.01873
TH #5	Ms. Agnes E. Kull 	.01873
TH #6	Mr. Lewis Busconi	.01873
TH #7	Mr. Harold Pappas (LOW N PAPPAS)  JH	.01873
TH #8	Ms. Marilyn G. Levitsky 	.01873
Suite 1	Mr. Lewis Busconi	.00714

This Amendment shall apply to the occupancy of all Units from and after the date hereof, but shall not apply to existing occupancies which have had the prior written approval of the Trustees and shall not apply to any Leases granted to the Developer for the purposes of offices and model display."

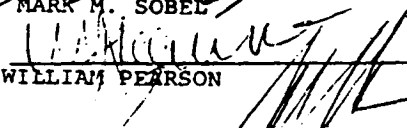
As hereby amended, the Master Deed remains in full force and affect.

WITNESS OUR HANDS AND SEALS THIS 18th DAY OF July 1986.

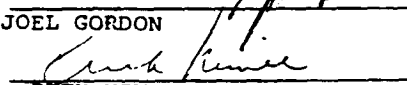
TRUSTEES OF THE SALISBURY WEST CONDOMINIUM TRUST



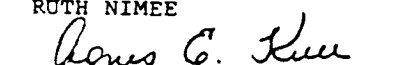
 MARK M. SOBEL



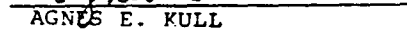
 WILLIAM PEARSON



 JOEL GORDON



 RUTH NIMEE



 AGNES E. KULL

THE ABOVE BEING A MAJORITY OF TRUSTEES..

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS. July 18, 1986

Then personally appeared JOEL GORDON, President of the Board of Trustees of the Salisbury West Condominium Trust, and acknowledged the foregoing instrument to be the free act and deed of the Trustees of the Salisbury West Condominium Trust, before me,





 Notary Public
 My Commission Expires: July 13, 1990

UNIT #	SIGNATURE	% INTEREST
Suite 2	Mrs. Florence E. Kuzdzal <i>Florence E. Kuzdzal</i>	.00714
Suite 3	Mrs. Anne E. Toto <i>Anne E. Toto</i>	.00793
Suite 4	Pauline C. Carter <i>Pauline C. Carter</i>	.01139
Suite 5	Herbert & Janice Rothschild	.01268
Suite 6	Maryie S. Higgins <i>Maryie S. Higgins</i>	.00869
Suite 7	William Pearson	.01029
Suite 8	Mr. Lewis Busconi	.00949
Suite 9	Mr. Lewis Busconi	.00721
Suite 10	Ms. Toby Skiest	.00721
Suite 11	Raymond Mender Rivera <i>Raymond Mender Rivera</i>	.00786
Suite 12	Winthrop H. & Marjorie H. McGown <i>Winthrop H. McGown</i> <i>Marjorie H. McGown</i>	.01120

UNIT #	SIGNATURE	% INTEREST
Suite 13	Mr. Lewis Busconi	.00953
Suite 14	Mrs. Freda A. Wald <i>Freda A. Wald</i>	.01147
Suite 15	Joel L. & Susan Gordon <i>Joel L. Gordon</i>	.01037
Suite 16	Mr. Lewis Busconi	.00953
Suite 17	Mr. Lewis Busconi	.00730
Suite 18	Mr. Lewis Busconi	.00730
Suite 19	Mrs. Elizabeth Lynch <i>Elizabeth Lynch</i>	.00812
Suite 20	Maxwell & Hannah L. Gould <i>Maxwell Gould</i> <i>Hannah L. Gould</i>	.01165
Suite 21	Jack Wolfe <i>Jack Wolfe</i>	.01255
Suite 22	Mrs. Marianne Segal <i>Marianne Segal</i>	.00885
Suite 23	Joyce G. Queen f/k/a Joyce Gewandter <i>Joyce G. Queen</i>	.01053

