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GENERAL DESCRIPTION
THE HERITAGE AT SALISBURY WEST
WORCESTER, MASSACHUSETTS

The Heritage at Salisbury West Condominium is a three-story building located off Salisbury Street in Worcester, Massachusetts. It is part of a condominium development known as Salisbury West Condominium (the "Condominium").

Presently, Salisbury West Condominium consists of one three-story, single-level, forty-eight condominium unit building and twenty-nine townhouse condominium units, built by previous developers. The current developer, Salisbury West Development Corporation (hereinafter the "Seller" or "Sponsor"), has retained the right to construct up to 96 additional condominium units, or the maximum allowed by the applicable governing authorities.

The Condominium is overseen by the Trustees of The Salisbury West Condominium Trust (the "Trustees" or "Trustee"). The Trustees have been elected by the homeowners at Salisbury West and are solely in charge of the management and operation of the condominium, including the approval of budgets, condominium fees, rules and regulations and the like.

This General Description is intended only as an overview and summary of the major features of the Condominium. The principal legal documents required for the creation and operation of the Condominium are the Master Deed and the Condominium Trust of Salisbury West (the "Condominium Documents") and will be provided to each prospective purchaser. The Condominium Documents contain a more detailed description of the Condominium, its physical features and its organization. The Condominium Documents govern the creation and operation of the Condominium and not this General Description. This General Description shall not be considered either to modify or interpret the Condominium Documents and if there is any inconsistency between the contents of this General Description and the Condominium Documents, the contents of Condominium Documents shall govern.

The Condominium Documents are necessarily complex and important. Therefore, no sales representatives or brokers may attempt to interpret their legal effect. A prospective purchaser may wish to consult his own attorney in connection with the review of the Condominium Documents.

Condominium Concept: Condominium ownership provides similar investment and tax advantages as detached single family ownership. A Condominium Unit Owner, unlike an apartment tenant, owns his residence outright. The Unit Owner controls the interior of his Unit and may decorate it and alter it so long as the structure, exterior and architectural integrity of the building is not affected and all other rules, regulations and other applicable requirements are complied with.

The Unit Owner receives a Unit Deed by which he acquires legal title to the Unit itself which is described more specifically in the Master Deed, together with an undivided ownership interest in the common areas and facilities of the Condominium (the "Common Elements"). A Unit Owner bears no responsibility for the mortgage obligations of his neighbors nor his neighbors' real estate tax obligations once the City of Worcester issues separate real estate tax bills for each Unit. Each Unit Owner may mortgage his Unit in such amount as he chooses. Each Unit Owner may devise his Unit in his will and sell it to whomever he desires at such price as he determines provided he receives a waiver of the Right of First Refusal from the Salisbury West Condominium Trustees.

Organization of Unit Owners: The Unit Owners elect Trustees of Salisbury West Condominium Trust which is the organization of Unit Owners whose primary function is to oversee the maintenance and operation of the Condominium.

Declaration of Trust: The Declaration of Trust is the governing instrument for the operation and management of the condominium. The operation, management, maintenance and use of the common areas and facilities of the Condominium ("Common Elements") will be under the control of those persons from time to time designated or elected as Trustees under the Declaration of Trust. The Trustees are authorized to employ a manager or a management agent (the "Manager") for the Condominium on such terms as the Trustees deem proper. Among the responsibilities of the Manager are billing and collecting Common Expenses, hiring and discharging employees, supervising repairs and alterations, purchasing supplies, obtaining insurance, maintaining the Condominium's books and attending meetings of the Trustees and of the Unit Owners.

The Declaration of Trust provides for the establishment of condominium ownership and provides the adoption by the Trustees of Rules and Regulations relating to conduct of all persons at the Condominium. The Unit Owners (as beneficiaries of the Trust) are free to elect Trustees and to change, if they should desire to do so, any provisions of the Declaration of Trust.

Common Expenses: The costs and expenses of the maintenance and operation of the Condominium are shared by each individual Unit Owner in proportion to his or her respective Beneficial Interest under the Trust, which is the same percentage as the Unit Owner's undivided interest in the Common Elements. In addition, a Unit Owner's Beneficial Interest governs his voting rights.

Insurance: The Trustees have obtained a multi-peril insurance policy for the Condominium, liability insurance for the Condominium and such other types of insurance as they deem proper and as provided in the Declaration of Trust. Unit Owners should plan to purchase condominium homeowner's insurance for all personal property, furnishings, contents and the like and liability for injury to others inside their Units. Unit Owners are encouraged to arrange their insurance with the insurance company carrying the Condominium's insurance policies to ensure proper and complete coverage. The name of the Condominium's insurance carrier will be available upon request.

The Land: The Condominium consists of approximately 24 acres of land. A more detailed legal description of the land and the Seller's rights with respect thereto is set forth in the Master Deed.

The Heritage Building: The Heritage building will be a three-story building with parking for at least forty-eight cars underneath. It will contain a maximum of forty-eight single-level units. Since some units can be combined, it may contain as few as forty-two single-level units. The frame of the building will be structural steel with each floor having a poured concrete slab, a sound attenuation blanket and metal strapping with a sheet rock ceiling. The exterior of the building will be red clay brick and cedar clapboards.

The Heritage will be completed in two parts or "wings". Each wing may contain up to twenty-four units and will be accessible through a main entrance door and foyer. Each wing may be incorporated into the condominium as a separate, independent phase. Each floor will be serviced by two elevators as well as a stairway.

In the basement of the building will be an underground parking garage with parking for at least forty-eight cars and a storage area containing a maximum of forty-eight storage units. Each storage unit will be self-contained and have a masonite door with lock. The basement level will have a complete ventilation system including a dehumidification system. Additionally, two trash compactors will be located on this level and there will be two trash room/trash chute locations on each floor.

On the exterior ground surrounding The Heritage there will be landscaped areas and parking areas. The parking spaces in the garage will be assigned by the Seller, with one indoor parking space being assigned to each Unit. It is presently anticipated that the outdoor parking spaces will be unassigned, though the Seller and/or the Trustees reserve the right to assign them at a later date.

The Seller presently intends to construct most of the condominium units with two bedrooms. It is possible that some units will contain three bedrooms and some units may contain a den. The Seller has the right to construct and add up to two additional three-story buildings to the Condominium in phases although it is not obligated to do so. A more detailed explanation of Sellers' rights regarding the addition of additional Units to the Condominium is set forth in the Master Deed.

Utilities: Water service to the Condominium shall be supplied by the City of Worcester through one or more meters and the costs thereof shall be Common Expenses. Hot water for each unit in The Heritage is provided by a common system. There will be a continuous feed, gas-fired boiler with a three-hundred gallon reserve holding tank on the basement level. The costs of hot water are also a common expense. Sewage disposal will be through common lines connected to the City of Worcester sewer system and the costs of maintaining the sewer lines located on the Condominium Land and charges from the City of Worcester shall be Common Expenses. Electricity will be supplied to each Unit through separate meters and each Unit Owner will be responsible for the payment of his own electrical charges and for his share of common utilities assessed as Common Expenses. In addition, each Unit Owner shall be responsible for the cost of operation and maintenance of the air conditioning and heating equipment serving his Unit.

Additional Phases: The Seller has reserved the right to construct additional buildings to be incorporated into the Condominium in phases. It should be understood that the Seller is not obligated to construct any such additional buildings and there is no assurance that any additional buildings will be constructed or added to the Condominium. If additional buildings are constructed, the Seller shall make reasonable efforts to make them of a quality consistent with previously constructed condominium buildings and to have the exterior appearance architecturally compatible therewith.

Recreational Facilities: The recreational facilities of the Condominium include a clubhouse containing common recreational areas, two tennis courts, an in-ground swimming pool and deck. These recreational amenities are being refurbished by the Seller. The operating costs of all of the common elements (including all recreational amenities) are a Common Expense. The Trustees have adopted rules and regulations governing the use of all recreational amenities.

Management Firm: The Trustees have retained Tern Management Corporation, a property management company which is an affiliate of the Seller, to perform the management and operation of the condominium.

Change in Presentation: The Seller hereby reserves the right to change the terms contained in this General Description.

Use and Occupancy: Each Unit may be used only as a single family residence. These restrictions and further restrictions on use and occupancy and provisions related thereto are set forth in the Master Deed, the Declaration of Trust and the Rules and Regulations.

Purchase Agreements and Payments: If a prospective purchaser decides to purchase a Unit, a Purchase and Sale Agreement will be executed, and a down payment of ten percent (10%) of the total purchase price will be made toward the total price of the Unit, and held in a separate escrow account by Richard D. Gass, Esquire.

Sale of Units: The Units will be sold by Seller to approved purchasers or their fiduciaries. Buyer's rights under the Purchase and Sale Agreement may not be assigned without the written consent of the Seller. Units will be sold together with their respective undivided interests in the Common Elements. Good and clear record and marketable title to each Unit and its undivided interest will be conveyed by quitclaim deed, subject only to the matters referred to in the Purchase and Sale Agreement.

Closing of Sales: The closing of the sale of each Unit will take place only after, or concurrently with, the following events:

- (a) The Amendment to the Master Deed for this phase, and the Floor Plans and certificates required by Sections 8 and 9 of Chapter 183A are recorded as required by law; and
- (b) The Unit is released from the lien of all mortgages except the purchaser's mortgage, if any.

Closing Costs and Expenses: The estimated closing costs and expenses to be borne by each purchaser of a Unit will be as follows:

- (a) The fees and expenses of the purchaser's own attorney and those of his mortgagee's attorney, if any, and all other fees and costs charged to the purchaser by any such mortgagee(s);
- (b) Common Expenses allocable to the purchaser's Unit (assessed in accordance with the Unit's Beneficial Interest) for the month in which the sale of a Unit closes and adjusted on a per diem basis as of the closing date, and an amount equal to two (2) months' share of the estimated monthly Common Expenses for the Unit in order to provide the Condominium with working capital;

- (c) Current real estate taxes attributable to the Unit and any real estate tax escrow required by the purchaser's mortgagee, if any, or by the Trustees for real estate tax payments assessed or allocable to the Unit.

Estimates of Common Expenses and Budget: The Salisbury West Condominium Trust, which is charged with management of the Condominium, is One Hundred (100%) percent controlled by homeowners at Salisbury West Condominium. Neither the Seller nor any of the Seller's representatives is a trustee of such Trust, and thus the Seller does not control budgetary or management decisions which are the responsibility of the Condominium Trust.

The Seller has prepared an estimate of Common Expenses and Budget which will be provided to all prospective buyers. This budget is based upon the current Operating Expenses which have been adopted by the Trustees and an estimated projection by the Seller of the probable impact of additional units being added by the Seller to the Condominium.

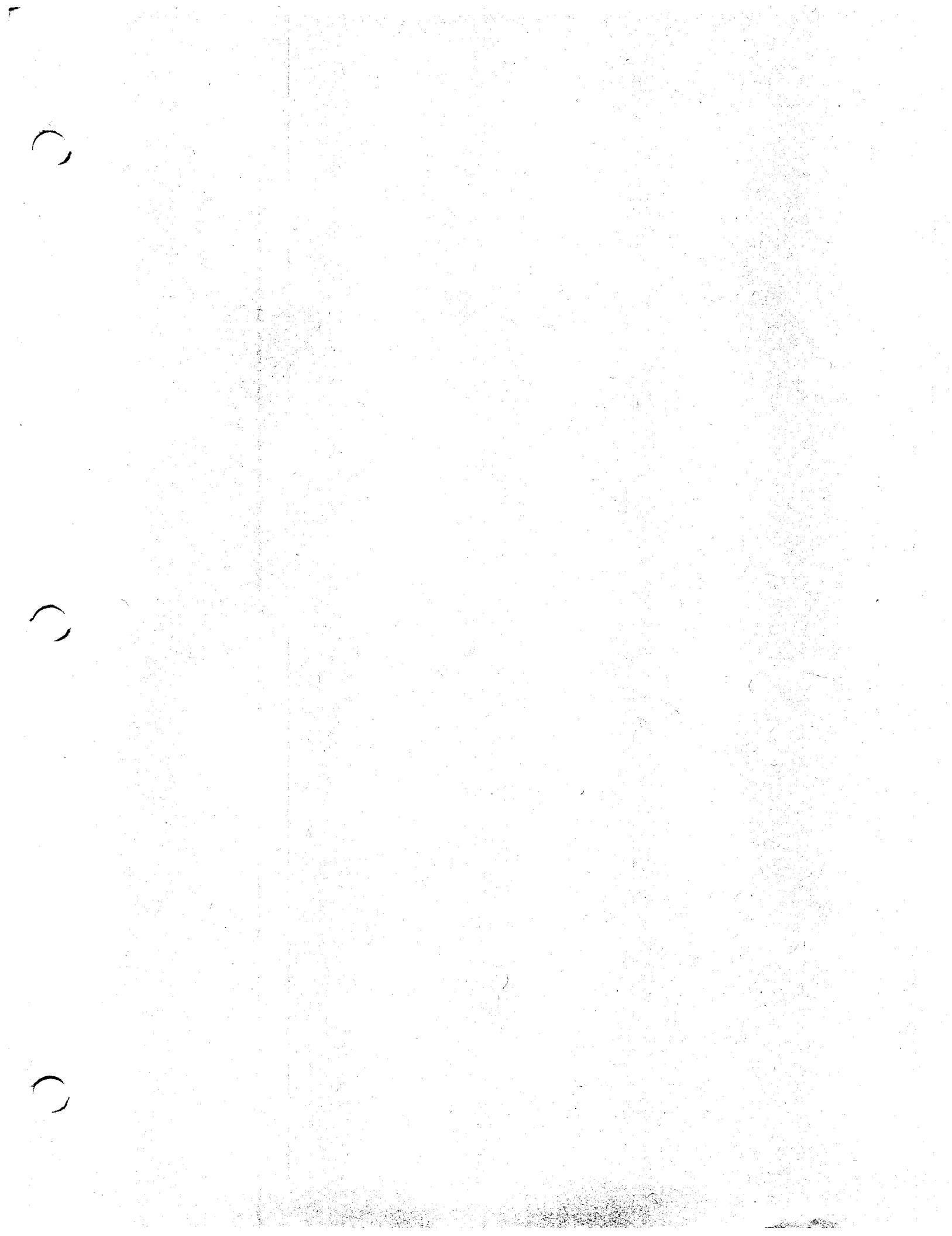
The estimated monthly and yearly Common Expenses for the current year of operation will be provided to each purchaser. Because information concerning operating expenses of the Condominium is based on a number of unpredictable variables, such as the rate of inflation and fluctuations in utility and maintenance and repair costs, insurance rates, and wages, because actual expenditures may differ from estimated expenditures, and because the future income and/or expenses of the Condominium may change, Seller cannot and does not warrant the accuracy of any projections, estimations or expectations contained in this General Description.

Real Estate Taxes: It is presently anticipated that for some period of time the units being added to the Condominium by the Seller will continue to be taxed under single ownership rather than as separate condominium units and the real estate taxes will be paid by the Seller or the Condominium Trust. Each Unit Owner shall be responsible for his pro rata share.

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SALISBURY WEST
PURCHASE AND SALE AGREEMENT

1. DATE: _____, 19__.

2. PARTIES:

Salisbury West Development Corporation, a corporation duly established under the laws of the Commonwealth of Massachusetts and having its usual place of business at 7 Essex Green Drive, Suite 56, Peabody, Massachusetts 01960 (the "Seller") agrees to sell and

Name: _____

Address: _____

City/Town: _____

Telephone: (Home) _____ (Office) _____

(the "Buyer"), agrees to buy, under the terms contained herein, the Premises described in Section 3.

3. DESCRIPTION OF PREMISES:

Unit No. _____ (the "Unit") in the Building known as The Heritage (being Phase _____) of Salisbury West Condominium (the "Condominium"), a condominium community in Worcester, Massachusetts, created by Master Deed dated May 5, 1981 recorded in the Worcester District Registry of Deeds in Book 7234, Page 186, as amended by instruments or record (the "Master Deed") together with those interests described in Section 7 hereof.

4. PURCHASE PRICE:

BASE PURCHASE PRICE:	\$ _____
EXTRA CHARGE OPTIONS:	\$ _____
PURCHASE PRICE:	\$ _____
Reservation Deposit:	\$ _____
Additional Deposit:	\$ _____
BALANCE DUE AT CLOSING:	\$ _____

5. CLOSING PERIOD:

No earlier than _____, 19__ and no later than _____, 19__.

SALISBURY WEST DEVELOPMENT
CORPORATION

By: _____
Harvey L. Pastan, President

Buyer

Seller's Marketing Agent

Co-broker, if any

6. ADDITIONAL DESCRIPTION OF THE PREMISES:

The Unit shall be conveyed together with:

- a. the undivided percentage interest in the Common Elements appurtenant to the Unit (the "Beneficial Interest") as set forth in the amendment to the Master Deed creating this phase which Beneficial Interest shall be reduced in accordance with the provisions of the Master Deed when and if additional phases are added to the Condominium;
- b. the exclusive right to use the decks, if any, appurtenant to the Unit to which there is direct access from the interior of the Unit as shown on the plans recorded with the Master Deed;
- c. the exclusive right to use the Exclusive Parking Space, appurtenant to the Unit and the non-exclusive right to use in common, with all those entitled to the use thereof, the non-designated parking spaces of the Condominium subject to the restrictions in the Master Deed and the Rules and Regulations;
- d. all fixtures, equipment and appliances presently located in the Unit or to be installed therein as set forth in Schedules A and D but no others;
- e. all other rights and Exclusive Common Elements, if any, as set forth in the Master Deed, the foregoing to include, without limitation, the exclusive right to use the storage area to be designated as appurtenant to the Unit, located in the garage area.

The Unit is the same premises as referred to by the same designation in the Master Deed of Salisbury West, as amended.

7. TITLE AND DELIVERY OF UNIT DEED:

Seller shall, on the Closing Date, as hereinafter specified, convey to Buyer said Unit by a good and sufficient quitclaim deed (the "Unit Deed" or "Deed") substantially in the same form as set forth in Schedule E, attached hereto. The Unit Deed shall be accompanied by the plan and certification required by the provisions of Section 9 of Chapter 183A, and shall convey a good and clear record and marketable title thereto, free of encumbrances except:

- a. Provisions of Chapter 183A, as amended;
- b. Provisions of the Master Deed (the "Master Deed") and the Declaration of Trust of Salisbury West Condominium Trust dated May 5, 1981, recorded in the Worcester District Registry of Deeds in Book 7234, Page 211, as amended by instruments of record (the "Declaration" or the "Trust"), the Bylaws set forth in the Declaration, any rules and regulations

promulgated thereunder (the "Rules and Regulations"), the obligation to pay the Unit's proportionate share of the Common Expenses and all other matters set forth therein;

- c. All easements, restrictions, conditions, agreements and reservations of record, if any, which do not materially interfere with the marketability of title or the use of the Unit for residential use, the foregoing to include without limitation those matters set forth on Schedule F;
- d. Provisions of existing building, zoning and other laws;
- e. Such taxes attributable to said Unit and the Common Elements (whether or not assessed directly to the Unit) for the current year and the succeeding fiscal year as are not yet due and payable on the date of delivery of the Deed and municipal liens for betterments not yet due and payable on the Closing Date (as hereinafter defined).

8. POSSESSION AND CONDITIONS OF UNIT:

Seller shall deliver full possession of the Unit free of all tenants and occupants on the Closing Date except as provided herein, said Unit to be then (i) Substantially Complete in accordance with Schedule A and Schedule D and (ii) not in record violation of building and zoning laws. For the purposes of this Agreement "Substantially Complete" shall be deemed to mean the point at which Seller has received a Certificate of Occupancy for the Unit from the appropriate governmental authority. It is expressly understood by Buyer that there shall be no delay of the Closing nor an escrow or holdback of any kind created at the Closing on account of so-called "punch-list items" remaining to be completed after Substantial Completion. Seller's sole obligation with respect to such items are as set forth in Section 35 of this Agreement. It is also understood that while Seller shall have obtained a Certificate of Occupancy for the Unit by the Closing Date, it is possible that other portions of the building still may be under construction. Buyer acknowledges having been informed of such fact and understands that this may from time to time cause inconvenience.

