

MASTER DEED
OF
SALISBURY WEST CONDOMINIUM

Lewis J. Busconi and Lawrence Remby, both of Hopkinton, Middlesex County, Massachusetts, as they are Trustees of Oakwood Realty Trust under a Declaration of Trust dated February 20, 1981, recorded with the Worcester District Registry of Deeds in Book 7179, Page 158, (hereinafter with their successors and assigns called the "Sponsor"), being the owners of the land situated on Salisbury Street, Worcester, Worcester County, Massachusetts, described in Exhibit "A" attached hereto by duly executing and recording this Master Deed, do hereby submit said land, together with the buildings and improvements now or hereafter erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter collectively called the "Property"), to the provisions of Chapter 183A of the General Laws of Massachusetts (as from time to time amended, hereinafter referred to as "Chapter 183A"), and do hereby state that they propose to create, and do hereby create, with respect to the Property, a condominium to be governed by and subject to the provisions of Chapter 183A.

1. Name of Condominium and Trust Through Which Managed.

The name of the Condominium shall be Salisbury West Condominium; said Condominium will be developed in eight (8) phases, designated as Phase I through Phase VIII, by Amendments to this Master Deed, as hereinafter provided in Paragraph 10, said phases being shown on a plan entitled, "Phase Plan Of Salisbury West Condominium, to be filed herewith (hereinafter sometimes called "Plans"). A trust through which the Unit Owners will manage and regulate the Condominium has been established under the name of Salisbury West Condominium Trust under

Don
Book
464
Plan 103+
104

Plan Book
486
Plan 79080

See pages ✓
211, 241, 244
+ 246 ✓

Book 7350
Page 341

Book
775

Page 96
Book 8919
Page 86

Book 9084
Page 255

Book 9869
Page 10

Book 10043
Pages 274 }
288 }

Book 10198
Page 385
Book 16550

*Book 10922
Page 209
Amendment
B. 12/30
P. 229*

Declaration of Trust to be recorded herewith (hereinafter sometimes referred to as the "Trust"). All Unit Owners are cestuis que trustent of said Trust in proportion to their respective Beneficial Interests. The name and address of the original trustee hereof is LEWIS J. BUSCONI, 2 Wood Street, Hopkinton, Massachusetts. The Trustee of the Trust and any additional trustees as may be added, pursuant to the terms of the trust are hereinafter collectively referred to as the "Trustees", which term shall include their successors in trust.

The terms of said Declaration of Trust have been enacted as, and comprise, the By-Laws of the Trust provided for in Chapter 183A.

2. Description of Land.

The premises which constitute the Condominium comprise the land situated in Worcester, Massachusetts, together with buildings and improvements thereon, and to be built thereon, as shown on the Plans and are more particularly described in Exhibit "A" attached hereto. Said land is subject to taxes assessed for the current tax year, municipal liens, if any, and is subject to and with the benefit of easements, encumbrances, restrictions, reservations, agreements and appurtenant rights of record, so far as the same may now be in force and applicable, as are more particularly described in Exhibit "A", and subject further to the right reserved in the Sponsor to grant easements across said land for the installation of utilities and the right to use the roadways and paths for vehicular and pedestrian traffic.

The premises are subject to and with the benefit of the right in common with others now or hereafter entitled to use the roads as shown on the Plans hereinbefore referred to, for all purposes for which streets and ways are used in the City of Worcester, including,

but not limited to, the right of the Sponsor to use not only said ways, as shown on said Plans, but also all other accessways to the individual condominium units such as may be necessary to afford access to other land, together with the right to reconstruct and/or relocate within the layout of 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.

3. Description of Building.

Until the Amendment of the Master Deed, as hereinafter provided, to create a subsequent phase or phases of the Condominium, the Units of the Condominium shall be only those included within the Building on Phase I as shown on the Plans to be recorded herewith.

The location of the Building in Phase I, together with the proposed location of Buildings in Phases II through VIII inclusive, is as shown on the Plans to be filed herewith. The description of the Building as built, in Phase I of the Condominium, stating the number of stories, the number of Units and the principal materials of which it is constructed, is set forth and described in Exhibit "B" attached hereto.