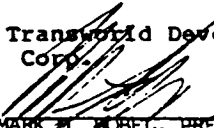
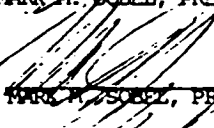
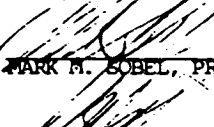
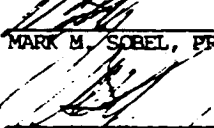
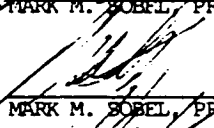
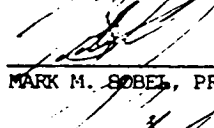
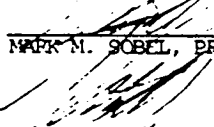

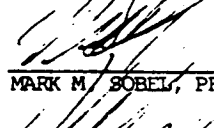
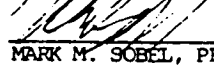

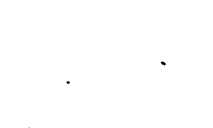
UNIT #	SIGNATURE	INTEREST
Suite 24	Mrs. Fannie Gordon <i>Fannie Gordon</i>	.00971
Suite 25	Joseph & Betty-Lou Gottlieb <i>Joseph Gottlieb</i> <i>Betty Lou Gottlieb</i>	.01476
Suite 26	Mr. Louis Busconi	.00804
Suite 27	Helen B. Abounader <i>Helen B. Abounader</i>	.01146
Suite 28	Melvin & Sylvia Goldman <i>Melvin Goldman</i> <i>Sylvia Goldman</i>	.00975
Suite 29	Mr. Harry Katzeff <i>Harry Katzeff</i>	.01173
Suite 30	Mrs. Jeanne Gordon	.01060
Suite 31	Mrs. Ida Joseph <i>Stephen Joseph trustee</i>	.00975
Suite 32	Aaron B. & Jeanne Wolpert <i>Jeanne Wolpert</i> <i>Aaron B. Wolpert</i>	.00747


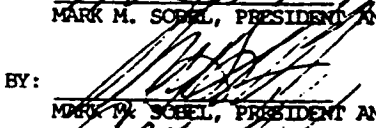
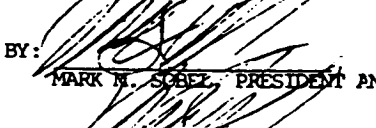
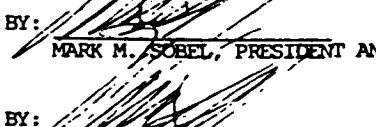
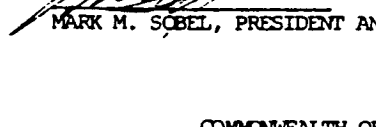
UNIT #	SIGNATURE	% INTEREST
Suite 33	Mr. & Mrs. Michael Cowell	.00747
Suite 34	Ms. Ruth Nimee <i>Ruth Nimee</i>	.00831
Suite 35	Thelma M. Talbert <i>Thelma M. Talbert</i>	.01192
Suite 36	Aviva Freeland <i>Aviva Freeland</i>	.01284
Suite 37	Ms. Maureen Monahan <i>Maureen Monahan</i>	.00907
Suite 38	Mr. Jack Kloots <i>Jack Kloots</i>	.01070
Suite 39	Sandra Herch & Michael Gordon	.00994
Suite 40	Raymond F. & Gloria S. Richard <i>Raymond F. Richard</i> <i>Gloria S. Richard</i>	.01511
Suite 41	Mrs. Katherine E. St. Pierre <i>Katherine E. St. Pierre</i>	.00823

<u>UNIT #</u>	<u>SIGNATURE</u>	<u>% INTEREST</u>
Suite 42	Louis & Ann Kulin <i>Ann Kulin - Louis Kulin</i>	.01173
Suite 43	Joel Robbins <i>Joel Robbins</i>	.00998
Suite 44	Mrs. Rhoda M. Seagle <i>Rhoda M. Seagle</i>	.01200
Suite 45	Ms. Jane V. Hawkes <i>Jane V. Hawkes</i>	.01085
Suite 46	Eugene L. Oriol <i>Eugene L. Oriol</i>	.00998

<u>UNIT #</u>	<u>SIGNATURE</u>	<u>% INTEREST</u>
TH #9	Barbara Dean	.01873
TH #10	Transworld Development <i>Transworld Development</i> <i>Dr. Mark M. Sobel President</i> MARK M. SOBEL	.01873
TH #11	Dr. Gary Wolf <i>Gary Wolf</i>	.01873
TH #12	Neal and June Henderson	.01873