With respect to certain of the items to be included in the Unit as set forth in Schedule A, Buyer may have the option of making various selections as to color, material or similar details. Any such available selections (the "Selection(s)") shall be made by Buyer on Schedule D either (i) at the time of the execution of this Agreement, or (ii) with respect to any particular item to be selected, no later than the date that Seller notifies Buyer is the outside date for selection of such item (the "Selection Date"). It is understood and agreed by Buyer that a number of the available Selections will constitute an upgrade in quality and will result in an increase of the Purchase Price for which Buyer shall be responsible at the Closing (the "Additional Costs"). Any such Additional Costs shall be set forth on Schedule D.

In the event that Buyer does not complete Schedule D at the time of the execution of this Agreement and Seller has not received a completed Schedule D from Buyer on or before the Selection Date, Buyer shall be deemed to have waived his right to make the Selections pursuant to this Section and Seller shall have the right to make the Selections for and on behalf of Buyer by completing and executing a form of Schedule D. Provided, however, Buyer shall not be responsible for any Additional Costs as a result of Seller having made any Selections which would have constituted an upgrade if selected by Buyer. Upon execution by Seller said Schedule D shall become a part of this Agreement and Buyer shall be deemed to have executed said Schedule D as if the same had been executed by Buyer on the date set forth in Section 1. Seller shall cause a copy of the completed Schedule D to be sent to Buyer.

9. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM:

- a. If Seller shall be unable to give title as herein provided at the Closing Date, then Seller shall use reasonable efforts to remove any defects in title. To enable Seller so to do, the time for performance hereunder shall be extended for a period designated by Seller in his sole discretion, not in excess of thirty (30) days and if a shorter period than thirty (30) days is so designated, Seller may further extend the time for performance one or more times, by written notice, but in no event beyond such thirty (30) day period. Seller may accelerate the time for performance during the extended period by notice given at least five (5) business days prior to the accelerated date. For the purposes of this Section 10, any title defect shall be deemed cured if the Buyer is able to obtain a title insurance policy for the Unit which takes no exception for such defect or provides affirmative coverage against loss and provided, further, that Seller's use of reasonable efforts shall not require Seller to expend more than Two Thousand (\$2,000.00) Dollars (inclusive of attorney's fees) with respect to the Unit nor more than Twenty Five Thousand (\$25,000.00) Dollars in the aggregate with respect to the entire Condominium to cure such title defects. If at the expiration of the extended time Seller shall have failed so to remove any defects in title, then Buyer may elect to terminate this Agreement, in which event any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto. Provided that the Unit has been created by the recording of the Master Deed or an amendment thereto, the Buyer shall have the election, at either the original or any extended time for performance, to accept such title as Seller can deliver to the Unit in its then condition and to pay therefor the purchase price without deduction, in which case Seller shall convey such title.

- b. If Seller shall be unable to make conveyance of the Unit at the Closing Date, or if at the Closing Date, the Unit does not substantially conform (for any reason, including, without limitation, construction related matters or delays but excluding title related matters as set forth above) with the provisions hereof, then Seller shall use reasonable efforts to make the said Unit substantially conform to the provisions hereof. To enable Seller so to do, the time for performance hereunder shall be extended for a period designated by Seller in his sole discretion, not in excess of ninety (90) days and if a shorter period than ninety (90) days is so designated, Seller may further extend the time for performance one or more times, by written notice, but in no event beyond such ninety (90) day period. Seller may accelerate the time for performance during the extended period by notice given at least five (5) business days prior to the accelerated date. If at the expiration of the extended time Seller shall have failed so to make the Unit substantially conform, then Buyer may elect to terminate this Agreement by sending written notice to Seller within five (5) business days of such extended Closing Date (as defined herein), in which event any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto. If Buyer does not timely terminate this Agreement pursuant to the terms hereof, the time for performance hereunder may be again extended for a period designated by Seller, in his sole discretion, not in excess of sixty (60) days and if a shorter period than sixty (60) days is so designated, Seller may further extend the time for performance one or more times, by written notice, but in no event beyond such sixty (60) day period, and Seller may accelerate the time for performance during such extended period by notice given at least five (5) business days prior to the accelerated Closing Date.

10. PURCHASE PRICE:

The agreed purchase price for the Unit is the Purchase Price set forth in Section 4 hereof plus any Additional Costs as set forth in Section 8. The Reservation Deposit and Additional Deposit have been paid as a deposit on or prior to this day and the Balance Due at Closing (as shown in Section 4) plus any Additional Costs are to be paid at the time of delivery of the deed by certified or bank checks drawn upon a lending institution doing business in Massachusetts, or such other lending institution as is reasonably acceptable to Seller and payable directly to Seller without intervening endorsements.

11. CLOSING DATE:

The Unit Deed is to be delivered at the Worcester Registry of Deeds in Worcester, Massachusetts or at such other place as may be agreed upon by the parties at 10:00 a.m. on the last day of the Closing Period (as set forth in Section 5 above), or at such earlier date during the Closing Period as may be designated by Seller by at least five (5) business days prior written notice, but in no event earlier than the first day of the Closing Period, unless otherwise agreed upon in writing (such date, as the same may be extended or accelerated pursuant to the terms hereof, being herein referred to as the "Closing Date"). It is agreed that time is of the essence of this Agreement.

12. ADJUSTMENTS:

- a. Buyer's proportionate share of the Condominium Common Expenses for the then current month shall be adjusted as of the Closing Date and the amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the Buyer at the time of delivery of the Deed.
- b. If the Unit is separately assessed by the City of Worcester for any fiscal period which includes or commences after the Closing Date, real estate taxes for the then current fiscal year allocable to the Unit shall be adjusted as of the Closing Date and the amount of the tax adjustment shall be added to or deducted from, as the case may be, the purchase price payable by Buyer at the time of delivery of the Deed. If the amount of said taxes is not known at the Closing Date (if, for example, tax bills are not available), they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year or fiscal period, as the case may be, (or on such other reasonable and equitable basis as may be determined by Seller), with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement.
- c. If the Unit is not separately assessed for the then current fiscal year and until the Unit is separately assessed there shall be no adjustment between Buyer and Seller at the Closing. Buyer will pay to the Seller or the Condominium Trustees if the Seller so designates Buyer's pro-rata portion of the real estate taxes on the buildings and land of the Condominium pursuant to and in accordance with the Tax Letter Agreement as set forth in Schedule G of this Agreement. The provisions of this Section 12 shall survive the delivery of the Deed hereunder.

13. WORKING CAPITAL ACCOUNT:

In order to provide working capital for the Condominium, upon the delivery of the Unit Deed, Buyer shall pay to the Condominium Trust an amount equal to one-sixth (1/6) of the estimated annual Common Expenses attributable to the Unit (based on the Unit's Beneficial Interest in the Common Elements), and if the Seller has theretofore made such a payment with respect to the Unit, the same shall be assigned to the Buyer and the amount thereof paid to the Seller as a closing adjustment hereunder. This payment is not made in lieu of regular monthly payments and Buyer shall commence such monthly payments of Common Expenses beginning with the first month following the Closing Date.

14. CONSTRUCTION CHANGES AND SUBSTITUTIONS BY SELLER:

Seller reserves the right to substitute for materials, fixtures or personal property specified in Schedule D (if any), materials, fixtures or personal property of equal or better quality. Seller also reserves the right to make construction, layout and other design changes within the Unit and/or to other Units in the Condominium, and/or the Common Elements provided any single change or aggregation of changes will not materially alter the Unit or otherwise materially adversely affect Buyer each in the reasonable opinion of Seller. Under certain limited circumstances Seller may make changes which do materially alter the Unit or materially adversely affect the interest of Buyer. For example, a government official may require changes in the building or an inadvertant change may result from the work of Seller or a subcontractor of Seller during the construction process. In the event that any changes are made which do materially alter the Unit or materially adversely affect the interest of Buyer, then Buyer shall have the right to terminate this Agreement by written notice to Seller sent within five (5) business days after the Buyer receives notice of such changes and all deposits made hereunder will be returned to Buyer and this Agreement shall be null and void without further recourse to the parties hereto.

However, it is understood that termination under the foregoing circumstances shall be the exclusive right and remedy of Buyer.

15. ACCEPTANCE OF DEED:

The acceptance of a Deed by the Buyer shall be deemed to a full performance and discharge of every agreement and obligation herein contained or expressed, except such which shall, by the terms hereof, survive the deliver of said Deed.

16. USE OR PURCHASE MONEY TO CLEAR TITLE:

To enable Seller to make conveyance as herein provided, Seller may, at the time of delivery of the Deed, use the purchase money or any portion thereof to clear the title of any and all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said Deed or satisfactory arrangements are made for subsequent recording.

17. INSURANCE:

Prior to the recording of the Master Deed, Seller shall maintain the builder's risk and/or fire and extended coverage insurance on the Condominium as presently in force. Commencing upon the recording the amendment of the Master Deed for this Phase, it is the function of the Condominium Trust to maintain insurance policies covering the Condominium Buildings against loss by fire and other hazards including in extended coverage and to insure the Trust and Unit Owners against public liability, all as described in the Declaration. The cost of maintaining the insurance described in the preceding sentence will be charged to the Unit Owners as a part of the common charges in accordance with their respective undivided interests. Seller shall furnish Buyer with a certificate of such insurance at the Closing Date.

18. NO WARRANTIES:

Buyer acknowledges that no express or implied warranties or representations have been made by or on behalf of Seller with respect to this transaction other than those expressly set forth herein. Without limited the generality of the foregoing, whereas Seller may have furnished, or may hereafter furnish, Buyer with copies of dimensioned floor plans or other drawings by professional architects and whereas actual Unit sizes when constructed may differ from models and/or plans reviewed by Buyer, Seller expressly disclaims representations contained therein and any such representations shall not be deemed to constitute warranties or representations hereunder.

19. MERGER AND INTEGRATION:

This Agreement merges and supersedes all prior understandings, agreements, discussions and correspondence and sets forth the entire understanding of the parties pertaining to the purchase by Buyer and sale by Seller of the Unit. Buyer has relied only on the warranties and representations set forth herein. The warranties and representations set forth herein are solely for the benefit of the Buyer named herein and do not extend to any subsequent purchaser of the Unit.

20. NOTICE:

Any notice hereunder shall be in writing and shall be deemed to have been duly given if mailed by certified mail, return receipt requested, all charges prepaid, addressed, in the case of Buyer, to Buyer names at the address designated in Section 2 and in the case of Seller:

To: Salisbury West Development Corporation
c/o Charter Development Company
7 Essex Green Drive, Suite 56
Peabody, Massachusetts 01960
Attention: Harvey L. Pastan, President

With a copy to: Richard D. Gass, Esquire
Charter Development Company
7 Essex Green Drive, Suite 56
Peabody, Massachusetts 01960

Either party may notify the other by such notice of a new address, in which case such new address shall be employed for all subsequent notices.

21. JOINT AND SEVERAL OBLIGATIONS:

If two or more persons are named herein as Buyer their obligations hereunder shall be joint and several. Notice given to or by either such person shall be deemed to be notice to or by Buyer.

22. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, ETC.:

If Seller executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither Seller so executing, nor any shareholder nor any beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

23. SCHEDULES:

Schedules A-G are made a part hereof by reference, including Schedule D regardless of the date of its completion in accordance with Section 8 hereof.

24. CONSTRUCTION OF AGREEMENT:

This instrument, executed in duplicate, is to be construed as a Massachusetts contract, and is to take effect as a sealed instrument. It shall be binding upon the respective heirs, devisees, executors, administrators, successors and assigns of the parties, and may be cancelled, modified or amended only by a written instrument executed by both Seller and Buyer. Buyer shall not assign this Agreement or any rights hereunder without the prior written consent of Seller. Captions before each section are for convenience of reference only and shall be of no effect in the construction of this instrument. Terms not defined herein shall have the same meaning as set forth in Section 1 of The Master Deed.

25. OPERATING EXPENSES AND REAL ESTATE TAXES:

The Condominium Trust, which is charged with management of the Condominium, is One Hundred (100%) Percent controlled by homeowners at Salisbury West Condominium. Neither the Seller nor any of the Seller's representatives is a trustee of such Trust, and thus the Seller does not control budgetary or management decisions which are the responsibility of the Condominium Trust.

Information furnished to the Buyer with respect to the estimated budget, the estimated common charges and the estimated real estate taxes for the Condominium is believed to be reliable and are good faith estimates, but the Seller does not warrant the accuracy of projections or expectations. The Seller has no way of assuring what valuation or tax rate will be imposed in the future, nor what the maintenance or operating costs of the Condominium will be in the future. Therefore, the Seller expressly disclaims any representations or warranties regarding the actual operating costs or real estate taxes with respect to the Condominium.

26. SELLER'S RESERVED RIGHTS:

The Seller reserves the right at any time prior to or after the delivery of the Unit Deed hereunder:

- a. to raise or lower the price of any or all of the unsold Units, provided that the foregoing shall not increase the price of the Unit specified in this Agreement or diminish or increase the percentage of undivided interest of the Unit except as provided in the Master Deed;
- b. to file amendments to the Master Deed and Declaration to the extent permitted thereunder.

Seller also reserves the right prior to the delivery of the Unit Deed to terminate this Agreement and refund all deposits made hereunder to Buyer in the event that on or before the Closing Date the Seller has determined that the establishment of the phase of the Condominium containing this Unit is not feasible due to acts of God, actions of government or any other cause beyond the reasonable control of the Seller.

27. CONTINUATION OF CONSTRUCTION WORK:

It is understood that Seller will have additional work to do, both to the building in which the unit is located and in other areas of the site, both before and after the time for Closing hereunder. Seller agrees to make all reasonable efforts to minimize construction noise and inconvenience to Buyer, but Seller reserves the right to continue to do work in other Units or the common Elements in the Condominium. Neither the presence of such work nor any remaining work on this Unit which is the result of Buyer's requests for changes or modifications and which does not prevent Seller's obtaining a Certificate of Occupancy for the Unit shall be a basis for delay of the Closing hereunder. In addition to the foregoing it is agreed that Seller shall, in all events, protect and indemnify the Buyer against and from costs and mechanics' and materialmen's liens on the Condominium relating to work done or contracted for by the Seller. This paragraph shall survive the delivery of the Deed.

28. LIMITED WARRANTY:

At the time of the Closing hereunder, Seller shall be deemed to have given Buyer the LIMITED WARRANTY set forth in Schedule B. Except as provided in this Section 28, Seller makes no warranty, either express or implied, as to the unit or the Condominium or the condition thereof. Buyer acknowledges that no representations have been made to Buyer with respect to work to be done to the Unit or the Common Elements except as set forth herein or in the Condominium Documents. Buyer also acknowledges that no representations have been made to Buyer with respect to the present and future operations of the Condominium or granting of any additional rights to Unit Owners. The provisions of this Section 28 shall survive the delivery of the Deed hereunder.

29. POWER OF ATTORNEY:

Buyer agrees to execute, acknowledge and deliver to Seller at the Closing hereunder and at any time thereafter all documents required by the Seller, by any title insurance company insuring title to the Condominium, by Seller's mortgagee, and/or by any lending institution making one or more loans secured by Units in the Condominium, to authorize the Seller to complete the Condominium pursuant to the development rights reserved in the Master Deed, including, without limitation, an irrevocable Power of Attorney coupled with an interest designating Seller as Buyer's attorney-in-fact for the purpose of executing, delivering and recording the amendments to the Master Deed adding additional phases to the Condominium and for the purpose of executing, delivering and recording any other documentation for the granting of easements as set forth in the Master Deed and the Declaration of Trust, said power of attorney to be in the form set forth in the form of Unit Deed shown on Schedule E of this Agreement. The provisions of this Section 29 shall survive the delivery of the Deed hereunder.

30. TITLE INSURANCE:

Arrangements have been or will be made with one or more title insurance companies so that Buyer may, at his own expense, obtain an owner's and mortgagee's title insurance policy. Such owner's and mortgagee's title insurance policies shall affirmatively insure the creation and existence of a valid condominium under M.G.L.A. c. 183A. If Buyer or Buyer's mortgagee desire title insurance, it shall be the responsibility of Buyer to pay the cost of such insurance. The Buyer may choose whether or not to purchase title insurance, although in some cases such insurance may be required by Buyer's mortgagee. All title insurance premiums and all fees for certification by an attorney shall be Buyer's obligation. Provided, however, that Seller shall provide, at its expense, a certificate of title from a local title company of Seller's choice.

31. RECORDING:

If Buyer records this Agreement, it shall, at the option of Seller, become ipso facto null and void, and all payments made hereunder shall be retained by Seller as liquidated damages.

31. CERTIFICATE OF NO LIENS:

At the Closing, the Seller shall deliver to the Buyer a written Certificate duly executed and acknowledged by the Trustees of the Salisbury West Condominium Trust in a proper form for recording, stating that there are no unpaid Common Expenses as of that date pertaining to the Unit in accordance with Massachusetts General Laws, Chapter 183A, Section 6(d).

33. AGREEMENT:

This Agreement includes all of the Sections 1-5 on page 1 as well as Sections 6-40 on the succeeding pages and together constitute an agreement under seal when signed on the lines provided on page 1 as of the date in Section 1. Upon countersignature of this instrument by Seller this Agreement shall become and constitute a mutually binding purchase and sale agreement between Seller and Buyer.

34. DEPOSIT AND DEFAULT DAMAGES:

- A. All deposits made hereunder shall be held in an escrow account by Richard D. Gass, Esquire, as attorney for Seller (the "Escrow Agent"), subject to the terms of this Agreement, and shall be duly accounted for at the time for performance of this Agreement. No interest shall be paid on the deposit unless Buyer is entitled to the return of the deposit hereunder, in which event Buyer shall be entitled to interest calculated at a rate of five (5%) percent per annum. If Buyer shall fail to fulfill Buyer's obligations herein, all deposits made hereunder by Buyer shall be retained by Seller as liquidated damages, which shall be Seller's sole remedy at law and in equity.
- B. The Escrow Agent shall be subject to the following terms and conditions and no others:
- (1) The duties and obligations of the Escrow Agent shall be determined solely by the express provisions of this agreement and no implied duties or obligations shall be implied against the Escrow Agent. Further, the Escrow Agent shall be under no obligation to refer to any other document between or among the Buyer and the Seller related in any way to this agreement, unless Escrow Agent is provided with a copy of such document and consents thereto in writing.
 - (2) The Escrow Agent shall not be liable to anyone by reason of any error of judgment, or for any act done or step taken or omitted by the Escrow Agent in good faith, or for any mistake of fact or law, or for anything which the Escrow Agent may do or refrain from doing in connection herewith, unless caused by or arising out of the Escrow Agent's actual and intentional misconduct.
 - (3) The Escrow Agent shall be entitled to rely, and shall be protected in acting in reliance, upon any writing furnished to the Escrow Agent by either the Buyer or the Seller and shall be entitled to treat as genuine, and as the document it purports to be, any letter, paper or other document furnished to the Escrow Agent in connection with its role as escrow agent. The Escrow Agent may rely on any affidavit of either the Buyer or the Seller or any other person as to the existence of any facts stated therein to be known by the affiant.

- (4) In the event of any disagreement between the Buyer and the Seller resulting in adverse claims and demands being made in connection with or against the funds held in escrow, the Escrow Agent shall be entitled, at the Escrow Agent's option, to refuse to comply with the claims or demands of either party until such disagreement is finally resolved (i) by a court of competent jurisdiction (in proceedings which the Escrow Agent or any other party may initiate, it being understood and agreed by the Buyer and the Seller that the Escrow Agent has authority (but no obligation) to initiate such proceedings), or (ii) by an arbitrator in the event that the Buyer and the Seller determine to submit the dispute to arbitration pursuant to the rules of the American Arbitration Association, and in so doing the Escrow Agent shall not be or become liable to any party, or (iii) by written settlement between the Buyer and the Seller.

