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DECLARATION OF TRUST OF

BRIARCLIFF ESTATES SENIOR VILLAGE COMMUNITY TRUST

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DECLARATION OF TRUST OF

BRIARCLIFF ESTATES SENIOR VILLAGE COMMUNITY TRUST

SENIOR

THIS DECLARATION OF TRUST OF BRIARCLIFF ESTATES VILLAGE COMMUNITY TRUST is made this 13th day of April, 2016 by Briarcliff Estates SV LLC (hereinafter called the "Declarant"), who hereby declares that it and its successors in trust hereunder will hold for the benefit of the beneficiaries hereunder upon the terms herein set forth all of the rights and powers in and with respect to the trust property of Briarcliff Estates Senior Village Community Trust (the "Community Trust").

Community Trust hereby created shall be known as Briarcliff Estates Senior Village Community Trust, and under that name, so far as legal, convenient and practical, all business shall be carried on by the Community Trustees (hereinafter defined) and all instruments shall be executed by the Community Trustees.

This Community Trust is created for the purpose of maintaining, managing, operating, regulating and preserving the Condominiums in the manner required by the Master Deeds (hereinafter defined), and Massachusetts General Laws, Chapter 183A (the "Act").

It is hereby expressly declared that (a) this Community Trust is not intended to be, shall not be deemed to be and shall not be treated as a general partnership, limited partnership, joint venture, corporation or joint stock company, and (b) that the Unit Owners are beneficiaries of this Community Trust and not partners or associates, nor in any other relation whatsoever between themselves with respect to the trust estate, and hold no relation to the Community Trustees other than as beneficiaries as aforesaid, with only such rights and liabilities as are conferred upon them as such beneficiaries hereunder.

ARTICLE I - DEFINITIONS

All terms and expressions herein used which are defined in Section 1 of the Act, as amended, shall have the same meanings as set forth in the Act unless the context indicates otherwise. Further, the additional terms defined in this Declaration of Trust of Community Trust shall, for all purposes of this Community Trust, have the meanings so specified including the following:

Act shall have the meaning as defined in the preamble hereof.

Arbitrator shall have the meaning as defined in Article IX hereof.

Arbitration Notice shall have the meaning as defined in Article IX hereof.

Associations shall mean entities formed by Declarations of Trust of Briarcliff Estates II Condominium Association Trust, Briarcliff Estates III Condominium Association Trust and Briarcliff Estates IV Condominium Association Trust (each an "Association Trust"), and shall have the same meaning as "Organization of Unit Owners" as defined in Section 1 of the Act, i.e., "association owned by the unit owners and used by them to manage and regulate the

condominium", and shall refer collectively, or respectively as the context requires, to any other condominium association hereafter created in the Briarcliff Estates Senior Village Community.

Briarcliff Estates Senior Village Community shall mean the residential community comprised of the Units, Common Elements, Community Infrastructure, Community Buildings and any other improvements now or hereafter constructed at the Community Property and including individually established Condominiums now or hereafter located at the Community Property.

By-Laws of the Associations shall mean the By-Laws of the Associations, as they may be amended from time to time, pursuant to the provisions contained in said By-Laws, and shall refer collectively, or respectively as the context requires, to the By-Laws of any other condominium association hereafter created in the Briarcliff Estates Senior Village Community.

By-Laws of Community Trust shall mean the By-Laws of Community Trust as they may be amended from time to time pursuant to the provisions contained in said By-Laws.

Community Buildings shall mean any buildings now or hereafter constructed on the Community Property and designated to be used (in whole or in part) by all of the residents of the Briarcliff Estates Senior Village Community.

Common Elements shall mean the Common Elements of the Condominiums as defined in the Master Deeds of the Condominiums.

Community Facilities shall mean the Common Elements (but excluding any and all wells providing water to the Unit Owners, including all lines and equipment appurtenant thereto), the Community Infrastructure, the Community Buildings and any other improvements now or hereafter constructed or located on the Community Property and serving the Briarcliff Estates Senior Village Community, whether or not included within individual Condominiums established on the Community Property.

Community Infrastructure shall mean the landscaping and open space, roadways, drainage facilities, septic systems, utilities and other infrastructure improvements now or hereafter constructed on the Community Property.

Community Property shall have the meaning as defined in Article II hereof.