SALISBURY WEST CONDOMINIUM
 AMENDMENT NO. 8 TO MASTER DEED

<u>UNIT #</u>	<u>SIGNATURE</u>	<u>% INTEREST</u>
TH #13	Transworld Development Corp.	.01873
	BY:  MARK M. SOBEL, PRESIDENT AND TREASURER	
TH #14		.01873
	BY:  MARK M. SOBEL, PRESIDENT AND TREASURER	
TH #15		.01873
	BY:  MARK M. SOBEL, PRESIDENT AND TREASURER	
TH #16		.01873
	BY:  MARK M. SOBEL, PRESIDENT AND TRFASURER	
TH #17		.01873
	BY:  MARK M. SOBEL, PRESIDENT AND TRFASURER	
TH #18		.01873
	BY:  MARK M. SOBEL, PRESIDENT AND TRFASURER	
TH #19		.01873
	BY:  MARK M. SOBEL, PRESIDENT AND TRFASURER	
TH #20		.01873
	BY:  MARK M. SOBEL, PRESIDENT AND TRFASURER	
TH #21		.01873
	BY:  MARK M. SOBEL, PRESIDENT AND TRFASURER	
TH #22		.01873
	BY:  MARK M. SOBEL, PRESIDENT AND TRFASURER	
TH #23		.01873
	BY:  MARK M. SOBEL, PRESIDENT AND TRFASURER	
TH #24		.01873
	BY:  MARK M. SOBEL, PRESIDENT AND TRFASURER	

UNIT #	SIGNATURE	% INTEREST
TH #25		.01873
	BY: MARK M. SOBEL, PRESIDENT AND TREASURER	
TH #26		.01873
	BY: MARK M. SOBEL, PRESIDENT AND TREASURER	
TH #27		.01873
	BY: MARK M. SOBEL, PRESIDENT AND TREASURER	
TH #28		.01873
	BY: MARK M. SOBEL, PRESIDENT AND TREASURER	
TH #29		.01873
	BY: MARK M. SOBEL, PRESIDENT AND TRFASURER	

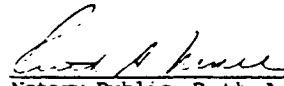
COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

December 11, 1986

Then appeared the above-named MARK M. SOBEL, President and Treasurer of Transworld Development Corporation and acknowledges the foregoing instrument and the signatures thereto to be the free act and deed of Transworld Development Corporation.




Notary Public Ruth A. Nimee
My Commission Expires
March 21, 1991

Recorded JAN 9 1987 at 9 h. 57 m. A.M.

SALISBURY WEST CONDOMINIUM

AMENDMENT NO. 9

TO THE MASTER DEED

Reference is hereby made to a Master Deed, dated May 5, 1981, recorded with the Worcester District Registry of Deeds, Book 7234, Page 186, as amended by Amendment No. 1, dated October 23, 1981, and recorded with said Registry of Deeds, Book 7350, Page 341 and as further amended by Amendment No. 2, dated December 1, 1981 and recorded with said Registry of Deeds, Book 7375, Page 96, by Amendment No. 3 dated October 1, 1982, and recorded with said Registry of Deeds, Book 7569, Page 347, by Amendment No. 4 dated August 29, 1985 and recorded with said Registry of Deeds, Book 8919, Page 86 and by Amendment No. 5 dated November 13, 1985 and recorded with said Registry of Deeds, Book 9084, Page 255, and by Amendment No. 6 dated September 23, 1986 and recorded with said Registry of Deeds, Book 9869, Page 10, and by Amendment No. 7 dated November 28, 1986 and recorded with said Registry of Deeds, Book 10043, Page 276, and by Amendment No. 8 dated July 18, 1986 and recorded with said Registry of Deeds, Book 10134, Page 163.

Pursuant to Article 10 of the Master Deed, the Master Deed may be amended by an instrument in writing signed by the Owners of Units entitled to seventy-five (75%) percent or more in interest of the beneficial interest as defined in the Master Deed and signed and acknowledged by a majority of the Trustees of the Condominium Trust and by the Sponsor so long as the Sponsor shall own any units.