35. INSPECTION OF UNIT:

It is understood and agreed that prior to the Closing Buyer shall have no right to be present on the premises nor shall Buyer have any right of access to the Unit for any reason whatsoever except as may be expressly agreed to in writing by Seller or except as provided in the following sentence. Notwithstanding the foregoing, Buyer shall have the right to inspect the Unit once within seven (7) days prior to the Closing Date by giving Seller oral or written notice of Buyer's election to inspect. Upon Buyer's request such inspection will be arranged by Seller, in his reasonable discretion, to take place between the hours of 8:30 a.m. and 5:00 p.m. on Monday through Friday. Buyer shall not be permitted to make any inspection unless accompanied by Seller's representative. During such inspection Buyer shall complete the Punchlist of items requiring touch-up, fix-up and the like for Seller's approval, the form of which is attached hereto as Schedule C (the "Punchlist"). Prior to the time for the delivery of the Deed hereunder, Seller shall either countersign the Punchlist as submitted by Buyer or provide notice to Buyer, either in writing, by telephone or in person of such items which Seller does not agree to perform. If Seller fails to provide timely notice, Seller shall be deemed to have countersigned the Punchlist as submitted by Buyer. Seller shall complete the work on the Punchlist to which Seller has agreed within thirty (30) days after the Closing Date at no additional cost to the Buyer. Notwithstanding the fact that there may be Punchlist items to be completed pursuant to this Section 35, as long as Seller has obtained a Certificate of Occupancy covering the Unit, the Unit shall be deemed to be Substantially Complete for the purposes of this Agreement and Buyer shall not be entitled to an extension of the Closing Date nor shall Buyer be entitled to any hold back of funds at the Closing. The provisions of this Section 35 shall survive the delivery of the Deed hereunder.

36. BROKER'S FEE:

Buyer represents and warrants that Buyer has dealt with no broker(s) with respect to this transaction except Seller's marketing agents and any co-broker set forth on page 1 of this Agreement. Buyer agrees to indemnify Seller from and against all claims for brokerage commissions on account of this sale by any person claiming to have dealt with Buyer in connection with this transaction if the foregoing representation is not true.

37. CONDOMINIUM DOCUMENTS:

Buyer acknowledges that Buyer has previously received from Seller a copy of the Master Deed, the Condominium Trust, the Rules and Regulations, the form of Unit Deed and Budget (hereinbefore and hereinafter collectively referred to as the "Condominium Documents"). Buyer represents that he has read and reviewed the Condominium Documents and that the same are satisfactory.

38. NON-ASSIGNABILITY:

This Agreement shall not be transferrable or assignable by Buyer and any attempt to transfer or assign this Agreement shall be null and void and without effect. In the event of any attempted transfer or assignment the Seller shall have the right to terminate this Agreement and retain Buyer's deposit as liquidated damages. Provided, however, Buyer may, upon written notice to Seller at least ten (10) days prior to the Closing Date, elect to have the Unit Deed name a party (or parties) other than Buyer as the grantee(s) of such Unit Deed provided such new grantee is: (i) a spouse, or one or more of the siblings, children or parents of Buyer or any combination of Buyer, spouse and/or such sibling(s), parent(s) or children, or (ii) a trustee holding title solely for the benefit of Buyer or a member of Buyer's immediate family, provided that Buyer or such family member occupies the Unit after the Closing, or (iii) a co-signer or guarantor required by Buyer's mortgage lender in order for Buyer to qualify for mortgage financing.

In the event Buyer wishes to make such an election Buyer shall provide Seller with such evidence and documentation as Seller may reasonably require to prove that the grantee is of a kind permitted under this Section.

39. BUYER'S REPRESENTATION:

By the execution of this Agreement, Buyer hereby warrants and represents that Buyer intends to occupy the Unit as a single-family residence and that Buyer is not purchasing the Unit for investment purposes.

40. SELLER'S ADDITIONAL RESERVED RIGHTS:

Notwithstanding the provisions of Sections to the contrary, the Seller hereby reserves the right to convey a limited number of Units to purchasers not intending to occupy the Unit as a principal residence.

THIS AGREEMENT IS OF NO FORCE OR EFFECT UNTIL AND UNLESS EXECUTED ON BEHALF OF SELLER BY HARVEY L. PASTAN, PRESIDENT, SALISBURY WEST DEVELOPMENT CORPORATION. NO STATEMENTS, REPRESENTATIONS, WARRANTIES, UNDERTAKINGS, WAIVERS OR UNDERSTANDINGS, UNLESS CONTAINED IN THIS AGREEMENT, EXIST BETWEEN THE PARTIES HERETO. NO EMPLOYEE, REPRESENTATIVE OR AGENT OF THE SELLER HAS THE AUTHORITY TO ALTER, AMEND, SUPPLEMENT OR WAIVE THE PROVISIONS OF THIS AGREEMENT EXCEPT SAID HARVEY L. PASTAN, PRESIDENT.

Rev. 9/15/89

SCHEDULE A

THE HERITAGE AT SALISBURY WEST/STANDARD UNIT SPECIFICATIONS

KITCHEN:

Appliances will be from Magic Chef or from a manufacturer of equal quality and will have the following features:

Range: Self cleaning, natural gas

Dishwasher: Energy efficient model

Disposers: Continuous feed type

Refrigerator: None; plumbing for water line provided
for automatic ice maker

Microwave: With filter; above range type

Sink: Porcelain double bowl with Delta Gourmet spray
faucet or spray of equal quality

Cabinets: Decorative laminate

Counter tops: Decorative laminate

BATHROOMS:

Plumbing fixtures: All fixtures will be from Kohler
or from a manufacturer of equal quality

Master bath: Whirlpool acrylic with showerhead and
ceramic tile surround

2nd Bath: Cast iron tub with showerhead and ceramic tile
surround

Shower stalls: Acrylic base with ceramic tile and
shower door

Faucets: Delta or equal quality

Vanity: Decorative laminate with decorative
laminate top

Shower/tub faucets: Anti-scald valves

Sink: Center set faucets

Main drains: All main plumbing drains will be insulated
for sound

WINDOWS AND DOORS:

All windows and glass doors will be from Anderson or a manufacturer of equal quality.

Windows: Vinyl clad terratone with insulated glass and screens

Front Entry Door: Birch veneer with cherry stain and brass hardware

Slider to Deck: Insulated glass with screen

Interior Doors: Masonite raised six panel doors

PLUMBING:

Hot water: Provided by a common system; continuous feed gas-fired main boiler with 300 gallon reserve holding tank

Main drain: All main drains to be insulated for sound

Laundry area: Prepped for washer valve and drain

Shut-off valves: Each fixture to have individual stop and waste valve

HEATING:

Energy Source: Natural gas

Equipment: Warm air furnace by Carrier or a manufacturer of equal quality

AIR CONDITIONING:

Energy Source: Electrical

Equipment: Compressor and Condenser by Carrier or a manufacturer of equal quality

FLOORING:

Kitchen: Sheet vinyl

Bathroom(s): Ceramic tile with marble threshold

Foyer: Ceramic tile

All other finished living areas: Carpeting with 1/2" pad

LIGHTING FIXTURES:

Foyer: Recessed fixture

Kitchen: Fluorescent ceiling fixture and under counter
light strips

All Full Baths: Ceiling light with heat and fan; down
decorative brass lighting strip over
vanity mirror

Walk-in closets: Fluorescent tube with wall switch

Dining Area and Kitchen Area, where applicable: Junction
box only - fixture not provided

ELECTRIC SERVICE:

Main Service: Circuit breaker panel with 150 amps;
single phase individually metered

Smoke Detectors: Installed in all Units per Building Code;
system to be a centrally controlled,
monitoring zone designation for entire
building and wired directly to Worcester
fire department

Washer and Dryer: Connections are provided; appliances not
provided or installed

T.V.: Prewired for cable television with three connections

Telephone: Prewired for telephone with four jacks provided

INTERIOR TRIM:

All Interior Door Frames, Trim and Baseboard: To be wood

INTERIOR FINISH:

Ceiling and Wall Surface: Drywall construction

INTERIOR PAINT:

Ceiling: Smooth finish

Walls: Off-white latex paint

Woodwork and Doors: Off-white semi-gloss oil-based paint

INSULATION (R Factors are as represented by the manufacturer of product)

Attic Floor: Fiberglass batts R 30

Exterior Walls: Fiberglass batts R 19.5

Garage Ceiling: Fiberglass batts R 19

FIREPLACE:

Fireplace: Zero-clearance, natural gas-fired metal fireplace with glass doors

Surround/Hearth: Ceramic tile

Mantel: Wood to be painted with off-white semi-gloss paint

INTERCOM SYSTEM: Each unit to have audio system from main foyer to central panel in unit

PARTY-WALL CONSTRUCTION: 8 inch division between walls with sound board, sheet rock and sound attenuation blanket on each wall with dead air space.

DEMISING WALL BETWEEN UNIT AND CORRIDOR: Sound attenuation blanket, sheet rock and sound board.

CEILING HEIGHTS: 7' 10" minimum to 8' 3" maximum

- NOTE:
1. Seller may offer color selections, optional finishes and upgraded finishes depending on the construction schedule of the building
 2. Seller reserves the right to make changes in the above specifications and/or to substitute for any materials in the Buildings or Units with materials of equal or better quality.

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SCHEDULE B

SALISBURY WEST LIMITED WARRANTY

SALISBURY WEST DEVELOPMENT CORPORATION (the "Seller") hereby gives the following LIMITED WARRANTY to each person who buys from the Seller a Unit in Salisbury West which has not been previously occupied (each such person is hereinafter called the "Buyer"). Terms used herein which are defined in the Master Deed of Salisbury West and which are not specifically defined herein shall have the meaning given to them in said Master Deed. This LIMITED WARRANTY, which is extended only to Buyers and is not transferrable to or enforceable by, any succeeding transferees or purchasers, and which is the only express warranty the Seller is giving to Buyer, SPECIFICALLY EXCLUDES CONSEQUENTIAL AND INCIDENTAL DAMAGES AND THERE ARE LIMITATIONS OF SIX (6) MONTHS IN THE DURATION OF IMPLIED WARRANTIES.

Provided written notice is received by Seller within one (1) year from the Closing Date or date of occupancy, whichever first occurs, specifying exactly the defect complained of, and provided that Buyer complies with any reasonable service policy requirements and procedures adopted by the Seller Seller warrants to Buyer that for such period:

GENERAL COVERAGES (Subject to the exclusions set forth herein):

1. There will be no substantial structural defects in the Unit subject to the exclusions set forth herein.
2. The plumbing system and sewer lines in and serving the Unit will be free of substantial defects in materials or workmanship. Plumbing appliances and fixtures which are covered by a manufacturer's warranty are not covered by this warranty.
3. The wiring and other components of the electrical systems in and serving the Unit will be free from substantial defects in materials or workmanship. Electrical appliances, materials and equipment which are covered by a manufacturer's warranty are not covered by this warranty.
4. The heating and air-conditioning apparatus in and serving the Unit will be free from any substantial defects. Any portions of such apparatus which are covered by a manufacturer's warranty are not covered by this warranty.
5. The roof of the Building containing the Unit is warranted against leakage of water due to defects in materials or workmanship.
6. All windows and doors in the Unit will be free from substantial defects in materials and workmanship.

If a defect which is covered by this Limited Warranty should appear, Buyer must promptly notify Seller in writing. Buyer should briefly describe the defect and advise Seller when Buyer will be at the Unit so that an appropriate service call can be scheduled. In an emergency situation, Buyer should telephone Seller and then notify Seller in writing.

The Seller hereby assigns, transfers and passes through to Buyer, any and all manufacturers' or suppliers' warranties, if any, on all appliances, equipment, and materials which the Seller installs in the Unit. Copies of all such warranties have been given to Buyer or are available for Buyer's inspection at the Seller's principal office. Such warranties may include specific procedures which must be followed by Buyer to have the warranty take effect (e.g., notification to manufacturer, registration or mailing warranty card). Such notification, registration or mailing is the Buyer's sole responsibility as is the following or any specific claim procedure in the event of any defect in any item so covered. The Seller shall not have any liability whatsoever for any express or implied manufacturers' warranties.

The following items are specifically excluded from this LIMITED WARRANTY:

- A. Defects of any nature in appliances or pieces of equipment or material which are covered by manufacturers' or suppliers' warranties; as these have been assigned to Buyer, each manufacturer's warranty claim procedure must be followed where a defect appears in any of those items;
- B. Ordinary wear and tear, light bulbs, washers and other ordinary replacement items and damages due to ordinary wear and tear, abusive use, misuse, or lack of proper maintenance;
- C. Defects which are the result of characteristics common to materials used, such as, but not limited to, warping or deflection of wood, fading, chalking and checking of paint due to sunlight; cracks due to drying and curing of concrete, plaster, drywall, brick or masonry, caulking and weatherstripping or due to normal settling;
- D. Defects in items installed or supplied by Buyer or anyone other than Seller or its contractors at Seller's order;
- E. Work performed by Buyer or anyone other than Seller or its contractors at Seller's order;
- F. Defects in items installed by Seller or its contractors, which items are modified or altered by Buyer or anyone other than Seller or its contractors at Seller's order;
- G. Loss or injury due to the elements;
- H. Conditions resulting from condensation on, or expansion or contraction of, materials;

- I. Defects or malfunctions of any kind or nature with respect to the Security System installed in the Unit;
- J. Consequential or incidental damages including, specifically, but without limitation, any and all damages resulting from failure of any kind of Security System installed in the Unit;
- K. Failure of the heating/air conditioning system to provide temperatures outside of the design ranges of the system;
- L. Any exclusion set forth in the General Coverages Section of this Limited Warranty; and
- M. The entry of water, whether at the roof or any other part of the Unit or Building, caused by any abnormal weather conditions, the foregoing to include, without limitation, entry of water caused by flood conditions, hurricane, windstorm and other natural conditions such as the seepage of water during periods of high water table or caused by so-called "ice-dams".

If Buyer gives the Seller proper notification of a claimed defect, and if the defect is covered by this LIMITED WARRANTY, the Seller, or contractors chosen by the Seller, will replace or repair it (such a decision being the Seller's choice) at no charge or cost to Buyer within a reasonable time, but in any event not longer than sixty (60) days, unless weather conditions, labor problems or material shortages cause delays.

ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND HABITABILITY ARE LIMITED TO THE WARRANTY PERIODS SET FORTH ABOVE, AND THE WARRANTY HEREIN IS IN LIEU OF ALL IMPLIED WARRANTIES.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, NOR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO THE BUYER OR THE SELLER.

THIS LIMITED WARRANTY GIVES THE BUYER SPECIFIC LEGAL RIGHTS, AND BUYER MAY HAVE OTHER LEGAL RIGHTS WHICH MAY VARY BY STATE STATUTE.

In the event that any provision of this LIMITED WARRANTY shall be held to be invalid, the remainder of this LIMITED WARRANTY shall remain in full force and effect.

SCHEDULE C

SALISBURY WEST PUNCHLIST - THE HERITAGE

UNIT: _____

<u>Description</u>	<u>Approved</u>	<u>Disapproved</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____

SALISBURY WEST DEVELOPMENT
CORPORATION

By: Harvey L. Pastan, President

Buyer

Buyer

SCHEDULE D

_____, 19__

STANDARD AND OPTION SELECTION WORKSHEET

BUYER: _____ THE HERITAGE AT
SALISBURY WEST
UNIT NO. _____

Description	Color and Color No.	Cost or "S" if Standard
CARPETING:		

KITCHEN VINYL:		
CABINETRY:		

COUNTER TOP:		
Kitchen:		
Bath(s):		
CERAMIC TILE FLOORING:		
Bath(s):		
Foyer:		

FIREPLACE HEARTH AND SURROUND:		

Total cost of extra charge options: \$ _____

SALISBURY WEST DEVELOPMENT CORPORATION

By: Harvey L. Pastan, President

Buyer

Buyer

NOTE: Buyer understands that all selections are final and may not be changed after this Agreement has been signed and accepted by Buyer and Seller.

SCHEDULE E

UNIT DEED

SALISBURY WEST CONDOMINIUM

The terms used in this Unit Deed, shall have the following meanings or the meanings set forth in the Master Deed, as the case may be:

CONDOMINIUM: Salisbury West, a condominium established by the recording of the Master Deed.

CONDOMINIUM DOCUMENTS: The Master Deed, the Condominium Trust and the Rules and Regulations adopted pursuant thereto.

CONDOMINIUM TRUST: Salisbury West Condominium Trust under the Declaration of Trust dated May 5, 1981 and recorded with the Worcester District Registry of Deeds on May 21, 1981 in Book 7234, Page 211, as amended by instruments of record.

CONSIDERATION: _____
_____ () Dollars

GRANTEE:

GRANTEES' ADDRESS: 770 Salisbury Street, #, Worcester, Massachusetts 01609

GRANTOR: Salisbury West Development Corporation, a corporation duly established under the laws of the Commonwealth of Massachusetts and having its usual place of business at 7 Essex Green Drive, Suite 56, Peabody, Massachusetts.

MASTER DEED: The Master Deed of Salisbury West dated May 5, 1981 and recorded with the Worcester District Registry of Deeds on May 21, 1981 in Book 7234, Page 186, as amended by instruments of record.

UNIT: Unit No. in The Heritage Building at Salisbury West.

UNIT ADDRESS: 770 Salisbury Street, # Worcester, Massachusetts 01609

UNIT'S BENEFICIAL
INTEREST:

An undivided _____% interest in the Common
Elements of Salisbury West.

UNIT'S APPROXIMATE
TOTAL AREA:

_____ square feet.

GRANTOR, for the Consideration set forth above, the receipt and sufficiency of which is hereby acknowledged, hereby grants to Grantee, with QUITCLAIM COVENANTS, the Unit in the Condominium. The Unit is shown on the floor plans recorded with the Master Deed and on the floor plan attached hereto, to which is affixed the verified statement of a registered architect in the form required by Section 9 of M.G.L. Chapter 183A.

The Unit is conveyed together with:

1. The Unit's Beneficial Interest as it may be amended pursuant to the provisions of the Master Deed.
2. The exclusive right to use the Exclusive Common Elements appurtenant to the Unit as set forth in the Master Deed, including storage space number _____ in the basement level of the building, indoor parking space number _____, and the right to use in common, with all those entitled to the use thereof, the non-designated parking spaces of the Condominium subject to the restrictions in the Master Deed and the Rules and Regulations.
3. All other rights, easements, agreements, interests and provisions contained in the Condominium Documents as the same may be amended from time to time.

The Unit is conveyed subject to and with the benefit of:

1. The provisions of Chapter 183A as the same may be amended from time to time;
2. The provisions of the Condominium Documents, in each case as the same may be amended from time to time pursuant to the provisions thereof;
3. Real estate taxes assessed against the Unit and the Common Elements which are not yet due and payable;
4. Provisions of existing building and zoning laws; and
5. All easements, covenants, restrictions, conditions and other matters of record, insofar as in force and applicable.

The rights, agreements, easements, restrictions, provisions and interests set forth above, together with any amendments thereto shall constitute covenants running with the land and shall inure to the benefit of and bind, as the case may be, any person having at any time any interest or estate in the Unit, his agents, employees, licensees, visitors and lessees as though the same were fully set forth herein.

Without limiting the generality of the foregoing paragraph, the Unit is expressly subject to the Use, Alienation and Occupancy Restrictions set forth in Paragraph 9(c) of the Master Deed which provides among other restrictions that the Unit may be used only for residential purposes.

Grantee, by accepting this deed, hereby appoints and constitutes Harvey L. Pastan, President, Salisbury West Development Corporation, his successors and assigns, and each of them acting singly, with full power of substitution, as Grantee's true and lawful attorney-in-fact with full power coupled with an interest which cannot be revoked, to execute, acknowledge, deliver and record any one or more Phasing Amendments to the Condominium Documents in accordance with the terms in Paragraph _____ thereof.