4. Description of Units.

The Condominium Units in Phase I and their designations, location, approximate area, number of rooms, immediately accessible common areas, undivided interest in the common areas, and other descriptive specifications thereof are set forth in Exhibit "C" attached hereto and as shown on Unit Plans to be filed herewith.

The percentage of interest of the respective Units in the Common Elements set forth in Exhibit "C", have been determined on the basis of the approximate relation which the fair value of each Unit on the date hereof bears to the aggregate fair value of all the Units as of this date.

5. Common Elements.

The Common Areas and Facilities of the Condominium (hereinafter called the "Common Elements") consist of that portion of the property, as defined above, contained on Phase I as shown on the Phase Plans entitled, "Phase Plan Of Salisbury West Condominium, Owned By Lewis J. Busconi & Lawrence Remby, Trustees of OAKWOOD REALTY TRUST, Salisbury Street, Worcester, Massachusetts, Scale 1 inch = 40 feet, Drawn By Cullinan Engineering Co., Inc., Auburn-Boston, Massachusetts, May 7, 1981", which plan is to be recorded herewith, exclusive of the Units, (as defined in Massachusetts General Laws, Chapter 183A), including, without limitation, the following:

- (a) That portion of the land described in Exhibit "A", shown as Phase I on the Phase Plans referred to above, with the benefit of and subject to all rights, easements, restrictions, reservations, agreements and appurtenances of record, so far as the same may now be in force and applicable. The land shown on Phases II through VIII inclusive on said Phase Plans referred to above, shall not constitute common areas;
- (b) All areas of each 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 and without limiting the generality of the foregoing;
- (c) The foundations, structural columns and elements, studs, supports, beams, girders, floors, basements of all Units, except town house units, roofs, fire escapes, and those portions of the exterior walls, common walls, party walls, floors and ceilings which are not a part of the Unit.

- (d) All Building entrances, vestibules, public hallways, public stairways and elevators, and all improvements thereto, equipment and fixtures therein and other features and facilities thereof;
- (e) Installations of services such as power, light, gas, hot and cold water, heating, air conditioning, and waste disposal, including all equipment attendant thereto (but not including equipment contained within and servicing a single Unit);
- (f) All conduits, ducts, pipes, plumbing, wiring, electric meters and gas (but not including meters contained within and servicing a single Unit), rubbish closets, and other facilities for the furnishing of utility services which are contained in portions of the Building contributing to the structure or support thereof, and all such facilities contained within any Unit which serve parts of the Condominium other than the Unit within which such facilities are contained, together with an easement of access thereto in favor of the Trustees of Salisbury West Condominium Trust for maintenance, repair and replacement of the like; all other apparatus and installations existing in the Building for common use or necessary or convenient to the existence, maintenance or safety of the Building;
- (g) All sewer and drainage pipes, not within the borders of the Unit;
- (h) All areas of the Building containing central heating and central air conditioning apparatus, not within the borders of the Unit;

- (i) The basement storage areas and the storage enclosures located in the basement storage area of each building, (exclusive of the Town House Units), provided, however, that each Unit (except the Town House Units) shall have appurtenant thereto the exclusive right and easement to use the storage enclosure designated for that Unit, provided, however, that any such rights and easement to the storage enclosure so designated, shall be automatically transferred to any buyer of a Condominium Unit who accepts delivery of a Deed to such Unit from the Owner thereof;
- (j) The patios and bulkheads contiguous to the Town House Units, provided, however, that each Town House Unit shall have appurtenant thereto the exclusive right and easement to use the patio and bulkhead shown on the Plans as contiguous thereto, subject to the right of other Unit Owners to pass through the patio in the event of fire or other emergency requiring such use;
- (k) The yards, lawns, gardens, walkways, common passageways, clubhouse, pool and tennis courts (the clubhouse, pool and tennis courts will be a portion of Phase III, and will not be constructed until the summer of 1982), and other improved or unimproved areas not within the Units, provided, however, that each Unit shall have appurtenant thereto the exclusive right and easement to use one (1) designated indoor, and one (1) designated outdoor parking space to be assigned to it, it being understood that such assigned parking spaces, in some instances, will be in a different Phase than the Unit with the

appurtenant exclusive right and easement to such parking spaces, with the power to change such assignment, from time to time, by the Trustees of Salisbury West Condominium Trust; all exterior railings, retaining walls, walls, steps, sill-cocks, lighting fixtures and plants; and provided, however, that each Unit Owner whose Unit has direct access from the interior of his Unit to a deck adjacent to his Unit shall have an easement for the exclusive use of such deck;

- (1) All other items listed as such in Chapter 183A and located on the Property.