The undersigned constitutes the Owners of Units entitled to seventy-five (75%) percent or more in the beneficial interest and a majority of the Trustees of the Condominium Trust and the Sponsor.

The Master Deed, Article 9(C)(b) is hereby amended as follows:

1. No Unit shall be rented, let, leased or occupied by others than the Owner thereof, excepting by an immediate relative of the Owner thereof who has first been approved in writing by said Trustees and excepting when the Owner, for a temporary period not to exceed two (2) years in length, is unable to personally occupy said Unit and the Owner shall have received the prior written approval by the Trustees for the rental, letting, leasing or occupancy by others than the Owner for said temporary period which shall not exceed two (2) years. For cause shown, the Trustees may revoke any such approval granted pursuant to this paragraph.

JUN 16 11:07 AM '87

- 2. No Unit Owner shall own or hold a legal, beneficial, contractual or other interest in more than two (2) units of the condominium at any one time and shall at all times be subject to the provisions of paragraph 1 above.

The Owner of any Unit who rents, lets, leases or permits the occupancy of said Unit in violation of paragraph 1 or 2 above shall be assessed a charge of \$100.00 per diem for each day of violation. Said charges shall appear on the statement of common charges submitted to said Unit Owner by the Trustees and said charges shall constitute a lien on the Unit and collection of said charges shall be in accordance with Sections 5.2, 5.3, 5.4, 5.5 and 5.6 of Article V of the By-Laws.

This Amendment shall apply to the occupancy of all Units from and after the date hereof, but shall not apply to existing occupancies which have had the prior written approval of the Trustees and shall not apply to any Leases granted to the Developer for the purposes of offices and model display.

As hereby amended, the Master Deed remains in full force and affect.

WITNESS OUR HANDS AND SEALS THIS 11th DAY OF February, 1987.

Mei Goldman
 Mei Goldman, Trustee

Joel L. Gordon
 Joel L. Gordon, Trustee

Joseph R. Carter
 Joseph R. Carter, Trustee

Agnes E. Kull
 Agnes E. Kull, Trustee

Ruth Nimee
 Ruth Nimee, Trustee

Elliott B. Knowlton
 Elliott B. Knowlton, Trustee

TRANSWORLD DEVELOPMENT CORP.

By: *Mark M. Sobel*
 President & Treasurer-Sponsor
 Mark M. Sobel

THE ABOVE BEING A MAJORITY OF TRUSTEES

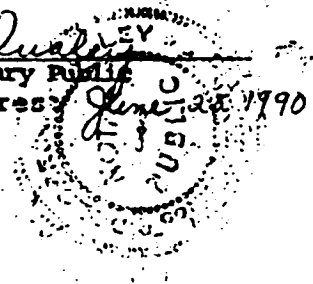
COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

February 11, 1987


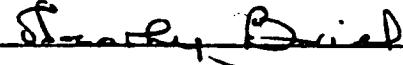

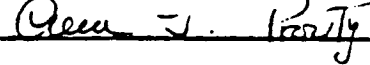
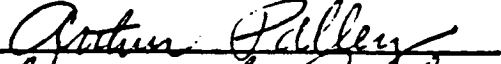

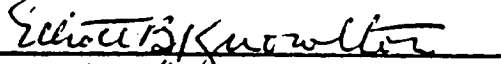

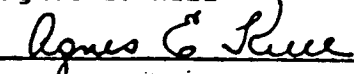
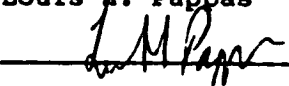
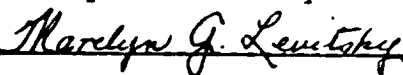
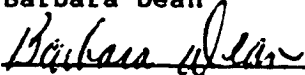

Then personally appeared ^{L.} JOEL GORDON, President of the Board of Trustees of the Salisbury West Condominium Trust, and acknowledged the foregoing instrument to be the free act and deed of the Trustees of the Salisbury West Condominium Trust, and his free act and deed, before me:

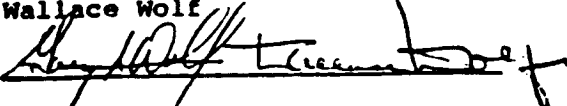
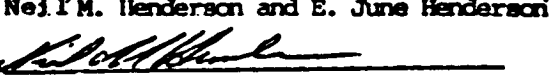
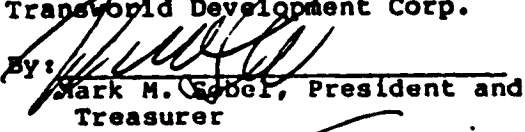
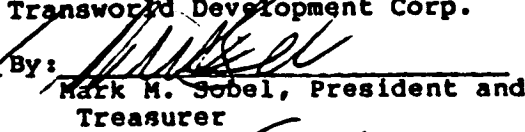
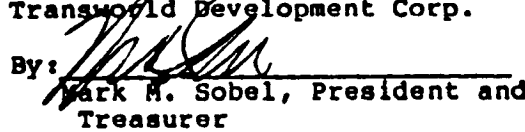
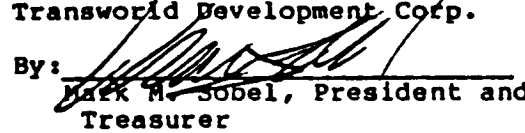

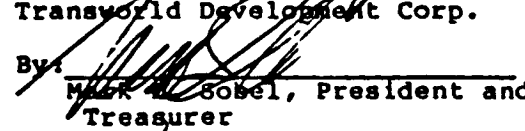
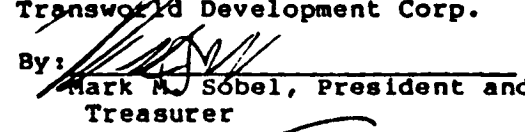

Dolores M. Qualey
Dolores M. Qualey, Notary Public
My Commission Expires *June 28, 1990*



SALISBURY WEST CONDOMINIUM
 AMENDMENT NO. 9 TO MASTER DEED

The Undersigned constitute the Owners of Units entitled to seventy-five (75%) percent or more in the beneficial interest:

<u>UNIT#</u>	<u>SIGNATURE</u>	<u>% INTEREST</u>
TH #1	Karl and DOROTHY Briel  	.01873
TH #2	Richard and Ann J. Prouty  	.01873
TH #3	Arthur and Virginia L. Palley  	.01873
TH #4	Elliott B. and Sallie Coe Khowlton  	.01873
TH #5	Agnes E. Kull 	.01873
TH #6	Lewis Busconi	.01873
TH #7	Louis M. Pappas 	.01873
TH #8	Marilyn G. Levitsky 	.01873
TH #9	Barbara Dean 	.01873
TH #10	Allan Mason 	.01873

TH #	SIGNATURE	% INTEREST
TH #11	Wallace Wolf 	.01873
TH #12	Neil M. Henderson and E. June Henderson 	.01873
TH #13	Transworld Development Corp. By:  Mark M. Sobel, President and Treasurer	.01873
TH #14	Transworld Development Corp. By:  Mark M. Sobel, President and Treasurer	.01873
TH #15	Transworld Development Corp. By:  Mark M. Sobel, President and Treasurer	.01873
TH #16	William Pearson	.01873
TH #17	Transworld Development Corp. By:  Mark M. Sobel, President and Treasurer	.01873
TH #18	James S. & Carol Gratton 	.01873
TH #19	Transworld Development Corp. By:  Mark M. Sobel, President and Treasurer	.01873
TH #20	Transworld Development Corp. By:  Mark M. Sobel, President and Treasurer	.01873
TH #21	Transworld Development Corp. By:  Mark M. Sobel, President and Treasurer	.01873