In witness whereof, the said Salisbury West Development Corporation has caused its corporate seal to be hereto affixed and these presents to be signed, in its name and behalf by Harvey L. Pastan, its President, hereto duly authorized this _____ day of _____, 199_.

GRANTEE:

GRANTOR:

SALISBURY WEST DEVELOPMENT

Harvey L. Pastan,
President

COMMONWEALTH OF MASSACHUSETTS

Essex, ss. _____, 19__

Then personally appeared the above-named Harvey L. Pastan, President and acknowledged the foregoing to be the free act and deed of Salisbury West Development Corporation.

Notary Public
My commission expires: _____

COMMONWEALTH OF MASSACHUSETTS

, ss. _____, 19__

Then personally appeared the above-named _____ and acknowledged the foregoing to be his/her/their free act and deed, before me.

Notary Public
My commission expires: _____

SCHEDULE F

1. Subject to rights of the public and others entitled thereto in and to those portions of the premises lying within the bounds of Salisbury Street and Barry Road.
2. Rights and easements granted by Milton P. Higgins to the City of Worcester dated December 26, 1940 and recorded in Book 2819, Page 253.
3. Subject to rights of way and agreements contained in deed from William E. Zimmerman to Milton P. Higgins dated January 31, 1957 and recorded in Book 3842, Page 419 and 420.
4. Subject to restrictions contained in deed of Milton P. Higgins and Alice C. Higgins to John J. Burwick dated February 1, 1971, recorded in Book 5093, Page 95, as modified by Modification and Amendment of Restrictions dated February 1, 1972 and recorded in Book 5204, Page 454; Extension recorded in Book 5880, Page 19; Release dated May 15, 1974 by Milton P. Higgins recorded in Book 5928, Page 129; Approval dated May 15, 1974 by said Milton P. Higgins recorded in Book 6428, Page 372, and Approval of Plans by said Milton P. Higgins, dated May 11, 1981 and recorded in Book 7234, Page 175. Note: Plan approval required by paragraph 2 of the deed recorded in Book 5093, Page 95 is not required for future phasing plans so long as the development of the premises substantially complies with the other provisions of the restrictions set forth in the deed, as amended and qualified of record.
5. Terms and provisions of Special Permit issued by the Board of Appeals of the City of Worcester to John J. Burwick on April 17, 1974; Notice of Special Permit being dated April 17, 1974 and recorded in Book 5478, Page 178 as affected by Affidavit acknowledged November 12, 1974 and recorded in Book 5621, Page 155; Affidavit acknowledged August 7, 1975 and recorded in Book 5772, Page 315; Affidavit dated April 29, 1976 and recorded in Book 5928, Page 128; Affidavit acknowledged March 18, 1977 recorded in Book 6142, Page 102 and Decision of the Board of Appeals dated April 11, 1979 and recorded in Book 6708, Page 172.
6. Subject to Agreement (covenants from John J. Burwick with the Planning Board of the City of Worcester), dated August 8, 1974 and recorded in Book 5588, Page 221, and shown on plan recorded in Plan Book 403, Plan 7.
7. Subject to rights and easements granted by Lewis J. Busconi and Lawrence Remby, Trustees of Oakwood Realty Trust to Massachusetts Electric Company dated September 1, 1981 and recorded in Book 7310, Page 199.
8. Rights and easements granted by Lewis J. Busconi and Pukhraj Mathur, Trustees of Oakwood Realty Trust to New England Telephone and Telegraph Company of Access Easements dated February 1, 1983 and recorded in Book 7673, Page 303.

9. Terms and provisions of Amended Order of Conditions granted by the Worcester Conservation Commission dated January 29, 1986, recorded with said Deeds in Book 9271, Page 23, as affected by Affidavit dated July 19, 1989 and Extension Permit issued by Worcester Conservation Commission to Middlesex Investment Corp. in care of Charter Development Company (DEQE File No. 349-174), dated October 19, 1988 and recorded with said Deeds in Book 12228, Page 185.
10. Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on title created by Mass. Gen. Laws Chapter 183A or set forth in the Master Deed dated May 5, 1981 and recorded in May 21, 1981 in Book 7234, Page 186 as amended, and in the related by-laws; and in any allied instruments referred to in any of the instruments aforesaid including but not limited to the Declaration of Trust dated May 5, 1981 recorded May 21, 1981 in Book 7234, Page 211.

Rev. 9/15/89

SCHEDULE G

SALISBURY WEST

TAX LETTER AGREEMENT

Dear :

Today you have purchased Unit No. _____ in The Heritage Building at Salisbury West Condominium from Salisbury West Development Corporation (hereinafter the "Seller"). We believe that your particular phase of the Condominium will continue to be taxed under single ownership, rather than as separate condominium units, at least through fiscal year 1990, which ends June 30, 1990. For fiscal year 1991, the City of Worcester will probably issue separate tax bills to each homeowner, although we do not guarantee this.

So long as all or a portion of the Condominium property remains assessed under single ownership, you will receive from the Seller or the Salisbury West Condominium Trust, a bill to you for your portion of the total taxes as calculated pursuant to the terms of the Purchase and Sale Agreement and based on your percentage interest in Salisbury West. During such period of time the taxes will probably be paid in advance of the due date by the Seller. In such event you will receive written notice that such taxes have been paid and you will be required, and hereby agree to pay to the Seller or the Condominium Trust, as the case may be, your portion of the taxes, without any offset, to the party designated in the notice within ten (10) days of such notice. Alternatively, if the taxes are not paid in advance of the due date, you will be required, and hereby agree to pay to the Seller or the Condominium Trust, as the case may be, your portion of the taxes, without any offset, to the party designated in the bill at least ten (10) days before payment is due and payable to the City of Worcester without interest or penalty. The Salisbury West Condominium Trust or the Seller, as the case may be, shall then make timely payments of the tax bill to the City of Worcester from the tax payments made to them by the Homeowners in Salisbury West. Late payments by you will carry interest at the rate of two (2%) percent over the base rate of the Bank of Boston while such payments are outstanding, which you agree to pay together with any reasonable costs of collection, including without limitation, attorneys' fees, incurred in collecting your payment.

Without limiting the foregoing, it is agreed that a default by Buyer hereunder shall be deemed to be a default under M.G.L. Chapter 183A, Section 6(c) and the Trustees shall have the remedies set forth therein should the same become necessary to cure the default.

In the event that you are paying taxes into a tax escrow account held by an institutional mortgagee and you are required to make a payment pursuant to this Tax Letter Agreement, you should contact your mortgagee in order to arrange for an adjustment of your tax escrow account to reflect such payment. It should be understood that the responsibility of making any payment hereunder is solely that of the homeowner and that the Seller or the Condominium Trust is not required to make demand upon nor to take any action with respect to the institutional mortgagee in connection with any payment due hereunder. The homeowner shall also be solely responsible for arranging adjustments to the tax escrow account held by such mortgagee.

It must be clearly understood that this obligation to pay taxes is independent of any other fiscal affairs of the Condominium and that the method outlined in this letter of paying a single tax bill for the entire Condominium is for the benefit of the homeowners only.

Sincerely,

Harvey L. Pastan, President
Salisbury West Development
Corporation

UNIT OWNER'S ASSENT

Each undersigned homeowner assents to the above.

Date: _____, 199_

Unit No. _____
The Heritage Building

_____ Buyer

_____ Buyer

—

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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.

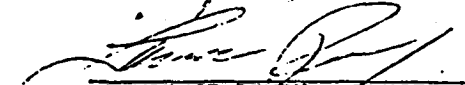
18. Meanings of Terms.

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

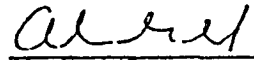

LAWRENCE REMBY, TRUSTEE

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.

SALISBURY WEST CONDOMINIUM
AMENDMENT NO. I CREATING PHASE II IN
ACCORDANCE WITH PARAGRAPH 10 OF MASTER DEED

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, being the Sponsor in that Master Deed, dated May 5, 1981, creating Salisbury West Condominium (the "Condominium"), recorded with said Registry of Deeds in Book 7234, Page 186, by this Amendment in accordance with the provisions of Paragraph 10 of said Master Deed, does hereby submit the land shown as Phase II (as more particularly described in Paragraph 1 herein), together with appurtenances belonging thereto, to the provisions of Chapter 183A of the General Laws, as amended, and does hereby state that it proposes to create, and does hereby create, with respect to said land, Phase II of Salisbury West Condominium to be governed by and subject to the provisions of Chapter 183A, General Laws, as amended. Said Phase II of the Condominium shall be subject to and have the benefit of the provisions of said Master Deed and By-laws of Salisbury West Condominium.

1. Description of Land in Phase II.

A parcel of land situated in Worcester, County of Worcester, Massachusetts, with the buildings, improvements and structures thereon, shown as Phase II on a plan entitled, "Phase II on a plan entitled, "Phase Plan of Salisbury West Condominium,

*Plan
Book
491*

*Plan
28*

*See pages
366 & 371
of this
Book*

*Book
737*

Pages 96 & 97

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", which plan is recorded with said Registry of Deeds in Plan Book 486, Plan 79. Said premises are also shown on plan entitled "Plan of Salisbury West Condominium, Phase II, Owned by: Lewis J. Busconi & Lawrence Remby, Trustees of Oakwood Realty Trust, Salisbury Street, Worcester, Massachusetts, Cullinan Engineering Co., Inc., Auburn-Boston, Massachusetts, Scale: 1 inch. = 40 feet, Date: October 21, 1981", which plan is to be recorded herewith.

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 otherland, 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.

2. Description of Buildings in Phase II.

Until the further amendment of the Master Deed, as provided in Paragraph 10 of the Master Deed, to create a subsequent phase or phases of the Condominium, the Units of the Condominium shall be only those included within the buildings of Phase I and Phase II, said Phase II building and units being shown on the Plan recorded herewith more specifically listed in Paragraph 3 hereof. Phase II of the Condominium consists of one (1) building containing forty-six (46) units, said building and units being designated as set forth in Exhibit A annexed hereto and made a part hereof.

The building in Phase II has three (3) floors and a basement, containing a garage and storage enclosures, and is constructed of poured reinforced concrete foundation, brick veneer exterior walls, metal frame concrete composition wood truss roof system, pitched roof and asphalt shingles and windows with wood sashes and glass.

3. Description of Units and their boundaries in Phase II.

The units in Phase II shall be known as Garden Apartment Units. The designation of each Unit in Phase II, 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 Exhibits A and B annexed hereto and made a part hereof. The layout of each unit in Phase II and location of the rooms therein are as shown on the plan recorded herewith, containing eight (8) pages and entitled: "As-Built Plan of Salisbury West Condominium, Concord Building -, Owned by: Lewis J. Busconi & Lawrence Remby, Trustees of Oakwood Realty Trust, Salisbury Street, Worcester, Massachusetts, Cullinan Engineering Co., Inc., Auburn-Boston, Massachusetts, Scale: 1/8" = 1' - 0" [±], Date: October 14, 1981", to be herewith recorded.

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

The owner of each unit in Phase II 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 Phases I through II only, other than the units thereon as more particularly set forth in Paragraph 5 of the Master Deed.

Each unit owner of a unit in Phase II shall have, appurtenant to said unit, the exclusive right and easement to use one (1) indoor and one (1) outdoor parking space to be assigned to it, the storage enclosure designated for that unit, and the deck contiguous thereto, all as set forth in Paragraph 5 of the Master Deed. The Sponsor may give the exclusive right and easement to use an additional indoor parking space as appurtenant to designated Garden Apartment Units.

5. Floor Plans.

Simultaneously with the recording hereof, there has been recorded a set of the floor plans of the building in Phase II, showing the layout, location, unit numbers and dimensions of the units, stating the designation of the building, and bearing the verified statement of a registered professional engineer or registered land surveyor, certifying that the plan fully and accurately depicts the layout, location, unit numbers and dimensions of the units, as built.

6. Unit Owner's Organization.

The Condominium will be managed and regulated by Salisbury West Condominium Trust, as set forth in the Master Deed.

7. Amendment to Master Deed.

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

8. Master Deed Incorporated by Reference.

Each of the units and the Common Elements in Phase II 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 II and the units and Common Elements included therein, as if they had been completely set forth herein.

IN WITNESS WHEREOF, the Sponsor has caused this Amendment to be executed this 23rd day of October, 1981.

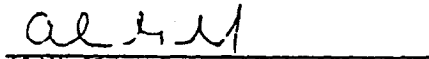

LEWIS J. BUSCONI, TRUSTEE


LAWRENCE REMBY, TRUSTEE

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS. October 23, 1981

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


ALAN GREENWALD,
NOTARY PUBLIC

MY COMMISSION EXPIRES: MAY 3, 1985

EXHIBIT A

AMENDMENT NO. 1 TO MASTER DEED

SALISBURY WEST CONDOMINIUM

COMMON AREA ACCESS	NUMBER OF ROOMS	APPROXIMATE AREA	CONCORD BLDG. UNIT NO.	A-1 Wing	A-2 Wing
FIRST FLOOR PLAN (A-1)	1 BR, 1 1/2 B, L, DA, K & D	940 S.F. +	201		
FIRST FLOOR PLAN (A-1)	1 BR, 1 1/2 B, L, DA, K & D	940 S.F. +	202		
FIRST FLOOR PLAN (A-1)	1 BR, 1 1/2 B, L, DA, K & D	1,045 S.F. +	203		
FIRST FLOOR PLAN (A-1)	2 BR, 1-3/4 B, L, DA K & D	1,500 S.F. +	204		
FIRST FLOOR PLAN (A-1)	2 BR, 1-3/4 + 1 1/2 B, L, DA, K & D	1,670 S.F. +	205		
FIRST FLOOR PLAN (A-1)	1 BR, 1 1/2 B, L, DA, K & D	1,145 S.F. +	206		
FIRST FLOOR PLAN (A-1)	2 BR, 1-3/4 B, L, DA, & K	1,355 S.F. +	207		
FIRST FLOOR PLAN (A-1)	2 BR, 2B, L, DA & K	1,250 S.F. +	208		
SECOND FLOOR PLAN (A-1)	1 BR, 1 1/2 B, L, DA, K & D	940 S.F. +	209		
SECOND FLOOR PLAN (A-1)	1 BR, 1 1/2 B, L, DA, K & D	940 S.F. +	210		
SECOND FLOOR PLAN (A-1)	1 BR, 1 1/2 B, L, DA, K & D	1,045 S.F. +	211		
SECOND FLOOR PLAN (A-1)	2 BR, 1-3/4 B, L, DA, K & D	1,500 S.F. +	212		
SECOND FLOOR PLAN (A-1)	2 BR, 1-3/4 B + 1 1/2 B, L, DA, K & D	1,615 S.F. +	213		
SECOND FLOOR PLAN (A-1)	1 BR, 1 1/2 B, L, DA, K & D	1,140 S.F. +	214		
SECOND FLOOR PLAN (A-1)	2 BR, 1-3/4 B, L, DA & K	1,355 S.F. +	215		
SECOND FLOOR PLAN (A-1)	2 BR, 2B, L, DA & K	1,250 S.F. +	216		
THIRD FLOOR PLAN (A-1)	1 BR, 1 1/2 B, L, DA, K & D	940 S.F. +	217		
THIRD FLOOR PLAN (A-1)	1 BR, 1 1/2 B, L, DA, K & D	940 S.F. +	218		
THIRD FLOOR PLAN (A-1)	1 BR, 1 1/2 B, L, DA, K & D	1,045 S.F. +	219		
THIRD FLOOR PLAN (A-1)	2 BR, 1-3/4 B, L, DA, K & D	1,500 S.F. +	220		
THIRD FLOOR PLAN (A-1)	2 BR, 1-3/4 B + 1 1/2 B, L, DA, K & D	1,595 S.F. +	221		
THIRD FLOOR PLAN (A-1)	1 BR, 1 1/2 B, L, DA, K & D	1,140 S.F. +	222		
THIRD FLOOR PLAN (A-1)	2 BR, 1-3/4 B, L, DA & K	1,355 S.F. +	223		
THIRD FLOOR PLAN (A-1)	2 BR, 2B, L, DA & K	1,250 S.F. +	224		
FIRST FLOOR PLAN (A-2)	1 BR, 1 1/2 B, L, DA, K & D	950 S.F. +	251		
FIRST FLOOR PLAN (A-2)	1 BR, 1 1/2 B, L, DA, K & D	950 S.F. +	252		
FIRST FLOOR PLAN (A-2)	1 BR, 1 1/2 B, L, DA, K & D	1,035 S.F. +	253		
FIRST FLOOR PLAN (A-2)	2 BR, 1-3/4 B, L, DA, K & D	1,475 S.F. +	254		
FIRST FLOOR PLAN (A-2)	2 BR, 1-3/4 B, L, DA, K & A	1,255 S.F. +	255		
FIRST FLOOR PLAN (A-2)	2 BR, 1-3/4 B, L, DA, K & D	1,510 S.F. +	256		

(continued next page)

AMENDMENT NO. 1
 to
 MASTER DEED
 of
 SALISBURY WEST CONDOMINIUM
 EXHIBIT B
 (CONTINUED)

MASTERS
 MORGENTHAU
 BOOK
 ATTORNEY

[Handwritten signature]

UNIT NO.	PHASE I	PHASE II	PHASE III	PHASE IV	PHASE V	PHASE VI	PHASE VII	PHASE VIII
262		.01957	.01025	.00936	.00652	.00501	.00406	.00376
263		.02209	.01157	.01057	.00736	.00565	.00459	.00425
264		.02016	.01056	.00964	.00672	.00516	.00418	.00387
265		.01992	.01044	.00953	.00664	.00510	.00413	.00383
266		.02878	.01508	.01377	.00959	.00737	.00598	.00554
267		.01726	.00984	.00826	.00575	.00442	.00358	.00332
268		.02221	.01163	.01062	.00740	.00568	.00461	.00427
269		.02002	.01049	.00958	.00667	.00512	.00416	.00385
270		.02261	.01184	.01081	.00754	.00578	.00469	.00434
271		.02061	.01080	.00986	.00687	.00527	.00428	.00396
272		.02040	.01068	.00976	.00680	.00522	.00423	.00392

Recorded OCT 29 1981 at 11:15 AM

EXHIBIT A

AMENDMENT NO. 1 TO MASTER DEED
SALISBURY WEST CONDOMINIUM

COMMON AREA ACCESS	NUMBER OF ROOMS	APPROXIMATE AREA	CONCORD BLDG. UNIT NO.
FIRST FLOOR PLAN (A-2)	2 BR, 1-3/4 B, L, DA & K	1,365 S.F. +	257
FIRST FLOOR PLAN (A-2)	2 BR, 2B, L, DA & K	1,255 S.F. +	258
SECOND FLOOR PLAN (A-2)	2 BR, 1-3/4B + 1/2B, L, DA, K & D	1,900 S.F. +	259
SECOND FLOOR PLAN (A-2)	1 BR, 1 1/2B, L, DA, K & D	1,035 S.F. +	260
SECOND FLOOR PLAN (A-2)	2 BR, 1-3/4 B, L, DA, K & D	1,475 S.F. +	261
SECOND FLOOR PLAN (A-2)	2 BR, 1-3/4B, L, DA, K & A	1,255 S.F. +	262
SECOND FLOOR PLAN (A-2)	2 BR, 1-3/4B, L, DA, K & D	1,510 S.F. +	263
SECOND FLOOR PLAN (A-2)	2 BR, 1-3/4 B, L, DA & K	1,365 S.F. +	264
SECOND FLOOR PLAN (A-2)	2 BR, 1-3/4B + 1/2B, L, DA, K & D	1,900 S.F. +	266
THIRD FLOOR PLAN (A-2)	1 BR, 1 1/2B, L, DA, K & D	1,035 S.F. +	267
THIRD FLOOR PLAN (A-2)	2 BR, 1-3/4B, L, DA, K & D	1,475 S.F. +	268
THIRD FLOOR PLAN (A-2)	2 BR, 1-3/4B, L, DA, K & A	1,255 S.F. +	269
THIRD FLOOR PLAN (A-2)	2 BR, 1-3/4B, L, DA, K & D	1,510 S.F. +	270
THIRD FLOOR PLAN (A-2)	2 BR, 1-3/4B, L, DA & K	1,365 S.F. +	271
THIRD FLOOR PLAN (A-2)	2 BR, 2B, L, DA & K	1,255 S.F. +	272

EXHIBIT A (CONTINUED)

Key:

L - Living Room
 DA - Dining Area
 K - Kitchen
 BR - Bedroom
 B - Bathroom
 D - Den
 A - Alcove

The areas stated above do not include the decks contiguous to the Garden Apartment Units.