The Owners of each Unit shall be entitled to use the Common Elements in accordance with their intended use and shall own an undivided interest in the Common Elements in the percentage set forth in Exhibit "C" hereto for such Unit. The Common Elements shall be used, owned, and regulated in accordance with and subject to the provisions of the Salisbury West Condominium Trust, and its By-Laws, as now exist or as may from time to time be amended, and subject also to the Rules and Regulations promulgated pursuant thereto and subject also to the assignment of parking spaces, storage enclosures, if any, or otherwise in certain Common Elements to a particular Unit Owner. The percentage of the undivided interest in the Common Elements shall not be separated from the Unit to which it appertains, and shall be deemed to be conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance, mortgage or other instrument.

6. Pipes, Wires, Flues, Ducts, Cables, Conduits, Public Utility Lines And Other Common Elements Located Inside Of Units; Right of Access.

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 or elsewhere in the Condominium 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, located in such Unit and serving other Units. The manager, the managing agent, and any other person authorized by the Trustees or by the manager or the managing agent, shall have a right of access to each Unit, at reasonable times, and upon reasonable notice, except in emergencies, for the purpose of making inspections or for the purpose of correcting any conditions originating in any Unit and threatening another Unit, or a Common Element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in any Unit or elsewhere in the Building. In case of an emergency such right of entry shall be immediate whether the Unit Owner is present at the time or not.

7. Encroachments.

If any portion of the Common Elements encroaches upon any Unit, or if any Unit encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of (a) alteration or repair to the Common Elements made by or with the consent of the Trustees or (b) settling of all or any portion of any Building, or (c) repair or restoration of any Building or any Unit after damage by fire or other casualty, or (d) condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building stands.

8. Floor Plans.

Simultaneously with the recording hereof there has been recorded a set of the floor plans of the Buildings, in Phase I of the Condominium, showing the layout, location, Unit numbers and dimensions of the Units, stating the name of the Buildings or that they have no name, and bearing the verified statement of a registered architect or engineer or land surveyor, certifying that the plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units as built.

9. Use Of The Buildings And The Units; And Restrictions On Use Of The Buildings And Units.

The purposes for which the Buildings, and the Units and Common Elements are intended to be used are as follows:

- (A) Each of the Units may be used only for residential purposes permitted by the zoning laws of the City of Worcester, subject, in all events, to the further restrictions set forth below in this Paragraph 9; provided, however, that such Units may be used by the Sponsor for other purposes pursuant to provisions of Sub-Paragraph (D) of this Paragraph 9;
- (B) Each parking space on the Property is intended to be used for the parking of currently registered and licensed private passenger cars in operating condition of Unit Occupants and their guests and invitees, and not for trucks, boats, trailers or other vehicles or items except with the prior written permission of the Trustees, provided, however, that such parking spaces may be used by the Sponsor for other purposes pursuant to provisions of Sub-Paragraph D of this Paragraph 9.

- (C) The Units and the Common Elements shall be subject to the restrictions that, unless otherwise permitted by instrument in writing, duly executed by the Trustees pursuant to provisions of the Trust:
- (a) no business activities of any nature shall be conducted in any such Unit, except as provided in Sub-Paragraph (D) of this Paragraph 9;
 - (b) no Unit shall be rented, let, leased or licensed for use and occupancy by others than the Owner thereof except to persons who have first been approved, in writing, by the Trustees, provided, however, that such right of approval shall not be exercised so as to restrict use or occupancy of Units because of race, creed, color, sex, or national origin, nor otherwise unreasonably withheld;
 - (c) no animals or reptiles of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that dogs, cats or other household pets may be kept in Units, but subject to the Rules and Regulations adopted by the Trustees, provided that they are not kept, bred or maintained for any commercial purposes, and provided further that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon ten (10) days' written notice from the Trustees. In no event shall any pet be permitted in any portion of the Common Elements, unless carried or on a leash, or in any grass