2/11/80

UNIT #

SIGNATURE

% INTEREST

~~Suite 5 Herbert and Janice Rothschild .01268~~

Suite 6 Mary W. Higgins .00869

Mary W. Higgins

Suite 7 Patricia M. Owens .01029

Patricia M. Owens

~~Suite 8 Lewis Busconi .00949~~

~~Suite 9 Lewis Busconi .00721~~

~~Suite 10 Toby Skiest .00721~~

Suite 11 C. E. Kylander .00786

C. E. Kylander

Suite 12 Winthrop H. and Marjorie H. McGown .01120

Winthrop H. McGown
Marjorie H. McGown

~~Suite 13 Lewis Busconi .00953~~

Suite 14 Freda A. Wald .01147

Freda A. Wald

Suite 15 Joel L. and Susan K. Gordon .01037

Joel L. Gordon
Susan K. Gordon

~~Suite 16 Lewis Busconi .00953~~

~~Suite 17 Lewis Busconi .00730~~

2/1/77

<u>UNIT #</u>	<u>SIGNATURE</u>	<u>% INTEREST</u>
Suite 18	Lewis Busconi	.00730
Suite 19	Elizabeth B. Lynch <i>Elizabeth B. Lynch</i>	.00812
Suite 20	Maxwell and Hannan K. Gould <i>Maxwell Gould</i> <i>Hannan K. Gould</i>	.01165
Suite 21	Jack Wolfe <i>Jack Wolfe</i>	.01255
Suite 22	Marianna B. Segal <i>Marianna B. Segal</i>	.00885
Suite 23	Joyce Queen f/k/a Joyce Gewandter <i>Joyce Queen</i>	.01053
Suite 24	Fannie Gordon <i>Fannie Gordon</i>	.00971
Suite 25	Joseph and Betty-Lou Gottlieb <i>Joseph and Betty-Lou Gottlieb</i>	.01476
Suite 26	Lewis Busconi	.00804
Suite 27	Helen B. Abounader <i>Helen B. Abounader</i>	.01146
Suite 28	Malvin and Sylvia Goldman <i>Malvin and Sylvia Goldman</i>	.00975
Suite 29	Richard Katzoff	.01173
Suite 30	Jeanne Gordon	.01060
Suite 31	Stephen Joseph, Trustee	.00975

2/1/67

UNIT #	SIGNATURE	% INTEREST
Suite 32	Aaron B. and Jeanne Wolpert <u>Aaron B. Wolpert</u> <u>Jeanne Wolpert</u>	.00747
Suite 33	Michael Cowell	.00747
Suite 34	Ruth Nimee <u>Ruth Nimee</u>	.00831
Suite 35	Thelma M. Talbert <u>Thelma M. Talbert</u>	.01192
Suite 36	Aviva Freeland <u>Aviva Freeland</u>	.01284
Suite 37	Maureen A. Monahan <u>Maureen A. Monahan</u>	.00907
Suite 38	Jack Kloots	.01070
Suite 39	Michael Gordon Samara Gordon SLH	.00994
Suite 40	Raymond F. and Gloria S. Richard <u>Raymond F. Richard</u> <u>Gloria S. Richard</u>	.01511
Suite 41	Katherine E. St. Pierre <u>Katherine E. St. Pierre</u>	.00823
Suite 42	Louis and Ann Kulin <u>Louis Kulin</u> <u>Ann Kulin</u>	.01173
Suite 43	Joel Robbins	.00998
Suite 44	Rhoda M. Seagle <u>Rhoda M. Seagle</u>	.01200

<u>UNIT #</u>	<u>SIGNATURE</u>	<u>% INTEREST</u>
Suite 45	Jane V. Hawkes <i>Jane V. Hawkes</i>	.01085
Suite 46	Eugene L. Oriol	.00998

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, S. S.

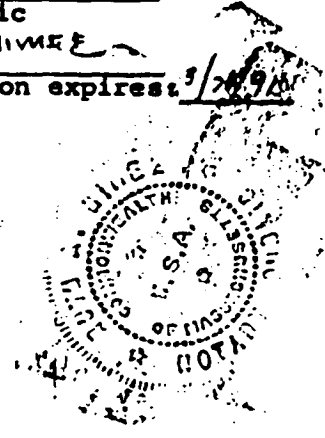
February 11, 1987

THEM Personally appeared the above-named MARK M. SOBEL, President & Treasurer Transworld Development Corporation and acknowledged the foregoing instrument to be the free act and deed of Transworld Development Corporation, before me

Ruth A. Nimee
Notary Public
RUTH A. NIMEE

My commission expires: 3/28/91

My Commission Expires 3/1/91



ATTEST: WORC., Anthony J. Vigliotti, Register

2/11/87