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: The upper surface of the reinforced poured concrete floors;
- ii. Ceilings: The plane of the lower surface of the metal track system;
- iii. Walls: The plan of the surface facing the Unit of the metal wall studs
- iv. Doors & Windows: As to doors, the exterior surface thereof; as to windows, the exterior surface of the glass and of the window frames.

AMENDMENT NO. 1
to
MASTER DEED
of
SALISBURY WEST CONDOMINIUM

EXHIBIT B

Percentage interest in common elements upon the Amendment of the Master Deed so as to include Phase II in the condominium, both 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	.02269	.01188	.01085	.00756	.00580	.00471	.00436
2	.25000	.02269	.01188	.01085	.00756	.00580	.00471	.00436
3	.25000	.02269	.01188	.01085	.00756	.00580	.00471	.00436
4	.25000	.02269	.01188	.01085	.00756	.00580	.00471	.00436
201		.01616	.00846	.00773	.00539	.00413	.00335	.00310
202		.01616	.00846	.00773	.00539	.00413	.00335	.00310
203		.01647	.00863	.00788	.00549	.00421	.00342	.00317
204		.02121	.01111	.01014	.00707	.00542	.00440	.00407
205		.02255	.01181	.01078	.00752	.00577	.00468	.00433
206		.01760	.00922	.00842	.00587	.00450	.00365	.00338
207		.01969	.01031	.00942	.00656	.00504	.00409	.00378
208		.01947	.01020	.00931	.00649	.00498	.00404	.00374
209		.01653	.00866	.00791	.00551	.00423	.00343	.00318
210		.01653	.00866	.00791	.00551	.00423	.00343	.00318
211		.01687	.00883	.00807	.00562	.00431	.00350	.00324
212		.02170	.01137	.01038	.00723	.00555	.00450	.00417
213		.02308	.01209	.01104	.00769	.00590	.00479	.00443
214		.01801	.00943	.00861	.00600	.00461	.00374	.00346
215		.02016	.01056	.00964	.00672	.00516	.00418	.00387

*See page
99 of
this book*

**SALISBURY WEST CONDOMINIUM
AMENDMENT NO. 2 OF MASTER DEED**

The Salisbury West Condominium Master Deed, dated May 5, 1981 and recorded with the Worcester District Registry of Deeds in Book 7234, Page 186, as amended by Amendment No. 1 Creating Phase II in Accordance with Paragraph 10 of Master Deed, dated October 23, 1981 and recorded with the Worcester District Registry of Deeds in Book 7350, Page 342 is hereby further amended in accordance with Paragraph 10 of said Master Deed, as follows:

1. Paragraph 10, Section V of the Master Deed is amended by adding thereto "No change in the percentage interest in the common elements may be affected pursuant to the phasing referred to herein, more than 10 years after the effective date of the Master Deed".
2. Paragraph 19 shall be added to the Master Deed and shall read "Any agreement for professional management of the condominium project, or any other contract providing for services of the developer, sponsor or builder may not exceed 3 years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on 90 days or less written notices".
3. Paragraph 5, Section k of the Master Deed is amended by adding thereto "The sponsor may give the exclusive right and easement to use more than one indoor parking space as appurtenant to designated units in any phase". Paragraph 5 of the Master Deed

is further amended by adding thereto "The sponsor may give the exclusive right and easement to hall closets as appurtenant to designated units in any phase".

Executed as a sealed instrument this 1st day of December 1981

OAKWOOD REALTY TRUST (The owner of units entitled to 75% or more in interest of the beneficial interests)

BY: Lewis J. Busconi
LEWIS J. BUSCONI, TRUSTEE

BY: Lawrence Renby
LAWRENCE RENBY, TRUSTEE

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

DECEMBER 1, 1981

Then personally appeared the above-named LEWIS J. BUSCONI and LAWRENCE RENBY, Trustees as aforesaid, and acknowledged the foregoing instrument to be their free act and deed, before me

Alan Greenwald
ALAN GREENWALD, NOTARY PUBLIC
MY COMMISSION EXPIRES: May 3, 1985

SALISBURY WEST CONDOMINIUM TRUST

BY: Lewis J. Busconi
LEWIS J. BUSCONI, TRUSTEE (THE SOLE TRUSTEE)

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

DECEMBER 1, 1981

Then personally appeared the above-named LEWIS J. BUSCONI, Trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed, before me

Alan Greenwald
ALAN GREENWALD, NOTARY PUBLIC
MY COMMISSION EXPIRES: May 3, 1985

OAKWOOD REALTY TRUST (SPONSOR)

BY: Lewis J. Busconi
LEWIS J. BUSCONI, TRUSTEE

BY: Lawrence Renby
LAWRENCE RENBY

A true copy of record of
COMMONWEALTH OF MASSACHUSETTS
WORCESTER DISTRICT REGISTRY OF DEEDS

MIDDLESEX, SS.

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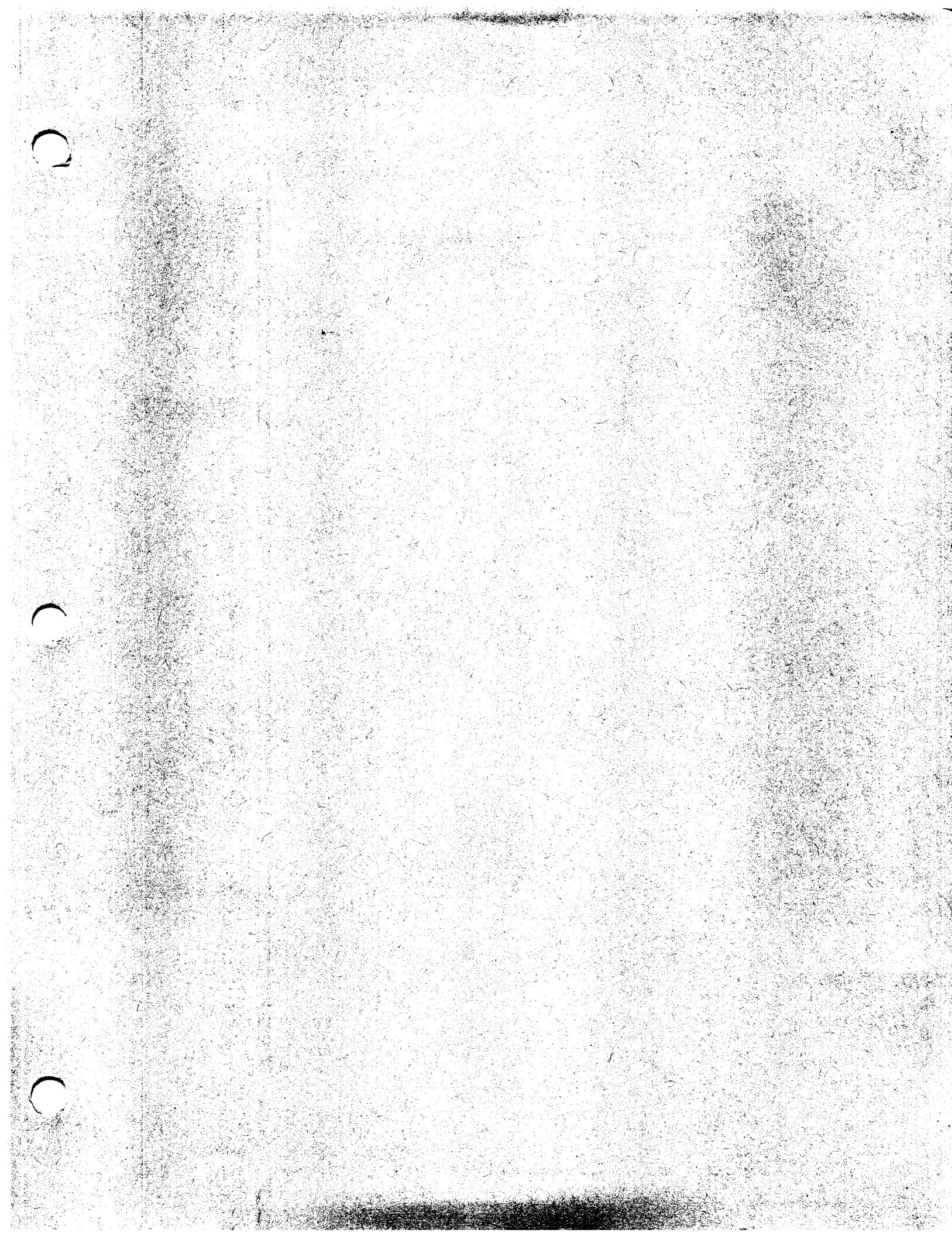
DECEMBER 1, 1981

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

Register

Alan Greenwald
ALAN GREENWALD, NOTARY PUBLIC
MY COMMISSION EXPIRES: 5/3/85

Recorded DEC 3 1981 at 3:38 PM



SALISBURY WEST CONDOMINIUM
 AMENDMENT NO. 3 CREATING PHASE IV, PART A IN
ACCORDANCE WITH PARAGRAPH 10 OF MASTER DEED

*See
page
357 of
the book*

LEWIS J. BUSCONI and PUKHRAJ MATHUR, 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, being the Sponsor in that Master Deed, dated May 5, 1981, creating Salisbury West Condominium (the "Condominium"), recorded with said Registry of Deeds in Book 7234, Page 186, as amended by Amendment No. 1 Creating Phase II, dated October 23, 1981, and recorded with Worcester District Registry of Deeds in Book 7350, Page 342, as further amended by Amendment No. 2 of said Master Deed, dated December 1, 1981 and recorded with Worcester District Registry of Deeds in Book 7375, Page 96 (See Resignation of Trustee of Oakwood Realty Trust dated April 29, 1982 and recorded with said Registry of Deeds in Book 7476, Page 346, Appointment of Trustee of Oakwood Realty Trust dated May 6, 1982 and recorded with said Registry of Deeds in Book 7476, Page 347, and Acceptance of Appointment of Trustee of Oakwood Realty Trust dated May 10, 1982 and recorded with said Registry of Deeds in Book 7476, Page 348), does hereby, in accordance with the provisions of Paragraph 10 of said Master Deed, submit the land shown as Phase IV, Part A (as more particularly described in Paragraph 1 herein), together with appurtenances belonging thereto, to the provisions of Chapter 183A of the General Laws, as amended, and does hereby state that it proposes to create, and does hereby create, with respect to said land, Phase IV, Part A of Salisbury West Condominium, to be governed by and subject to the provisions of Chapter 183A, General Laws, as amended. Said Phase IV, Part A of the Condominium shall be subject to and have the benefit of the provisions of said Master Deed and By-laws of Salisbury West Condominium.

1. Description of Land in Phase IV, Part A

A parcel of land situated in Worcester, County of Worcester, Massachusetts, with the buildings, improvements and structures thereon, being a portion of the parcel shown as Phase IV on a 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", which plan is recorded with said Registry of Deeds in Plan Book 486, Plan 79, being 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 8, 1981, Cullinan Engineering Co., Inc., Auburn-Boston, Massachusetts, Consulting Civil Engineers-Land Surveyors", as Amended by "Alfonso A. Lucibello - Architect, Amended Plan, Dated: 9/10/82" to be recorded herewith, PLAN BOOK 500 PLAN 41

The premises are subject to and with the benefit of the rights 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.

2. Description of Buildings in Phase IV Part A

Until the further amendment of the Master Deed, as provided in Paragraph 7 herein and Paragraph 10 of the Master Deed to add Phase IV Part B or to create a subsequent phase or subsequent phases of the condominium, the units of the condominium shall be only those included within the buildings of Phase I, Phase II and Phase IV Part A, said Phase IV Part A building and units being shown on the plan recorded herewith, as more specifically set forth in Paragraph 3 hereof. Phase IV Part A of the condominium consists of one (1) building containing four (4) units, said building and units being designated as set forth in Exhibit A annexed hereto and made a part hereof.

The building in Phase IV Part A has two (2) floors, plus a full unfinished basement, contains four (4) residential units and is constructed of poured concrete, wood siding and brick veneer exterior walls, wood framing, pitched roof with asphalt shingles, wood and glass windows, and sliding and flush wood doors.

3. Description of Units and their Boundaries in Phase IV Part A

The units in Phase IV Part A shall be town house units. The designation of each unit in Phase IV Part A, 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 Exhibits A and B annexed hereto and made a part hereof. The layout of each unit in Phase IV Part A and location of the rooms therein are as shown on the plan entitled: "Salisbury West Condominium, Phase IV Part A, Salisbury Street, Worcester, Massachusetts, Date: September 10, 1982, Lucci Design Associates of N.E., 595 Revere Beach Parkway, Revere, Massachusetts 02151" to be herewith recorded, PLAN BOOK 500 PLAN 42

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

The owner of each unit in Phase IV Part A 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 and subject to the provisions of Paragraph 7 herein for the addition of Phase IV Part B.

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

Each unit owner of a unit in Phase IV Part A shall have, appurtenant to said unit, the exclusive right and easement to use one (1) indoor and one (1) outdoor parking space to be assigned to it, and the patio and bulkhead contiguous thereto, all as set forth in Paragraph 5 of the Master Deed.

5. Floor Plans

Simultaneously with the recording hereof, there has been recorded a set of the floor plans of the building in Phase IV Part A, showing the layout,

location, unit numbers and dimensions of the units, stating that the building has no name, and bearing the verified statement of a registered professional engineer or registered land surveyor, certifying that the plan fully and accurately depicts the layout, location, unit numbers and dimensions of the units, as built.

6. Unit Owner's Organization

The condominium will be managed and regulated by Salisbury West Condominium Trust, as set forth in the Master Deed.

7. Amendment to Master Deed

Phase IV Part A, 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" as Amended by "Alfonso A. Lucibello - Architect, Amended Plan, Dated: 9/10/82" has been developed prior to Phase III as shown in "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", which plan is recorded with said Registry of Deeds in Plan Book 436, Plan 79, and nothing herein shall preclude the "Sponsor" from hereafter submitting Phase III to the provisions of Chapter 183A of the General Laws, as amended.

Phase IV as shown on "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", has been divided into Phase IV Part A and Phase IV Part B as shown on "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", as Amended by Alfonso A. Lucibello - Architect, Amended Plan, Dated: 9/10/82".

Said Phase IV Part A is by virtue of this Amendment hereby submitted to the provisions of Chapter 183A of the General Laws as amended, and upon the completion of construction of a building on Phase IV Part B, Phase IV Part B will be submitted to the provisions of Chapter 183A, at which time said Phase IV Part A and Phase-IV Part B will be combined and will form Phase IV as shown on "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".

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

8. Master Deed Incorporated by Reference

Each of the units and the common elements in Phase IV Part A 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 IV Part A and the units and common elements included therein, as if they had been completely set forth herein.

IN WITNESS WHEREOF, the Sponsor has caused this Amendment to be executed this 1st day of October, 1982.


LEWIS J. BUSCONI, Trustee


PUKHRAJ MATHUR, Trustee

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

October 1, 1982

Then personally appeared the above-named LEWIS J. BUSCONI and PUKHRAJ MATHUR, Trustees as aforesaid, and acknowledged the foregoing instrument to be their free act and deed, before me



ALAN GREENWALD,
NOTARY PUBLIC
MY COMMISSION EXPIRES: 5/3/85

EXHIBIT A

AMENDMENT NO. 3 TO MASTER DEED
SALISBURY WEST CONDOMINIUM

<u>UNIT NO.</u>	<u>APPROXIMATE AREA</u>	<u>NUMBER OF ROOMS</u>	<u>COMMON AREA ACCESS</u>
5	2,572 square feet	3 BR, 2 B, 2 F, DR, LR, K, LAV, BK	Front Yard, Walkways
6	2,590 square feet	2 BR, 2 B, 2 F, DR, LR, K, LAV, BK	Front yard, Walkways.
7	2,603 square feet	2 BR, 2 B, 2 F, DR, LR, K, LAV, BK	Front Yard, Walkways
8	2,572 square feet	3 BR, 2 B, 2 F, DR LR, K, LAV, BK	Front Yard, Walkways

KEY:

- BR - Bedroom
- B - Bathroom
- F - Foyer
- DR - Dining Room
- LR - Living Room
- K - Kitchen
- LAV - Lavatory
- BK - Breakfast Room

AMENDMENT NO. 3 TO MASTER DEED

EXHIBIT A (CONTINUED)

The areas stated above do not include the outside patios 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 on the basement level.

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.

AMENDMENT NO. 3
OF
MASTER DEED
TO
SALISBURY WEST CONDOMINIUM
EXHIBIT B

Percentage interest in common elements upon the Amendment of the Master Deed so as to include Phase IV Part A in the condominium, both initially and upon the creation of subsequent phases of the condominium.

BOOK 7569 PAGE 354

UNIT NO.	PHASE I	PHASE II	PHASE IV		PHASE III	PHASE V	PHASE VI	PHASE VII	PHASE VIII
			PART A	PART B					
1	.025000	.02269	.02080	.01920	.01085	.00756	.00580	.00471	.00436
2	.025000	.02269	.02080	.01920	.01085	.00756	.00580	.00471	.00436
3	.025000	.02269	.02080	.01920	.01085	.00756	.00580	.00471	.00436
4	.025000	.02269	.02080	.01920	.01085	.00756	.00580	.00471	.00436
201		.01616	.01431	.01367	.00773	.00539	.01413	.00335	.00310
202		.01616	.01481	.01367	.00773	.00539	.01413	.00335	.00310
203		.01647	.01510	.01394	.00788	.00549	.00421	.00342	.00317
204		.02121	.01944	.01795	.01014	.00707	.00542	.00440	.00407
205		.02255	.02067	.01908	.01078	.00752	.00577	.00468	.00433
206		.01760	.01613	.01489	.00842	.00587	.00450	.00365	.00338
207		.01969	.01805	.01666	.00942	.00656	.00504	.00409	.00378
208		.01947	.01785	.01648	.00931	.00649	.00498	.00404	.00374
209		.01653	.01516	.01399	.00791	.00551	.00423	.00343	.00318
210		.01653	.01516	.01399	.00791	.00551	.00423	.00343	.00318
211		.01687	.01546	.01428	.00807	.00562	.00431	.00350	.00324
212		.02170	.01990	.01837	.01038	.00723	.00555	.00450	.00417
213		.02308	.02116	.01953	.01104	.00769	.00590	.00479	.00443
214		.01801	.01651	.01524	.00861	.00600	.00461	.00374	.00346
215		.02016	.01848	.01706	.00964	.00672	.00516	.00418	.00387

AMENDMENT NO. 3
to
MASTER DEED
of
SALISBURY WEST CONDOMINIUM
EXHIBIT B
(continued)

Recorded OCT 5 1982 at 2:35 PM

UNIT NO.	PHASE I	PHASE II	PHASE IV		PHASE III	PHASE V	PHASE VI	PHASE VII	PHASE VIII
			PART A	PART B					
261		.02170	.01990	.01837	.01038	.00723	.00555	.00450	.00417
262		.01957	.01794	.01656	.00936	.00652	.00501	.00406	.00376
263		.02209	.02026	.01870	.01057	.00736	.00565	.00459	.00425
264		.02016	.01848	.01706	.00964	.00672	.00516	.00418	.00387
265		.01992	.01827	.01686	.00953	.00664	.00510	.00413	.00383
266		.02878	.02639	.02436	.01377	.00959	.00737	.00598	.00554
267		.01726	.01562	.01461	.00826	.00575	.00442	.00358	.00332
268		.02221	.02036	.01880	.01062	.00740	.00568	.00461	.00427
269		.02002	.01936	.01695	.00958	.00667	.00512	.00416	.00385
270		.02261	.02073	.01913	.01081	.00754	.00578	.00469	.00434
271		.02061	.01890	.01745	.00986	.00687	.00527	.00428	.00396
272		.02040	.01870	.01726	.00976	.00680	.00522	.00423	.00392
5			.02030	.01920	.01085	.00756	.00580	.00471	.00436
6			.02030	.01920	.01085	.00756	.00580	.00471	.00436
7			.02080	.01920	.01085	.00756	.00580	.00471	.00436
8			.02080	.01920	.01085	.00756	.00580	.00471	.00436

The percentage interest in the Common Elements not assigned to Phase I, II and Phase IV Part A for Phase III, Phase IV Part B and Phases V, VI, VII and VIII are reserved for Phase III, Phase IV Part B and Phases V, VI, VII and VIII. Upon the submission of Phase IV Part B to Chapter 183A of the General Laws, as amended, Phase IV Part A and Phase IV Part B will be combined and thereafter, as combined, will form and be known as Phase IV.