Community Trustees shall mean the persons to serve as Community Trustees pursuant to Article IV hereof.

Community Trust shall have the meaning as defined in the preamble hereof.

Condominium or Condominiums shall refer to the Briarcliff Estates II Condominium, Briarcliff Estates III Condominium and Briarcliff Estates IV Condominium, the Master Deeds of which are recorded in the Worcester District Registry of Deeds (the "Registry"), together with such amendments to the Master Deeds as may from time to time be properly made, and shall also refer collectively or respectively as the context requires to other condominiums hereafter created in the Briarcliff Estates Senior Village Community.

Condominium Trustees shall mean the Trustees of the Associations and shall refer collectively, or respectively as the context requires, to the Condominium Trustees of any Associations hereafter created in the Briarcliff Estates Senior Village Community.

Declarant shall have the meaning as defined in the preamble hereof.

Declaration of Restrictions shall mean the Declaration of Restrictions recorded in the Registry in Book 40797, Page 99.

Declarations of Trust of the Associations shall refer to the Declarations of Trust of Briarcliff Estates II Condominium Association Trust, Briarcliff Estates III Condominium Association Trust and Briarcliff Estates IV Condominium Association Trust which are recorded in the Registry, true copies of which shall be kept on file at the principal office of the Associations, together with such amendments to the Declarations of Trust of the Associations as may from time to time be properly made, and shall also refer collectively, or respectively as the context requires, to Declarations of Trust for other condominium associations hereafter created in the Briarcliff Estates Senior Village Community.

Declaration of Trust of Community Trust shall refer to this Declaration of Trust which is recorded in the Registry, a true copy of which is on file at the principal office of Community Trust, together with such amendments to this Declaration of Trust as made from time to time.

Fiscal Year shall mean the calendar year.

JAMS shall mean Judicial Arbitration & Mediation Services, Inc.

Master Deeds shall mean the master deeds of Briarcliff Estates II Condominium, Briarcliff Estates III Condominium and Briarcliff Estates IV Condominium, together with such amendments to the Master Deeds as made from time to time, and shall also refer collectively, or respectively as the context requires, to the master deeds of other condominiums hereafter created in the Briarcliff Estates Senior Village Community, for the submission of land within the Briarcliff Estates Senior Village Community to the provisions of the Act as condominiums.

Members of Community Trust shall mean any Person (hereinafter defined) which is a member of Community Trust pursuant to Article III hereof.

Person(s) shall mean an individual, corporation, unincorporated association, partnership, joint venture, trustee, conservator or administrator or any entity which has the right to hold title to real property.

Rules and Regulations of Briarcliff Estates shall mean the rules and regulations as shall be adopted by the Associations in the Briarcliff Estates Senior Village Community pursuant to the provisions of the Master Deeds and the By-Laws of the Associations and approved by the Community Trustees, as they may be amended from time to time; provided, however, such rules and regulations shall incorporate by reference, and not be inconsistent with, the provisions set forth in the Declaration of Restrictions.

Transfer of Control Date shall have the meaning as defined in Article IV hereof.

Unit shall mean a unit of any of the Condominiums of Briarcliff Estates Senior Village Community.

Unit Owner shall mean the owner of a Unit and may also be referred to as "Owner".

ARTICLE II - GENERAL

Section 1 - The Briarcliff Estates Senior Village Community Property

The Community Property consists of the land and the common area, buildings and improvements located in Leicester, Worcester County, Massachusetts and is more particularly described as Lots 1 — 8 and Victoria Drive on a plan entitled, "Briarcliff Estates Senior Village Definitive Site Plan in Rochdale, Massachusetts" dated April 30, 2004 and recorded in the Registry in Plan Book 813, Plan 33, a copy of which is attached as Exhibit A. Reference is also made to a plan of land recorded in the Registry in Plan Book 819, Plan 57.

Section 2 - The Associations

The Associations have been, or will be, organized to perform the functions set forth in Section 10 of the Act and described in the By-Laws of the Associations, except for those to be performed by others as set forth in the By-Laws of the Associations or the Master Deeds. Briarcliff Estates II Condominium Association Trust, Briarcliff Estates III Condominium Association Trust and Briarcliff Estates IV Condominium Association Trust are the first of an anticipated seven condominium associations to be created in the Briarcliff Estates Senior Village Community, each of which will be charged with the same or similar responsibilities for their respective condominium. The Associations are charged with the duties and have the power prescribed by law and set forth in the Master Deeds, the Declarations of Trust of the Associations and the By-Laws of the Associations, as they may be amended from time to time.