or landscaped area under any circumstances, except that a Unit Owner's pet shall be permitted on the deck, if any, in which Unit Owner has an exclusive easement as herein provided. If a Unit Owner's or Occupant's pet defecates on any portion of the Common Elements, other than the non-landscaped wooded areas, such Unit Owner or Occupant shall promptly clean it up; (d) the architectural integrity of the Buildings and the Units shall be preserved without modification, and to that end, without limiting the generality; no porch, deck, balcony, terrace, garden, balcony or yard enclosure, awning, screen, antenna, sign, (including "for sale" and "for rent" signs), banner or other device and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any such Unit or any part thereof; no addition to or change or replacement of any exterior light, door knocker or other exterior hardware shall be made; and no painting, attaching of a decal or other decoration shall be done on any exterior surface of any window; (e) all maintenance and use by Unit Owners of patios, decks, lights and other facilities shall be done so as to preserve the appearance and character of the same and of the Property without modification; (f) all use and maintenance of the Units shall be conducted in a manner consistent with the comfort and convenience of the occupants of other Units and in accordance with provisions of rules and regulations with respect thereto, from time to time promulgated by the Trustees; (g) any and all recreational facilities included as a part of the Condominium are and shall be common facilities to be used only for the private recreation and enjoyment of the Unit Owners and their families and guests, subject to provisions of the By-Laws of the Salisbury West Condominium Trust and to the Rules and Regulations promulgated pursuant thereto; (h) no nuisance shall be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession

or proper use of the property by its residents; (i) no immoral, improper, offensive or unlawful use shall be made of the Property, 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 or said Unit and relating to the Common Elements shall be eliminated by the Trustees; (j) for soundproofing purposes all Units must, at all times, have floor coverings of the same basic characteristics as those initially provided or offered by the Sponsor, or other floor coverings approved in writing by the Trustees; (k) a Unit Owner shall not place or cause to be placed in or on any of the Common Elements, other than a deck or patio to which such Unit Owner has exclusive rights, any furniture, packages, or objects of any kind. No clotheslines or other objects deemed objectionable by the Trustees shall be placed in any of the Common Elements. There shall be no parking on the Property except in the assigned parking spaces; and parking in said spaces shall be limited to those having rights to park in same.

Said restrictions shall be for the benefit of the Unit Owners and the Trustees as the persons in charge of the Common Areas and Facilities, shall be enforceable solely by said Trustees, may be waived in specific cases by the Trustees, and shall, insofar as permitted by law, be perpetual; and to that end, 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. No Unit Owner shall be liable for any breach of the provisions of this Paragraph, except such as occur during his or her ownership thereof.

(D) Notwithstanding anything to the contrary contained herein, the Sponsor may, until all of said Units have been sold by said Sponsor and until exclusive easements for all parking spaces on the Property have been conveyed by Sponsor, (i) use any Units owned by the Sponsor as models for display, as offices and/or as storage areas or for any other uses which he deems necessary or desirable in connection with the construction, sale, or leasing of Units, (ii) use any parking spaces, exclusive easements for the use of which have not then been conveyed by the Sponsor, for parking of automobiles and trucks, for storage, and also for any uses which he deems necessary or desirable in connection with the construction, sale or leasing of Units; (iii) lease unsold Units; and (iv) place signs on the land and buildings, including "for sale" and "for rent" signs.

(E) A majority of the Trustees then in office may, by an instrument in writing and in accordance with the provisions of the Declaration of Trust, adopt such rules and regulations from time to time as they may determine to be necessary or appropriate to ensure that the Buildings and Units are used for the purposes set forth in this Paragraph, and to protect the architectural integrity of the Buildings.

Nothing hereinbefore contained shall be so construed as to restrict the right of any Unit Owner to decorate the interior of his Unit in accordance with his own wishes or to change the use and designation of any room or space in the interior of such Unit from the designation and the implied use resulting from said designation set forth on the Plans to be filed herewith (subject, however, to the restrictions herein contained as to uses), or to prohibit the Owner of any Unit from remodeling the interior of such Unit provided that any and all such work shall be done in a good and workmanlike manner pursuant to a building permit duly issued therefor, if required by law, and provided further that the Owner of such Unit

shall first submit plans and specifications of the work to be accomplished to the Board of Trustees of Salisbury West Condominium Trust, together with a written request for approval thereof and shall not commence said work until such approval shall have been received in writing. The failure of the Board of Trustees to act upon any such written request within thirty (30) days, shall be deemed to constitute approval.