**SALISBURY WEST CONDOMINIUM
AMENDMENT NO. 4 CREATING PHASE IIIA IN
ACCORDANCE WITH PARAGRAPH 10 OF MASTER DEED**

LEWIS J. BUSCONI and PUKHRAJ MATHUR, 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, being the Sponsor in a Master Deed, dated May 5, 1981, creating Salisbury West Condominium (the "Condominium"), recorded with said 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 (See Resignation of Trustee of Oakwood Realty Trust, dated April 29, 1982 and recorded with said Deeds in Book 7476, Page 346, Appointment of Trustee of Oakwood Realty Trust, dated May 6, 1982, and recorded with said Deeds in Book 7476, Page 347, and Acceptance of Appointment of Trustee of Oakwood Realty Trust, dated May 10, 1982 and recorded with said Deeds in Book 7476, Page 348), 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, do hereby, in accordance with the provisions of Paragraph 10 of said Master Deed, submit the land shown as Phase IIIA (as more particularly described in Paragraph 1 herein), together with all improvements thereon and appurtenances belonging thereto, to the provisions of Chapter 183A of the Massachusetts General Laws, as amended, and do hereby state that they propose to create, and do hereby create, with respect to said land, Phase IIIA of Salisbury West Condominium, to be governed by and subject to the provisions of said Chapter 183A as amended. Said Phase IIIA of the Condominium shall be subject to and have the benefit of the provisions of said Master Deed and By-Laws of Salisbury West Condominium.

1. Description of Land in Phase IIIA

A parcel of land situated in Worcester, County of Worcester, Massachusetts, with the buildings, improvements and structures thereon, being a portion of Phase III on a 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", which plan is recorded with said Registry of Deeds in Plan Book 486, Plan 79, and shown as Phase IIIA on a plan entitled, "Plan of Phase III Salisbury West Condominium in Worcester, Mass. Prepared For Oakwood Realty Trust By Briggs Associates, Inc. 400 Hingham St. Rockland, Mass. August 27, 1985", to be recorded herewith. *PLAN BOOK 540 PLAN 88*

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

The common areas and facilities contained within Phase IIIA shall, upon recording hereof, become a part of the Condominium.

3. Amendment to Master Deed

Phase III, as shown on "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", has been divided into Phase IIIA and Phase IIIB as shown on "Plan of Phase III Salisbury West Condominium in Worcester, Mass. Prepared For Oakwood Realty Trust By Briggs Associates, Inc. 400 Hingham St. Rockland, Mass. August 27, 1985".

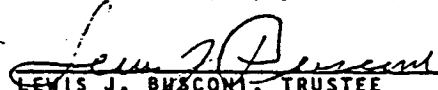
Said Phase IIIA is by virtue of this Amendment hereby submitted to the provisions of said Chapter 183A, and upon the completion of construction of a building or buildings in Phase IIIB, Phase IIIB will be submitted to the provisions of said Chapter 183A, at which time said Phase IIIA and Phase IIIB will be combined and will form Phase III as shown on said "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".

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

4. Master Deed Incorporated by Reference

The Common Elements in Phase IIIA shall be subject to the Master Deed and any amendments thereto, 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 IIIA and the Common Elements included therein, as if they had been completely set forth herein.

IN WITNESS WHEREOF, the Sponsor has caused this Amendment to be executed this 29th day of AUGUST, 1985.

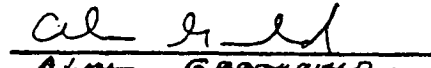

LEWIS J. BUSCONI, TRUSTEE


PUKHRAJ MATHUR, TRUSTEE

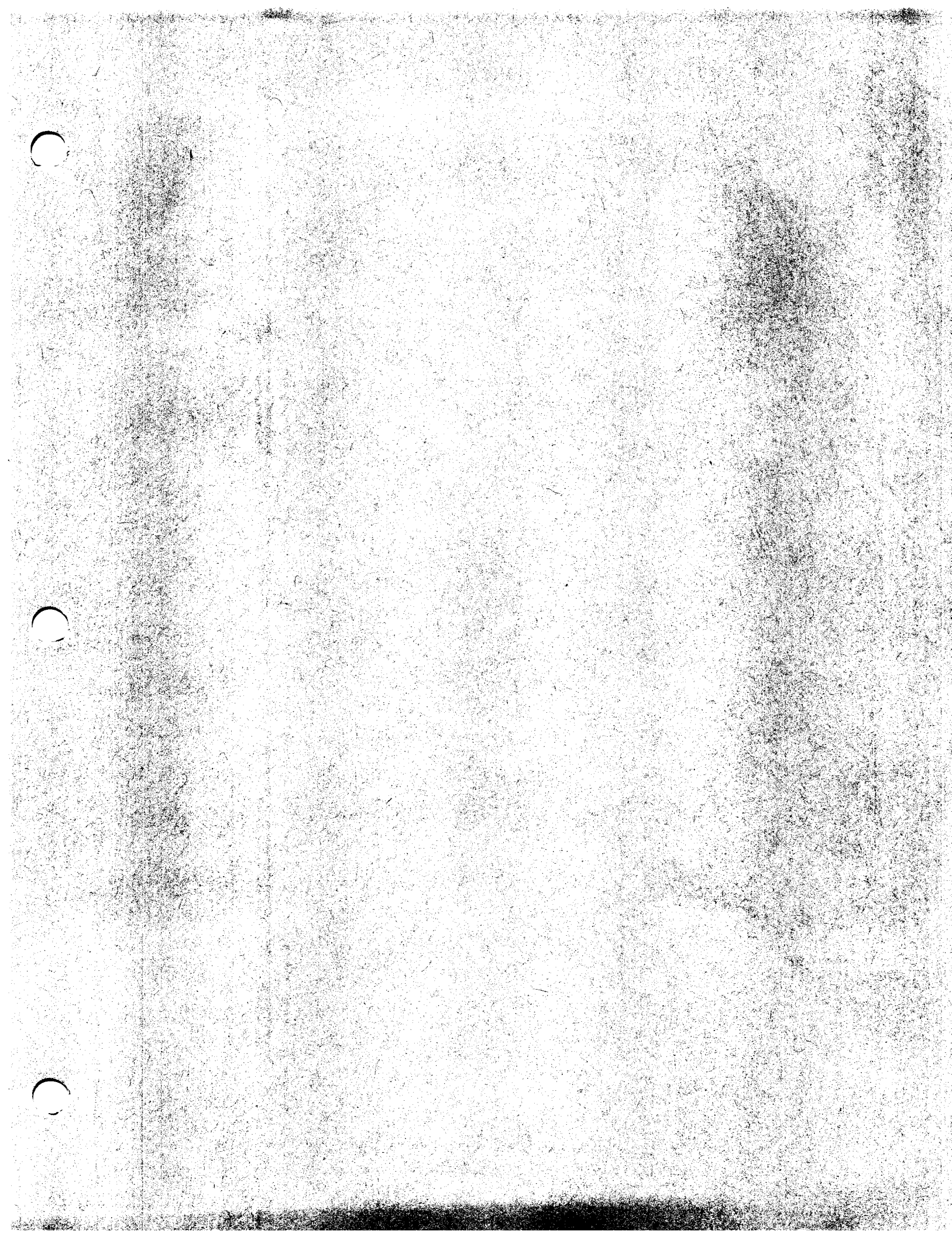
COMMONWEALTH OF MASSACHUSETTS

SUBSCRIBER, SS AUG 29, 1985

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


Notary Public
My Commission Expires: MAY 1, 1992

Recorded SEP 6 1985 at 2:21 PM



SALISBURY WEST CONDOMINIUMS

AMENDMENT NO. 6 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 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 ("Master Deed") by which Master Deed Lewis J. Busconi and Lawrence Reaby, both of Hopkington, Middlesex County, Massachusetts, as they were both Trustees of Oakwood Realty Trust u/d/t dated February 20, 1981 recorded with Worcester District Registry of Deeds in Book 7179, Page 158 ("Oakwood") created Salisbury West Condominiums by submitting certain land located in Worcester, Worcester County, Massachusetts, to the provisions of Massachusetts General Laws, Chapter 183A.

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 IV, Part B

Phase IV, Part B as shown on a site plan dated "September 3, 1986, by Briggs Associates, Inc., 400 Hingham Street, Rockland, Massachusetts", which site plan titled "Plan of Salisbury West Condominiums, As-Built / Phase IV - Part B" is recorded with Worcester District Registry of Deeds in Plan Book 563, Plan 76, is hereby subject to the provisions of Massachusetts General Laws Chapter 183A, and included in and incorporated into the Condominium. There is recorded herewith a set of floor plans for the Building in Phase IV, Part B by "AKRO Associates, AIA, Architects, 48 Camp Street, Hyannis, Massachusetts" showing the layout, location, Unit numbers and dimensions of the Units in Phase IV, Part B and stating that the 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 IV, Part B, as built, Plan Book 563, Plan 77.

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 Condominiums.

The premises are subject to and with 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 but 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 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.

2. Description of Buildings in Phase IV, Part B

Until the 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 and Phase IV Part B said Phase IV Part B building and units being shown in the Plan recorded herewith, as more specifically set forth in Paragraph 3 hereof. Phase IV Part B of the condominium consists of one (1) building with two (2) stories and a basement containing four (4) units, said building and units being designated as set forth in Exhibit A annexed hereto and made a part hereof.

3. Description of Units and their Boundaries in Phase IV Part B

The Units in Phase IV Part B shall be townhouse units. The designation of each unit in Phase IV Part B, 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 Exhibits A and B annexed hereto and made a part hereof. Each unit in Phase IV Part B and the location of the rooms therein are shown in Plan Book 563, Plan 77.

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

Massachusetts, Consulting Civil Engineers-Land Surveyors", as Amended by Alfonso A. Lucibello - Architect, Amended Plan, Dated: 9/10/82, Plan Book 500, Plan 41".

Said Phase IV Part B is by virtue of this Amendment hereby submitted to the provisions of Chapter 183A of the General Laws as amended, and said Phase IV Part A and Phase IV Part B are combined and form Phase IV as shown on "Phase Plan of Salisbury West Condominium Owned by Lewis J. Busconi and Lawrence Reaby, 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".

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

7. Master Deed Incorporated by Reference

Each of the units and the common elements in Phase IV Part B shall be subject to the Master Deed and any amendments thereto, the Unit Deed, the By-Laws at 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 IV Part B 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 this 23rd day of September, 1986.

TRANSWORLD DEVELOPMENT CORP.

By: *[Signature]*
Mark M. Sobel, President
Treasurer

COMMONWEALTH OF MASSACHUSETTS

Worcester County, SS.

September 23, 1986
Then personally appeared the above named Mark M. Sobel, President and Treasurer of Transworld Development Corp., and acknowledged the foregoing instrument to be his free act and deed and free act and deed of Transworld Development Corp., before me.

[Signature]
Notary Public:
My Commission Expires: 10/12/92
JOAN C. HOOGASIAN



EXHIBIT A

AMENDMENT NO. 6 TO MASTER DEED

SALISBURY WEST CONDOMINIUM

<u>UNIT NO.</u>	<u>APPROXIMATE AREA</u>	<u>NUMBER OF ROOMS</u>	<u>COMMON AREA ACCESS</u>
9	2,455 sq. ft.	1LR, 1K, 1L, 1PR 2BR, 2B, 1P, 1BT	Front Yard, Walkways
10	2,467 sq. ft.	1LR, 1DR, 1K, 1PR 2BR, 2B, 1BT	Front Yard, Walkways
11	2,479 sq. ft.	1LR, 1K, 1D, 1PR 1L, 2BR, 2B, 1BT	Front Yard, Walkways
12	2,453 sq. ft.	1LR, 1K, 1P, 1L 1PR, 2BR, 2B, 1BT	Front Yard, Walkways

KEY:

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

209, 210, 211, 212

AMENDMENT NO. 6 TO MASTER DEEDEXHIBIT A (CONTINUED)

The areas stated above do not include the outside patios 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 on the basement level.

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 BAMENDMENT NO. 6 TO MASTER DEEDSALISBURY WEST CONDOMINIUMS

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

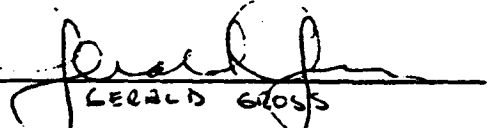
<u>UNIT NO.</u>	<u>PHASE I</u>	<u>PHASE II</u>	<u>PHASE IV</u>	
			<u>PART A</u>	<u>PART B</u>
1	.025000	.02069	.02080	.01920
2	.025000	.02269	.02080	.01920
3	.025000	.02269	.02080	.01920
4	.025000	.02269	.02080	.01920
201		.01616	.01481	.01367
202		.01616	.01481	.01367
203		.01647	.01510	.01394
204		.02121	.01944	.01795
205		.02255	.02067	.01908
206		.01760	.01613	.01489
207		.01969	.01805	.01666
208		.01947	.01785	.01648
209		.01653	.01516	.01399
210		.01653	.01516	.01399
211		.01687	.01546	.01428
212		.02170	.01990	.01837
213		.02308	.02116	.01953
214		.01801	.01651	.01524
215		.02016	.01848	.01706
216		.01992	.01827	.01686
217		.01691	.01550	.01431
218		.01691	.01550	.01431
219		.01726	.01582	.01461
220		.02221	.02036	.01880
221		.02363	.02167	.02000
222		.01842	.01689	.01559
223		.02061	.01890	.01745
224		.02040	.01870	.01726
251		.01616	.01481	.01367
252		.01616	.01481	.01367
253		.01647	.01510	.01394

AMENDMENT NO. 6 TO MASTER DEED
EXHIBIT B (CONTINUED)

<u>UNIT NO.</u>	<u>PHASE I</u>	<u>PHASE II</u>	<u>PHASE IV</u>	
			<u>PART A</u>	<u>PART B</u>
254		.02121	.01944	.01795
255		.01911	.01752	.01618
256		.02158	.01979	.01827
257		.01969	.01805	.01666
258		.01947	.01785	.01648
259		.02878	.02639	.02436
260		.01687	.01546	.01428
261		.02170	.01990	.01837
262		.01957	.01794	.01656
263		.02209	.02026	.01870
264		.02016	.01848	.01706
265		.01992	.01827	.01686
266		.02878	.02639	.02436
267		.01726	.01582	.01461
268		.02221	.02036	.01880
269		.02002	.01836	.01695
270		.02261	.02073	.01913
271		.02061	.01890	.01745
272		.02040	.01870	.01726
5			.02080	.01920
6			.02080	.01920
7			.02080	.01920
8			.02080	.01920
9			.02080	.01920
10				.01921
11				.01921
12				.01921

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. 6 to the Master Deed and confirms that the recording of this Amendment No.6 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. 6 whereby Phase IV, Part B 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 1ST day of OCT, 1986.



GERALD GROSS

COMMONWEALTH OF MASSACHUSETTS

, ss

, 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

(311)

Arnold I. Zaitas
Notary Public
Comm. Exp. June 18, 1987

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. 6 to the Master Deed, confirms that the recording of this Amendment No.6 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. 6 whereby Phase IV, Part B 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 2nd day of October, 1986.

BAYBANK MIDDLESEX

By: Ronald W. Schneider, Sr.

Ronald W. Schneider, Sr., Vice President

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

October 2, 1986

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

Elizabeth R. Sandolust
Notary Public
My Commission Expires

ELIZABETH R. SANDOLUST
Notary Public
My Commission Expires August 14, 1982

(311)

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. 6 to the Master Deed and confirm that the recording of this Amendment No. 6 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. 6 whereby Phase IV, Part B 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 3rd day of October, 1986.

2
2
15

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

COMMONWEALTH OF MASSACHUSETTS

Middlesex

, ss

October 3, 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.

Dawn Manchester
Notary Public
My Commission Expires 10-30-92
DAWN MANCHESTER
NOTARY PUBLIC

(311)

Recorded OCT 9 1986 at 1 h. 12 m. P.M.



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

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

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.

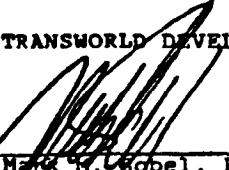
6. Master Deed Incorporated by Reference

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.

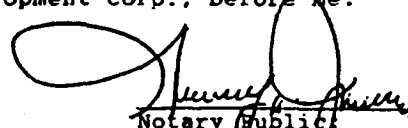
By: 
Mark M. Sobel, President and Treasurer

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
12				.01921	.01873
13					.01873
14					.01873
15					.01873
16					.01873
17					.01873
18					.01873
19					.01873
20					.01873
21					.01873
22					.01873
23					.01873
24					.01873
25					.01873
26					.01873
27					.01873
28					.01873
29					.01873

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. Sandolust
Notary Public
My Commission Expires:

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

(357)

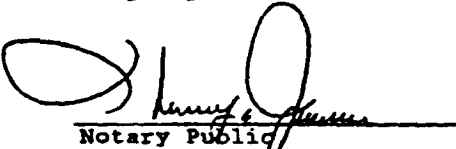
The undersigned Gerald Gross, holder of a Mortgage and Security Agreement from Transworld Development Corp. to Gerald Gross dated August 29, 1985 and recorded with Worcester District Registry of Deeds, in Book 8919, Page 127, by his signature hereto, hereby assents to this Amendment No. 7 to the Master 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

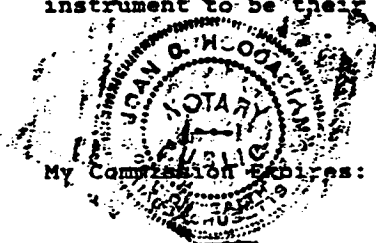
Pukhraj Mathur
Pukhraj Mathur, Trustee,
Oakwood Realty Trust

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX SS

Dec 8, 1986

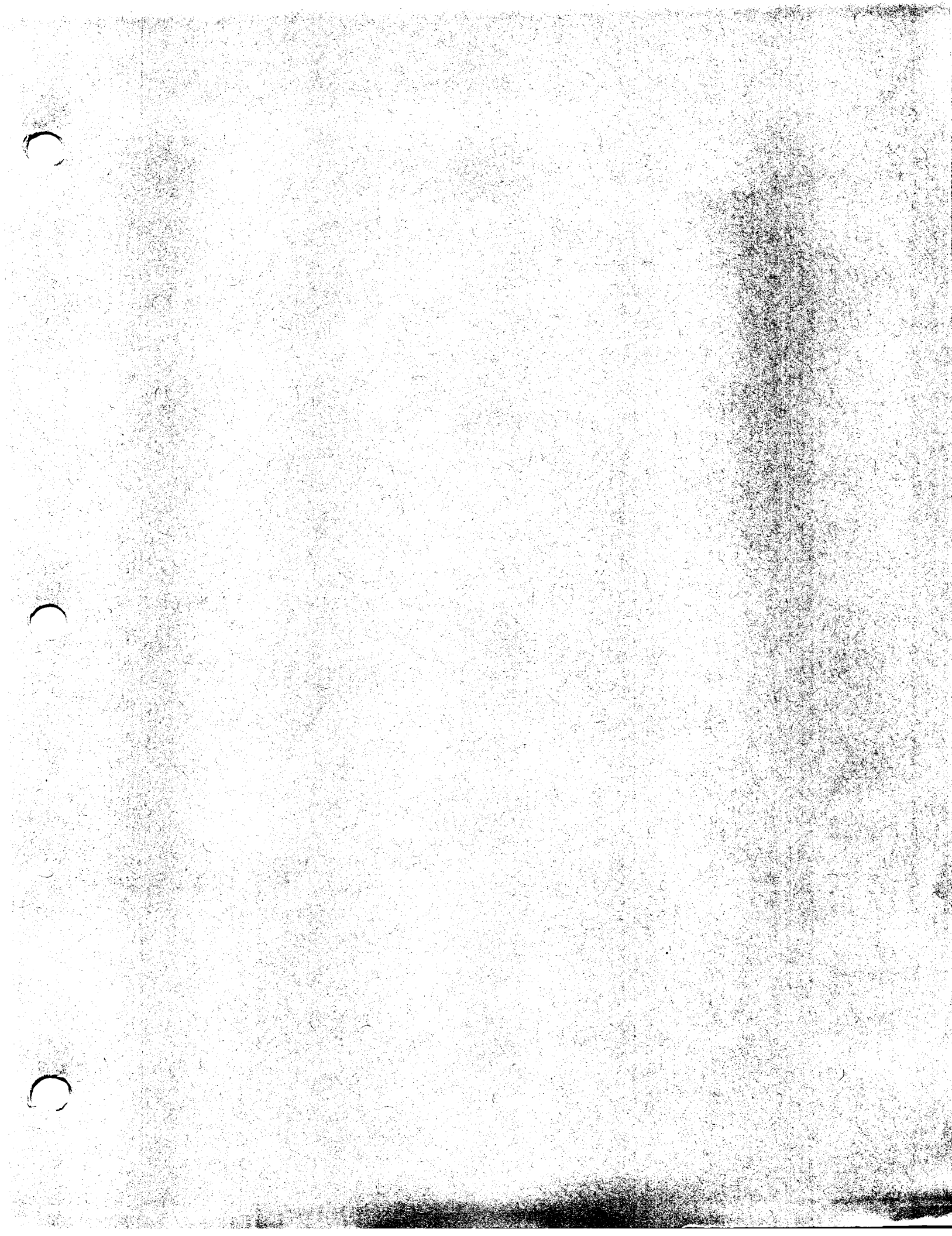
Then personally appeared before me the above named Lewis J. Busconi and Pukhraj Mathur and acknowledged the foregoing instrument to be their free act and deed.



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.

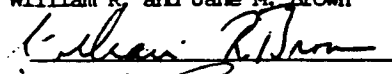
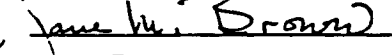
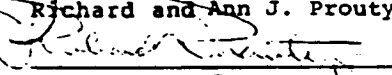
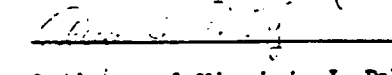
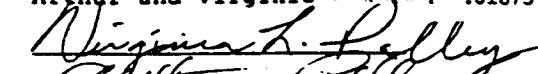
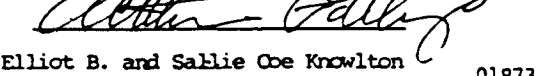
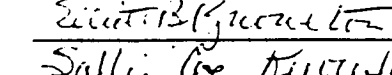
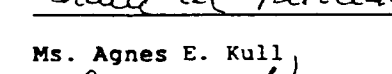
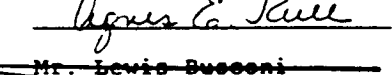
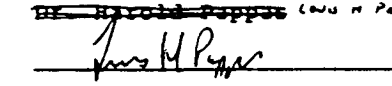
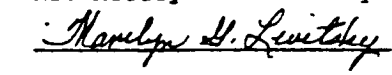
The Master Deed, Article 9(C)(b) is hereby amended as follows:

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:

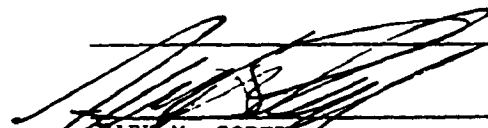
UNIT #	SIGNATURE	% INTEREST
TH #1	William R. and Jane M. Brown  	.01873
TH #2	Richard and Ann J. Prouty  	.01873
TH #3	Arthur and Virginia L. Palley  	.01873
TH #4	Elliot B. and Sallie Oe Knowlton  	.01873
TH #5	Ms. Agnes E. Kull 	.01873
TH #6	Mr. Lewis Busconi	.01873
TH #7	Mr. Harold Pappas (LOW N PAPPAS)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

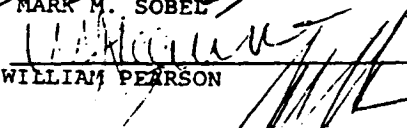
As hereby amended, the Master Deed remains in full force and affect.

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

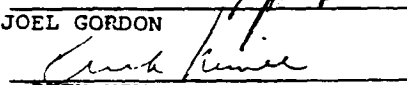
TRUSTEES OF THE SALISBURY WEST CONDOMINIUM TRUST



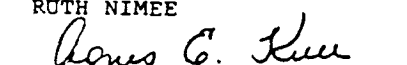
 MARK M. SOBEL



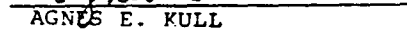
 WILLIAM PEARSON



 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 .01147

Freda A. Wald

Suite 15 Joel L. & Susan Gordon .01037

Joel L. Gordon
Susan L. Gordon

~~Suite 16 Mr. Lewis Busconi~~ .00953

Suite 17 Mr. Lewis Busconi .00730

Suite 18 Mr. Lewis Busconi .00730

Suite 19 Mrs. Elizabeth Lynch .00812

Elizabeth Lynch

Suite 20 Maxwell & Hannah L. Gould .01165

Maxwell Gould
Hannah L. Gould

Suite 21 Jack Wolfe .01255

Jack Wolfe

Suite 22 Mrs. Marianne Segal .00885

Marianne Segal

Suite 23 Joyce G. Queen f/k/a
Joyce Gewanter .01053

Joyce G. Queen

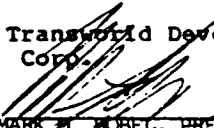
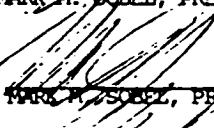
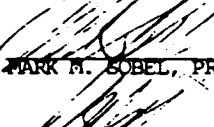
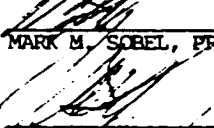
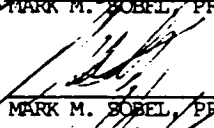
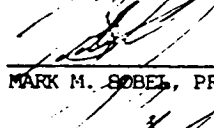
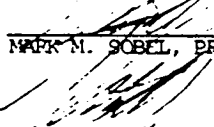

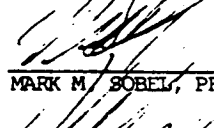
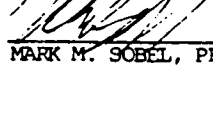

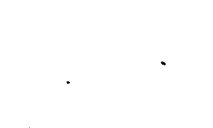
UNIT #	SIGNATURE	INTEREST
Suite 24	Mrs. Fannie Gordon <i>Fannie Gordon</i>	.00971
Suite 25	Joseph & Betty-Lou Gottlieb <i>Joseph Gottlieb</i> <i>Betty Lou Gottlieb</i>	.01476
Suite 26	Mr. Louis Busconi	.00804
Suite 27	Helen B. Abounader <i>Helen B. Abounader</i>	.01146
Suite 28	Melvin & Sylvia Goldman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


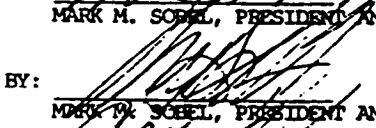
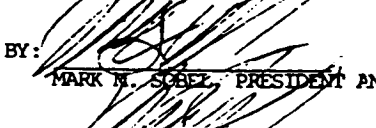
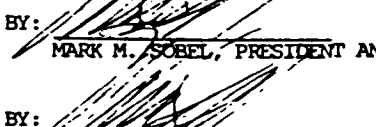
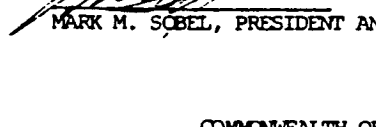
UNIT #	SIGNATURE	% INTEREST
Suite 33	Mr. & Mrs. Michael Cowell	.00747
Suite 34	Ms. Ruth Nimee <i>Ruth Nimee</i>	.00831
Suite 35	Thelma M. Talbert <i>Thelma M. Talbert</i>	.01192
Suite 36	Aviva Freeland <i>Aviva Freeland</i>	.01284
Suite 37	Ms. Maureen Monahan <i>Maureen Monahan</i>	.00907
Suite 38	Mr. 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, PRFIDENT AND TRFASURER	
TH #24		.01873
	BY: MARK M. SOBEL, PRFIDENT 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	

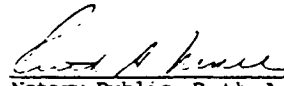
COMMONWEALTH OF MASSACHUSETTS

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

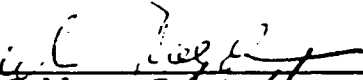
- 2. No Unit Owner shall own or hold a legal, beneficial, contractual or other interest in more than two (2) units of the condominium at any one time and shall at all times be subject to the provisions of paragraph 1 above.

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.



Mel Goldman, Trustee


Joel L. Gordon, Trustee


Joseph R. Carter, Trustee


Agnes E. Kull, Trustee


Ruth Nimee, Trustee


Elliott B. Knowlton, Trustee

TRANSWORLD DEVELOPMENT CORP.

By: 
President & Treasurer-Sponsor
Mark M Sobel

THE ABOVE BEING A MAJORITY OF TRUSTEES

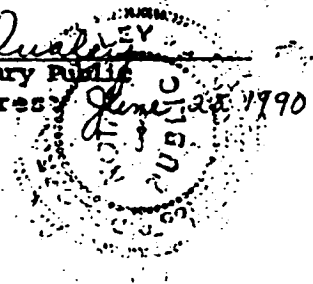
COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

February 11, 1987


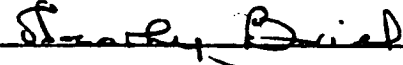

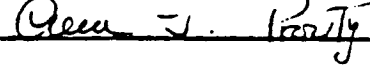
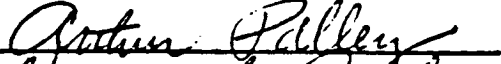

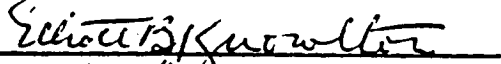

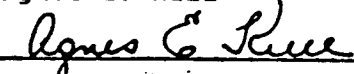
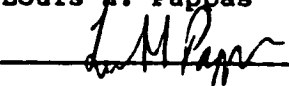
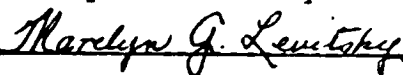
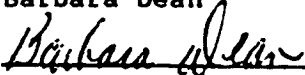

Then personally appeared ^{L.} JOEL GORDON, President of the Board of Trustees of the Salisbury West Condominium Trust, and acknowledged the foregoing instrument to be the free act and deed of the Trustees of the Salisbury West Condominium Trust, and his free act and deed, before me:

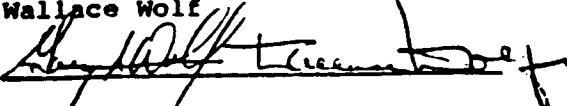
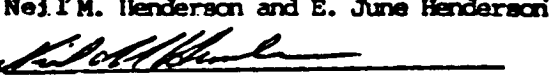

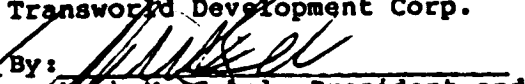




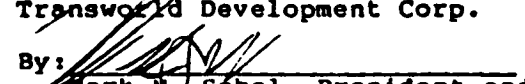

Dolores M. Qualey
Dolores M. Qualey, Notary Public
My Commission Expires *June 28, 1990*



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: <u>Mark M. Sobel, President and Treasurer</u>	.01873
TH #14	Transworld Development Corp.  By: <u>Mark M. Sobel, President and Treasurer</u>	.01873
TH #15	Transworld Development Corp.  By: <u>Mark M. Sobel, President and Treasurer</u>	.01873
TH #16	William Pearson	.01873
TH #17	Transworld Development Corp.  By: <u>Mark M. Sobel, President and Treasurer</u>	.01873
TH #18	James S. & Carol Gratton 	.01873
TH #19	Transworld Development Corp.  By: <u>Mark M. Sobel, President and Treasurer</u>	.01873
TH #20	Transworld Development Corp.  By: <u>Mark M. Sobel, President and Treasurer</u>	.01873
TH #21	Transworld Development Corp.  By: <u>Mark M. Sobel, President and Treasurer</u>	.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.

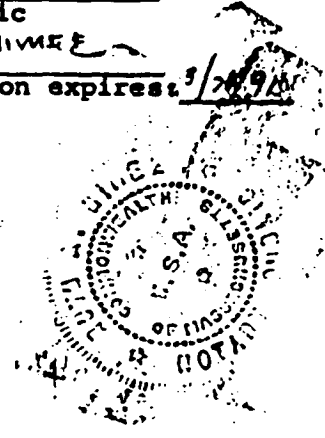
February 11, 1987

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. Nimme
Notary Public
RUTH A. NIMME

My commission expires: 3/28/91

My Commission Expires 3/1/91



ATTEST: WORC., Anthony J. Vigliotti, Register

2/11/87

SALISBURY WEST CONDOMINIUM
AMENDMENT NO. 10
TO MASTER DEED

Reference is hereby made to the Salisbury West Condominium Master Deed, dated May 5, 1981 and recorded with the Worcester District Registry of Deeds in Book 7234, Page 186; as amended by Amendment No. 1 dated October 23, 1981, and recorded with said Registry of Deeds in Book 7350, Page 341; as further amended by Amendment No. 2 dated December 1, 1981 and recorded with said Registry of Deeds in Book 7375, Page 96; by Amendment No. 3 dated October 1, 1982 and recorded with said Registry of Deeds in Book 7569, Page 347; by Amendment No. 4 dated August 29, 1985 and recorded with said Registry of Deeds in Book 8919, Page 86; by Amendment No. 5 dated November 13, 1985 and recorded with said Registry of Deeds in Book 9084, Page 255; by Amendment No. 6 dated September 23, 1986 and recorded with said Registry of Deeds in Book 9869, Page 10; by Amendment No. 7 dated November 28, 1986 and recorded with said Registry of Deeds in Book 10043, Page 276; by Amendment No. 8 dated July 18, 1986 and recorded with said Registry of Deeds in Book 10134, Page 163; and by Amendment No. 9 dated February 11, 1987 and recorded with said Registry of Deeds in Book 10550, Page 271 (the "Master Deed").

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 Salisbury West 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 Salisbury West Condominium Trust and the Sponsor hereby amend the Master Deed as follows:

Paragraph 10(V) of the Master Deed is hereby amended by deleting therefrom the sentence which reads:

"No change in the percentage interest in the common elements may be affected pursuant to the phasing referred to herein, more than 10 years after the effective date of the Master Deed."

and inserting in its place the following:

"The Sponsor shall have the right, until October 23, 1999, to submit additional phases of the Salisbury West Condominium to the provisions of Chapter 183A of the General Laws of Massachusetts, as amended, and, in connection therewith, to change the Beneficial Interests of individual condominium units."

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

6th IN WITNESS WHEREOF, this Amendment is executed under seal this day of DECEMBER, 1988.

Sponsor: As of 1/13/89
SALISBURY WEST DEVELOPMENT CORPORATION

By: Richard D. Gass, v.p., clerk
Richard D. Gass, Vice President and Clerk

By: Harvey L. Pastan
Harvey L. Pastan, President

By: Brian A. Gagne
Brian A. Gagne, Treasurer

Sponsor: (As of 12/6/88)
MIDDLESEX INVESTMENT CORP.

By: Louis A. Attardo
Louis A. Attardo, Treasurer

TRUSTEES OF SALISBURY WEST CONDOMINIUM TRUST

Joel Gordon
Joel Gordon
Elliot B. Knowlton
Elliot B. Knowlton

Joseph R. Carter
Joseph R. Carter

Agnes E. Kull
Agnes E. Kull

Ruth A. Nimee
Ruth A. Nimee

Summer B. Tilton, Jr.
Summer B. Tilton, Jr.

THE ABOVE BEING A MAJORITY OF TRUSTEES.

COMMONWEALTH OF MASSACHUSETTS

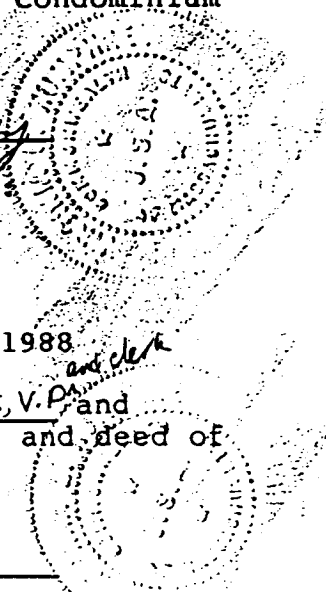
WORCESTER, SS.

December 6, 1988

Then personally appeared the above named Joel L. Gordon, President of the Board of Trustee the Salisbury West Condominium Trust, and acknowledged the foregoing instrument to be his free act and deed on behalf of the Trustees of the Salisbury West Condominium Trust, before me.

VIRGINIA L. HUMPHREY
NOTARY PUBLIC
MY COMMISSION EXPIRES
NOVEMBER 27 1992

Virginia L. Humphrey
Notary Public
My commission expires:



COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

December 6, 1988

Then personally appeared the above named RICHARD D. GAS, V.P. and acknowledged the foregoing instrument to be the free act and deed of Salisbury West Development Corporation, before me.

Virginia L. Humphrey
Notary Public
My commission expires:

VIRGINIA L. HUMPHREY
NOTARY PUBLIC
MY COMMISSION EXPIRES
NOVEMBER 27 1992

21-8

Middlesex, SS.

May 19, 1989



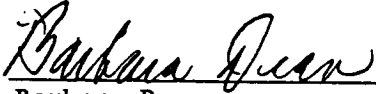
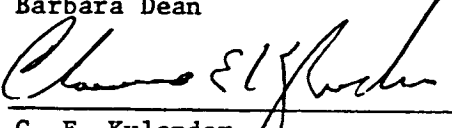
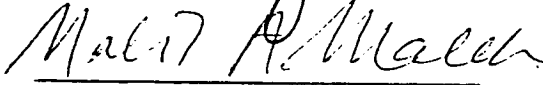
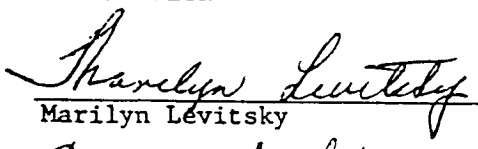
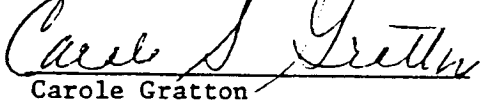
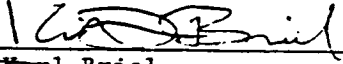
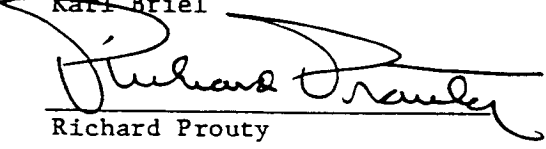
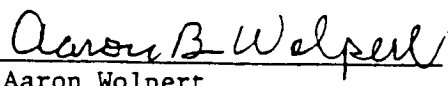
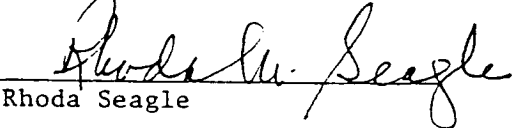
Then personally appeared the above named Louis A. Attardo, EVP and acknowledged the foregoing instrument to be the free act and deed of Middlesex Investment Corp., before me.