10. Amendments of Master Deed.

This Master Deed may be amended by an instrument in writing (a) signed by the Owners of Units entitled to seventy-five (75%) percent or more in interest of the Beneficial Interests; (b) signed and acknowledged by a majority of the Trustees of the Trust; and (c) duly recorded with the Worcester Registry of Deeds,

PROVIDED, HOWEVER, that:

- (i) No instrument of amendment shall be effective unless also signed by the Sponsor, so long as the Sponsor owns any of the Units;
- (ii) 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 and effect unless and until the same has been so recorded within six (6) months after such date;
- (iii) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the Owner of the Unit or Units so altered;
- (iv) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of Chapter 183A shall be of any force or effect;

- (v) If the amendment involves a change in percentage interest, such vote shall be by one hundred percent (100%) in interest of the Unit Owners, in addition to the written consent of the holders of all first mortgages on all the mortgaged Units; PROVIDED, HOWEVER, that this Master Deed may be amended without the consent of any Unit Owner or any Mortgagee by the Sponsor or his successors in interest as to all or any portion of Phases II Through VIII inclusive, as shown on the Plans referred to in Paragraph 1 of this Master Deed, so as to subject all or any portion of Phases II through VIII inclusive to Chapter 183A of the General Laws of Massachusetts. The Sponsor shall have the right prior to creating each phase to change the number, size, layout, location and percentage interest in the Common Elements of Units in Phase II through VIII inclusive, provided that no such change shall alter substantially the effective percentage interest in Common Elements set forth in this Master Deed or any amendment thereto with respect to Units in Phase I or any Phases which have already been submitted to the provisions of Chapter 183A of the General Laws of Massachusetts. The designation of each Unit in Phases II through VIII inclusive, a statement of its location, approximate area, number of rooms, and immediate common areas to which it has access, and its proportionate interest in the Common Elements shall be set forth, respectively, in the amendments creating said Phases. In no event shall the Master Deed be voluntarily amended by the

Sponsor or his successors in interest aforesaid so as to provide for more than two hundred sixty-five (265) Units in Phases II through VIII inclusive. Any such amendment shall contain with respect to Phases II through VIII inclusive, all of the particulars required by said Chapter 183A of the General Laws of Massachusetts.

Sponsor hereby specifically reserves, so long as he has an ownership interest therein, easements and the right to grant or relocate easements for utilities, parking, roadways, driveways, walkways and any other purposes for which easements may be granted and each Unit Owner, by acceptance of the deed to his Unit, his successors, heirs and assigns, and any mortgagee or lien holder thereof, shall by the acceptance of a deed or conveyance of said Unit, thereby irrevocably appoint the Sponsor as his attorney to execute, acknowledge and deliver and all instruments necessary or appropriate to grant such easements and does further agree to for himself and his successors in title, to execute, acknowledge and deliver any and all instruments necessary or appropriate to effect said purpose.

In the event that the Sponsor does not submit the proposed Phase VI, VII or VIII of the Salisbury West Condominium to the provisions of Chapter 183A of the General Laws of Massachusetts, as amended, within three

(3) years from the date of recording of this Master Deed, the Sponsor shall have the right to convey said "Phase VI, VII or VIII" land, as shown on the plans filed herewith, and to use such land free of this Master Deed for any purposes as said land may then or thereafter be legally used, subject only to such easements of record for the purposes of access and utilities as are supportative and necessary to Salisbury West Condominium, including any such phases of such Condominium, the amendment for which has been or may thereafter be duly recorded, and each Unit Owner, by acceptance of the deed to his Unit, his successors, heirs and assigns, and any mortgagee or lien holder thereof, shall by the acceptance of a deed or conveyance of said Unit, thereby irrevocably appoint the Sponsor as his attorney to execute, acknowledge and deliver any and all instruments necessary or appropriate to convey such land, and does further agree to for himself and his successors in title to execute, acknowledge and deliver any and all instruments necessary or appropriate to effect said purpose.

11. First Refusal.

The Salisbury West Condominium Trust shall have the Right of First Refusal with respect to all sales of Condominium Units (except the initial sale of each Unit by the Sponsor), and to that end, no Owner of any Unit shall sell or convey such Unit, except in accordance with the provisions of Section 6.4 of the By-Laws of the Salisbury West Condominium Trust, as now in force or as may be amended.