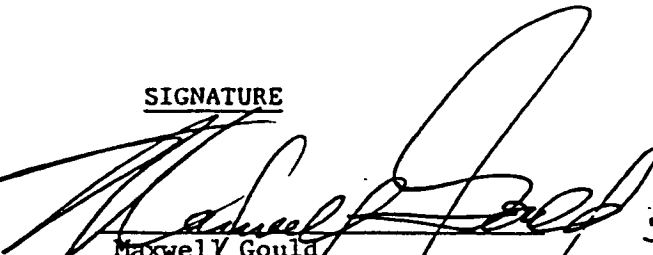
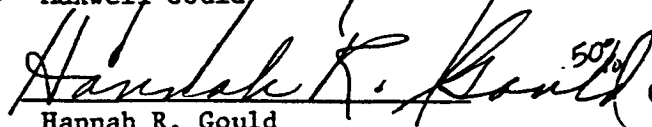
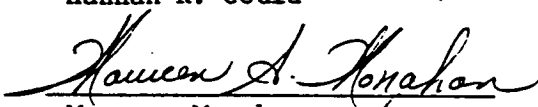
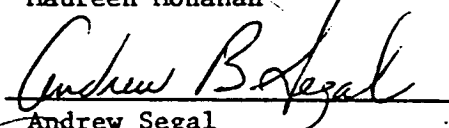
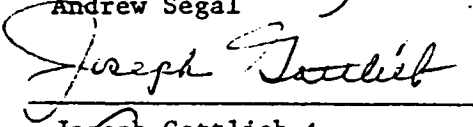
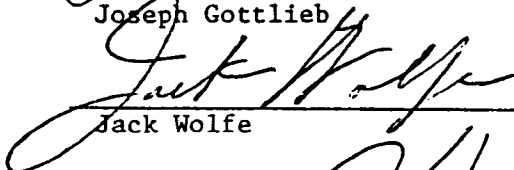
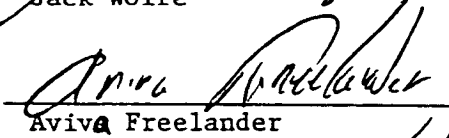
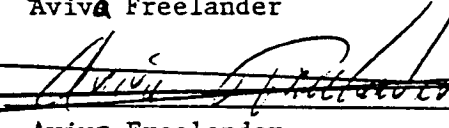
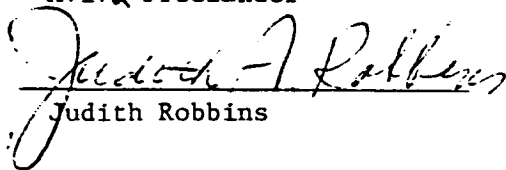
Nancy R. McCasman
Notary Public
My commission expires: 7/24/92

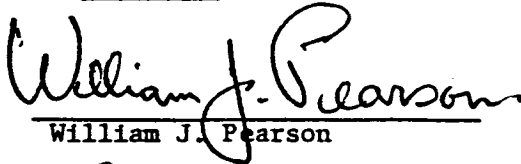
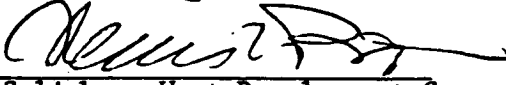

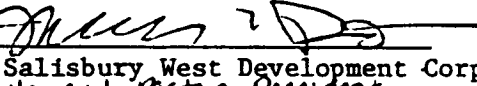

REC. NO.	UNIT NO.	SIGNATURE	% INTEREST
216	324	<u>Fannie Gordon</u> Fannie Gordon	0.00971
264	330	<u>Jeanne R Gordon</u> Jeanne Gordon	0.01060
17	417	<u>Bradford R. Gay</u> Bradford Gay	0.01873
5	205	<u>Agnes E Kull</u> Agnes Kull	0.01873
207	307	<u>Patricia N Owens</u> Patricia Owens	0.01029
219	334	<u>Ruth Nixee</u> Ruth Nixee	0.00831
257	315	<u>Joel Gordon</u> Joel Gordon	0.01037
13	413	<u>Sarah Lipson</u> Sarah Lipson	0.01873
10	210	<u>Alan Mason</u> Alan Mason	0.01873
19	419	<u>Sumner Tilton, Jr.</u> Sumner Tilton, Jr.	0.01873

<u>NO.</u>	<u>UNIT NO.</u>	<u>SIGNATURE</u>	<u>% INTEREST</u>
267	341	<u>Kate St. Pierre</u> Katherine St. Pierre	0.00823
202	302	<u>Kathryn Janner</u> Kathryn Janner	0.00714
206	306	<u>Mary W. Higgin</u> Mary Higgin	0.00869
261	327	<u>Helen B. Abounader</u> Helen Abounader	0.01146
204	304	<u>Polly Carter</u> Pauline Carter	0.01139
211	319	<u>Elizabeth Lynch</u> Elizabeth Lynch	0.00812
256	314	<u>Mrs. Freda Wald</u> Freda Wald	0.01147
221	336	<u>Aviva J. Frelander</u> Aviva Frelander	0.01284
203	303	<u>Anne E. Toto</u> Anne Toto	0.00793
205	305	<u>Janice Rothschild</u> Janice Rothschild	0.01268
252	310	<u>Toby A. Skiest</u> Toby Skiest	0.00721

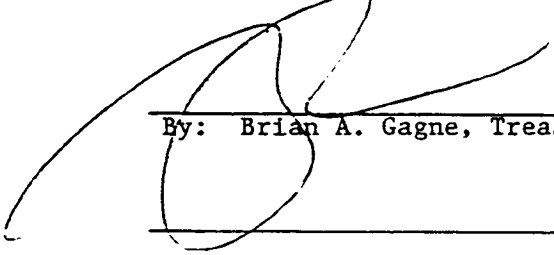
The undersigned constitute the Owners of Units entitled to seventy-five percent (75%) or more in the beneficial interest:


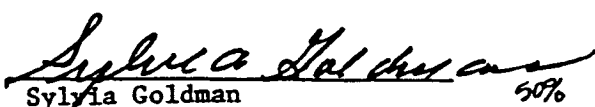

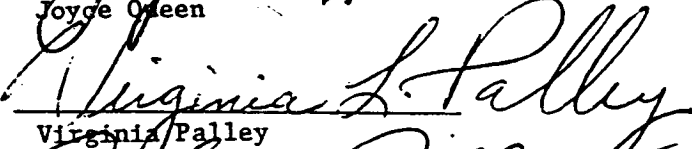

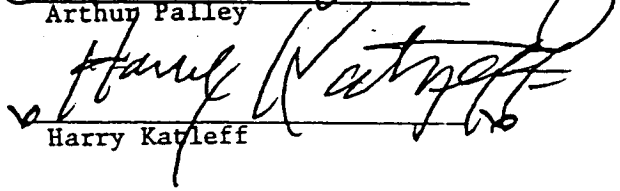
REC.	UNIT NO.	UNIT NO.	SIGNATURE	% INTEREST
23	TH	423	 Merle Patrick	0.01873
22	TH	422	 James Diggins	0.01873
9	TH	209	 Barbara Dean	0.01873
53	TH	311	 C. E. Kylander	0.00786
	JM	415	 Nabil Malek	0.01873
8	#	208	 Marilyn Levitsky	0.01873
18	#	418	 Carole Gratton	0.01873
1	TH	201	 Karl Briel	0.01873
2	TH	202	 Richard Prouty	0.01873
17		332	 Aaron Wolpert	0.00747
170		344	 Rhoda Seagle	0.01200

EC. NO.	UNIT NO.	SIGNATURE	% INTEREST
212	#320	 Maxwell Gould	50% 0.01165
212	#320	 Hannah R. Gould	50% 0.01165
222	337	 Maureen Monahan	0.00907
214	322	 Andrew Segal	0.00885
259	325	 Joseph Gottlieb	0.01476
213	321	 Jack Wolfe	0.01255
218	333	 Aviva Frelander	0.00747
243	336	 Aviva Frelander	0.00747
269	343	 Judith Robbins	0.00998

<u>EC.</u>	<u>NO.</u>	<u>UNIT NO.</u>	<u>SIGNATURE</u>	<u>% INTEREST</u>
16		T# 416	 William J. Pearson	0.01873
14		#414	By:  Salisbury West Development Corp. Harvey L. Pastan, President	0.01873
20		#420	By:  Salisbury West Development Corp. Harvey L. Pastan, President	0.01873
21		#421	By:  Salisbury West Development Corp. Harvey L. Pastan, President	0.01873
26		#426	By:  Salisbury West Development Corp. Harvey L. Pastan, President	0.01873

Salisbury West Development Corporation


By: Brian A. Gagne, Treasurer

EC.	NO.	UNIT NO.	SIGNATURE	Z INTEREST
	262	#328	 Melvin Goldman	50% 0.00975
	262	#328	 Sylvia Goldman	50% 0.00975
	215	#323	 Joyce Oreen	0.01053
	3	#203	 Virginia Palley	0.01873
	3	#203	 Arthur Palley	0.01873
	263	#329	 Harry Katleff	0.01173

FC.
NO. UNIT NO. SIGNATURE X INTEREST

25 TH 425

Thomas Vandersalm 0.01873
Thomas Vandersalm

<u>REC.</u>	<u>NO.</u>	<u>UNIT NO.</u>	<u>SIGNATURE</u>	<u>X INTEREST</u>
223	# 338		<u>Charles Milos</u> Charles Milos	0.01070
223	# 338		<u>Persophone Milos</u> Persophone Milos	0.01070

ATTEST: WORC., Anthony J. Vigliotti, Register

SALISBURY WEST CONDOMINIUM
AMENDMENT NO. 11
TO MASTER DEED

Reference is hereby made to the Salisbury West Condominium Master Deed, dated May 5, 1981 and recorded with the Worcester District Registry of Deeds in Book 7234, Page 186; as amended by Amendment No. 1 dated October 23, 1981, and recorded with said Registry of Deeds in Book 7350, Page 341; as further amended by Amendment No. 2 dated December 1, 1981 and recorded with said Registry of Deeds in Book 7375, Page 96; by Amendment No. 3 dated October 1, 1982 and recorded with said Registry of Deeds in Book 7569, Page 347; by Amendment No. 4 dated August 29, 1985 and recorded with said Registry of Deeds in Book 8919, Page 86; by Amendment No. 5 dated November 13, 1985 and recorded with said Registry of Deeds in Book 9084, Page 255; by Amendment No. 6 dated September 23, 1986 and recorded with said Registry of Deeds in Book 9869, Page 10; by Amendment No. 7 dated November 28, 1986 and recorded with said Registry of Deeds in Book 10043, Page 276; by Amendment No. 8 dated July 18, 1986 and recorded with said Registry of Deeds in Book 10134, Page 163; and by Amendment No. 9 dated February 11, 1987 and recorded with said Registry of Deeds in Book 10550, Page 270; by Amendment No. 10 dated December 6, 1988 and recorded with said Registry of Deeds in Book 12130, Page 229 (the "Master Deed").

Pursuant to Article 10 of the Master Deed, the Master Deed may be amended by an instrument in writing signed by the Sponsor or his successors in interest so as to subject all or any portion of Phases II through VIII inclusive as described in said Master Deed and the plans referenced therein to the provisions of Mass. General Laws, Chapter 183A and to amend the percentage interest in the common elements of units in the condominium provided that no change shall alter substantially the effective percentage interest in the common elements set forth in the Master Deed.

The sponsor hereby amends the Master Deed as follows:

1. Description of the Land Included in the Condominium and Subject to the Provisions of Mass. General Laws, Chapter 183A

The entire land described in Exhibit A of the Master Deed of Salisbury West Condominium recorded in Book 7234, Page 186 is included within the Condominium and submitted to the provisions of Chapter 183A of the General Laws of Massachusetts. It is the intent of this amendment to include the entire premises described in the deed of Middlesex Investment Corp. to Salisbury West Development Corporation, dated January 12, 1989 and recorded in Book 11872, Page 79 within the condominium and to submit such premises to the provisions of Chapter 183A of the General Laws of Massachusetts.

2. Percentage Interest in Common Elements of Units

The owner of each Unit in the Condominium shall be entitled to an undivided interest in the common elements of the Condominium in the percentages as set forth in Exhibit A attached hereto and incorporated herein 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.

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

IN WITNESS WHEREOF, this Amendment is executed under seal this 3rd, day of October, 1989.

Sponsor:

SALISBURY WEST DEVELOPMENT CORPORATION

TRUSTEES OF SALISBURY WEST CONDOMINIUM TRUST

By: [Signature]
Harvey L. Pastan, President

By: [Signature]
Brian A. Gagne, Treasurer

[Signature] RUTHA WIMEE
[Signature] AGNESEKULL
[Signature] SUMNER B. TILT
[Signature] Melvin Goldman
[Signature] Joseph R. Carter
[Signature] Joan Jacobson
[Signature] Joel Gordon

THE ABOVE BEING A MAJORITY OF TRUSTEES.

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

OCTOBER 3 , 1989

Then personally appeared the above named SUMNER B. TILTON, JR., President of the Board of Trustees of the Salisbury West Condominium Trust, and acknowledged the foregoing instrument to be his free act and deed of the Trustees of the Salisbury West Condominium Trust, before me.

Saul P. Singer

Notary Public

My commission expires: 5/19/90

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

October 3 , 1989

Then personally appeared the above named Harvey L. Pastan and Brian A. Gagne, and acknowledged the foregoing instrument to be the free act and deed of Salisbury West Development Corporation, before me.

Virginia L. Humphrey

Notary Public

My commission expires:

VIRGINIA L. HUMPHREY
NOTARY PUBLIC
MY COMMISSION EXPIRES
NOVEMBER 27 1992

EXHIBIT A

AMENDMENT NO. 11 TO MASTER DEED

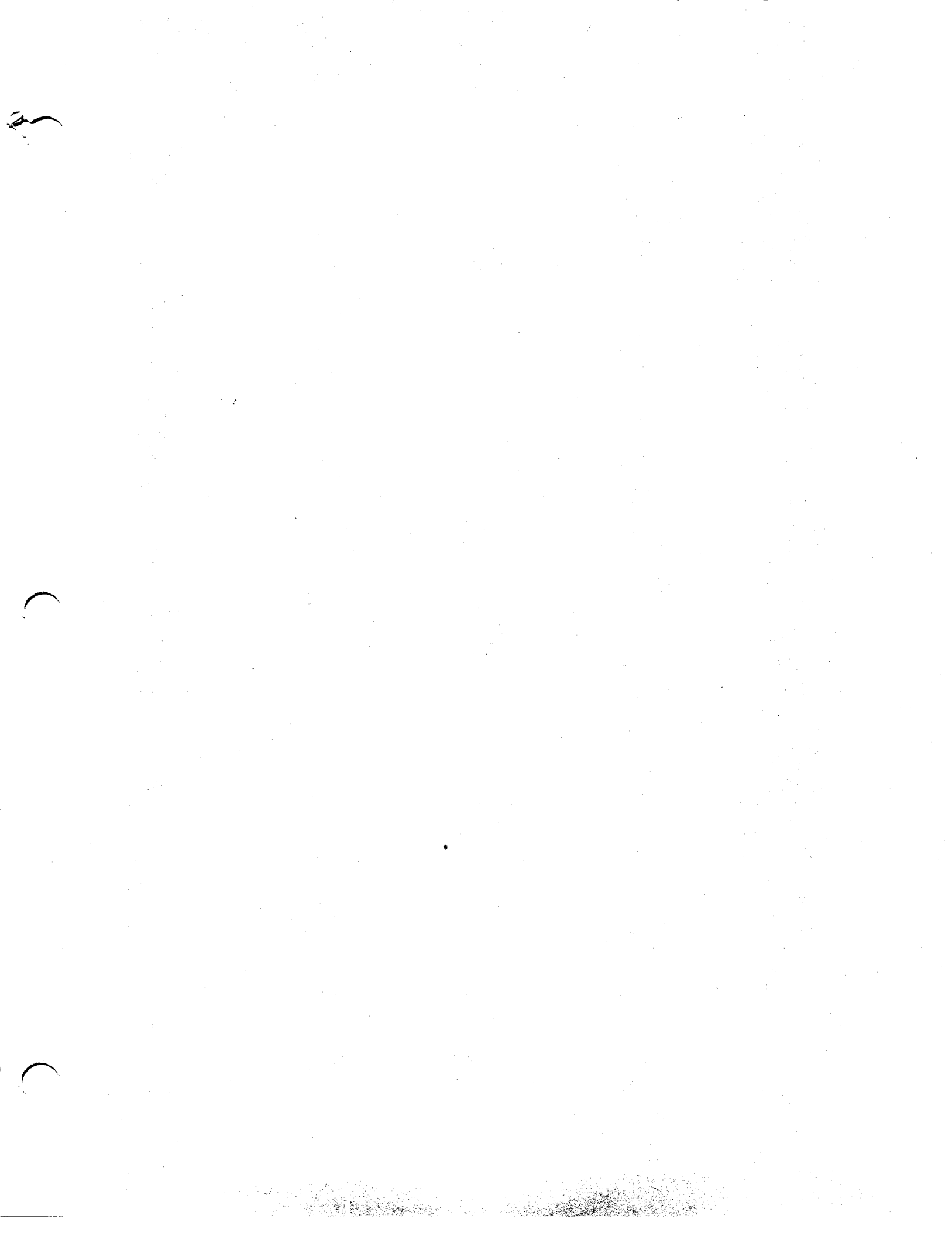
<u>Recorded Unit #</u>	<u>Percentage</u>
1	.01448
2	.01448
3	.01448
4	.01448
201	.01031
202	.01031
203	.01051
204	.01353
205	.01438
206	.01129
207	.01256
208	.01242
209	.01055
210	.01055
211	.01077
212	.01385
213	.01472
214	.01149
215	.01286
216	.01271
217	.01079
218	.01079
219	.01101
220	.01417
221	.01508
222	.01175
223	.01316
224	.01301
251	.01031
252	.01031
253	.01051
254	.01353
255	.01220
256	.01377
257	.01256
258	.01242
259	.01836
260	.01077
261	.01385
262	.01248
263	.01410
264	.01286
265	.01271
266	.01837
267	.01102
268	.01417
269	.01278

270	.01442
271	.01316
272	.01301
5	.01448
6	.01448
7	.01448
8	.01448
9	.01448
10	.01448
11	.01448
12	.01448
13	.01448
14	.01448
15	.01448
16	.01448
17	.01448
18	.01448
19	.01448
20	.01448
21	.01448
22	.01448
23	.01448
24	.01448
25	.01448
26	.01448
27	.01448
28	.01448
29	<u>.01448</u>

100.0000

15-6

ATTEST: WORC., Anthony J. Vigliotti, Register



MASTER DEED
OF
SALISBURY WEST CONDOMINIUM
EXHIBIT "C" (CONTINUED)

UNIT DESCRIPTION AND FEATURES

The areas stated above do not include the outside patios 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 on the basement level.

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: The upper surface of the concrete floor slab in the basement of each Unit;
- (ii) Ceilings: The plane of the lower surface of the roof rafters;
- (iii) 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;
- (iv) Doors and Windows: As to doors, the exterior surface thereof; as to windows, the exterior surface of the glass and of the window frames.

Each Unit consists of a living room, dining room, kitchen, one (1) foyer, laundry, full basement, closets and the number of bedrooms and baths shown on the Plans.

The main entrance of each Town House Unit provides immediate access to common front yards and walkways.

Recorded MAY 21 1981 at 11:56m. AM