12. Units Subject To Master Deed, Unit Deed, Declaration Of Trust, Rules And Regulations.

All present and future owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Unit Deed, the Declaration of Trust, and any rules and regulations promulgated pursuant to the Trust, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed, the Unit Deed, the Declaration of Trust, and such rules and regulations as they may be amended from time to time, are accepted and ratified by such owner, tenant, visitor, servant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

13. 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.

14. 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.

15. 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 nor the intent of any provision hereof.

16. Compliance.

This Master Deed is set forth to comply with the requirements of Chapter 183A.

17. Chapter 183A.

The Units and the Common Elements, and the Unit Owners and the Trustees shall have the benefit of and be subject to the provisions of Chapter 183A, and in all respects not specified in this Master Deed or in the Trust, shall be governed by provisions of Chapter 183A in their relation to each other and to the Condominium established hereby, including, without limitation, provisions thereof with respect to common expenses, funds and profits, with respect to improvement and rebuilding of common areas and facilities, and with respect to removal of the Condominium premises or any portion thereof from the provisions of Chapter 183A.

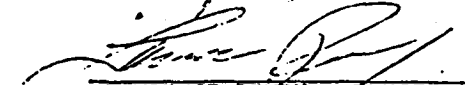
18. Meanings of Terms.

All terms and expressions herein used which are defined in Section 1 of said Chapter 183A, shall have the same meanings herein

as set forth in said Section 1.

WITNESS our hands and seals this 5th day of May, 1981.


LEWIS J. BUSCONI, TRUSTEE

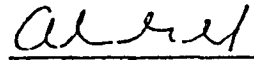

LAWRENCE REMBY, TRUSTEE

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

May 5, 1981

Then personally appeared the above-named Lewis J. Busconi and Lawrence Remby, Trustees as aforesaid, and acknowledged the foregoing instrument to be their free act and deed, before me


ALAN GREENWALD,
NOTARY PUBLIC

MY COMMISSION EXPIRES: May 3, 1985

MASTER DEED
OF THE
SALISBURY WEST CONDOMINIUM
EXHIBIT "A"

The land in Worcester, Worcester County, Massachusetts, with the buildings thereon, on the easterly side of Salisbury Street, bounded and described as follows:

BEGINNING at the northwest corner of said premises at the southwest corner of land now or formerly of Emma A. McDonald on the easterly side of said Salisbury Street;

THENCE S. 88° E. eleven hundred eighty-three (1183) feet by said McDonald land to a corner of land now or formerly of C. E. Stevens;

THENCE S. $1^{\circ} 10'$ E. by said Stevens land five hundred seven (507) feet to a drill hole at a corner of a stone wall;

THENCE S. $70^{\circ} 09' 05''$ E. forty and seventeen hundredths (40.17) feet still by said Stevens land and by said stone wall;

THENCE S. $17^{\circ} 08' 05''$ E. one hundred sixty-one and eighty-nine hundredths (161.89) feet by land now or formerly of Louis C. Iandoli et ux to a corner;

THENCE S. $72^{\circ} 51' 55''$ W. one hundred twenty-five (125) feet by land now or formerly of Sophie E. Cohen to a corner;

THENCE S. $17^{\circ} 08' 05''$ E. one hundred fifty-five (155) feet by land of said Cohen to the tangent point of a curve leading southeasterly to Barry Road, the radius of which is 20';

THENCE running Southeasterly by said curve to the left, thirty-one and forty-one hundredths (31.41) feet and by land of said Cohen to a point in the northerly line of Barry Road;

THENCE S. $72^{\circ} 51' 55''$ W. by the northerly line of Barry Road seventy (70) feet to a corner at land now or formerly of one Fielding;

THENCE N. $17^{\circ} 08' 05''$ W. one hundred twenty-five (125) feet by said land of Fielding to a point;

THENCE S. $72^{\circ} 51' 55''$ W. one thousand one and seventy-nine hundredths (1,001.79) feet by land of various owners to a point on the easterly line of Salisbury Street;

THENCE N. $31^{\circ} 20'$ W. eighty-six and five tenths (86.5) feet;

THENCE N. $19^{\circ} 45'$ W. sixty-six and five tenths (66.5) feet;

THENCE N. $6^{\circ} 45'$ W. seventy-five and two tenths (75.2) feet;

THENCE N. 10° 45' W. one hundred eighty-one (181) feet;

THENCE N. 1° 30' E. two hundred twenty-five (225) feet;

THENCE N. 2° 15' E. two hundred seventy-one (271) feet;

THENCE N. 13° 45' W. one hundred eighty and five tenths (180.5) feet to the point of beginning.

The last seven (7) courses being by the easterly line of Salisbury Street.

Said premises are conveyed subject to:

A. Easement to the City of Worcester for constructing and maintaining a public way, dated December 26, 1940, recorded with the Worcester Registry of Deeds in Book 2819, Page 253;

B. A right of way and agreement, dated January 31, 1957, recorded with said Deeds in Book 3842, Page 420;

C. Restrictions set forth in a deed from Milton P. Higgins and Alice D. Higgins to John J. Burwick, dated February 1, 1971, recorded with said Deeds in Book 5093, Page 95, as the same has been modified (Book 5204, Page 454), extended (Book 5880, Page 19), partially released (Book 5928, Page 129), and pursuant to which a plan has been approved (Book 6428, Page 372);

D. Special Permit of Board of Appeals of the City of Worcester, notice of which is recorded with said Deeds in Book 5478, Page 178, as extended and as amended on March 7, 1979, by decision recorded with said Deeds in Book 6708, Page 172;

E. Order of Conditions issued by the Worcester Conservation Commission on September 16, 1974, recorded with said Deeds in Book 5592, Page 10, as extended (Book 5928, Page 329, Book 6236, Page 29, Book 6574, Page 301);

F. Agreement with the Worcester Planning Board, dated August 8, 1974, recorded with said Deeds in Book 5588, Page 221;

G. Mortgage to John J. Burwick, dated May 19, 1978, recorded with said Deeds in Book 6461, Page 234;

H. Mortgage to Industrial National Bank of Rhode Island, dated January 6, 1981, recorded with said Deeds in Book 7150, Page 224; and

I. Financing Statement, Industrial National Bank of Rhode Island, as secured party, recorded with said Deeds in Book 7150, Page 262.

The land delineated as Phase I of Salisbury West Condominium on the Plans filed herewith is conveyed with the benefit of an easement to use the roads and "access easement" shown on said Plans, together with all others legally entitled thereto, for access and egress, by foot and by vehicle, from the land shown on Phase I on said Plans to the nearest public way.

Being the same premises conveyed to Lewis J. Busconi and Lawrence Remby, Trustees of Oakwood Realty Trust under a Declaration of Trust, dated February 20, 1981, recorded with the Worcester District Registry of Deeds in Book 7179, Page 158, by deed of Lewis J. Busconi, dated February 10, 1981, recorded with said Registry of Deeds in Book 7179, Page 163.

MASTER DEED
OF
SALISBURY WEST CONDOMINIUM
EXHIBIT "B"

The Building comprising PHASE I of the Condominium is Building 1, and has two (2) floors, plus a full unfinished basement, contains four (4) residential Units and is constructed of poured concrete, brick veneer exterior walls, wood framing, pitched roof with asphalt shingles, wood and glass windows, and sliding and flush wood doors.

MASTER DEED
OF
SALISBURY WEST CONDOMINIUM

EXHIBIT C

Percentage Interest in Common Elements of Units in Phase I initially
and upon the Creation of Subsequent Phases of the Condominium.

Unit No.	Phase I	Phase II	Phase III	Phase IV	Phase V	Phase VI	Phase VII	Phase VIII
1	.25000	.02253	.01179	.01078	.00751	.00576	.00467	.00433
2	.25000	.02253	.01179	.01078	.00751	.00576	.00467	.00433
3	.25000	.02253	.01179	.01078	.00751	.00576	.00467	.00433
4	.25000	.02253	.01179	.01078	.00751	.00576	.00467	.00433

The percentage interest in the common Elements not assigned to Phase I for Phases II through VIII is reserved for said Phases II through VIII.

The approximate areas in the Condominium Units in Phase I are as follows:

<u>Unit No.</u>	<u>Approximate Area</u>
1	2,509 Sq. Ft.
2	2,526 Sq. Ft.
3	2,521 Sq. Ft.
4	2,509 Sq. Ft.