Section 3 - Community Trust

Community Trust has been formed to perform the functions set forth in this Declaration of Trust of Community Trust and the By-Laws of Community Trust, all as may be amended from time to time.

The beneficiaries of this Community Trust are the Unit Owners of the Condominiums (and may be referred to as "members"), and this Community Trust is established in order to have the Community Trustees maintain and manage the Community Facilities, to perform certain community functions and to enforce the Rules and Regulations of Briarcliff Estates, all as set forth in this Declaration of Trust of Community Trust, the By-Laws of Community Trust, the Master Deeds, the Declarations of Trust of the Associations and the By-Laws of the Associations, as any of those may be amended.

Section 4 - By-Laws, Rules and Regulations and Trust Applicable to Present and Future Owners

All present and future owners, mortgagees, lessees and occupants of Units or the Community Facilities are and shall be subject to the By-Laws of Community Trust, the Rules

and Regulations of Briarcliff Estates, the Declaration of Restrictions and the provisions of this Declaration of Trust of Community Trust.

Section 5 - Office of Community Trust

The office of Community Trust and of the Community Trustees of Community Trust shall be located at the Briarcliff Estates Senior Village Community, or at some other location within Massachusetts, as may be selected from time to time by the Community Trustees and of which the Unit Owners have been given written notice.

Section 6 - Documents Available for Review

Copies of this Declaration of Trust of Community Trust, the By-Laws of Community Trust and the Rules and Regulations of Briarcliff Estates, as they may be adopted or amended from time to time, and the books of account for Community Trust, shall be available for inspection by Unit Owners and their authorized agents during business hours upon reasonable advance notice.

Section 7 - Termination of Community Trust

Community Trust shall terminate (a) upon removal of all Condominiums from the provisions of the Act by the procedures set forth in the Master Deeds and the Act; or (b) after the occurrence of the Transfer of Control Date, upon the vote of 75% of the Unit Owners.

Upon the termination of Community Trust, the Community Trustee may sell and convert into money the whole of the Community Property, or any part thereof, and, after paying or retiring all known liabilities and obligations of the Community Trustee and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind, at valuations made by them which shall be conclusive, all other property then held by them in trust hereunder, to the Unit Owners divided evenly among each Unit, or if there are no Unit Owners then to the fee owners of the dwelling units located on the Community Property divided evenly among each such fee owner. The Community Trustee shall have power to sell property of this Community Trust by public auction or private sale without being answerable for loss and, for said purposes, to do all things, including the execution and delivery of instruments, as may by their performance thereof be shown to be in its judgment necessary or desirable in connection therewith. The powers of sale and all other powers herein given to the Community Trustee shall continue as to all property at any time remaining in its ownership, even though all times herein fixed for distributions of the Community Property may have passed.

ARTICLE III - UNIT OWNER MEMBERSHIP AND VOTING RIGHTS

Section 1 - Membership

The Owners of each Unit shall have a beneficial interest in Community Trust. Each Unit shall be assigned a proportional share in Community Trust equal to a fraction, the numerator of which is one and the denominator of which is the total number of Units among all of the Condominiums then in existence.

Every Person who is a Unit Owner of record shall be a member of Community Trust, except that any such Person or entity who holds such interest merely as security for the performance of an obligation shall not be a member of Community Trust.

Upon becoming a member of Community Trust, the rights, duties, privileges, immunities and liabilities of being a member of Community Trust shall be those set forth in and shall be exercised in accordance with this Declaration of Trust of Community Trust, the By-Laws of Community Trust and the Rules and Regulations of Briarcliff Estates, as the foregoing may be amended or adopted by the Community Trustees, as provided therein.

Membership in Community Trust shall be appurtenant to ownership of a Unit in the Condominiums, which membership shall not be severable in any manner from said Unit. Membership in Community Trust shall not be transferred, pledged or alienated in any way except upon transfer of title to a Unit, and then only to the transferee of title. Any attempt to make a prohibited transfer shall be null and void.

In the event that a corporation or other legal entity is a member of Community Trust, it may designate one or more natural Persons who shall be eligible to serve as a Community Trustee.

Section 2 - Voting

The Owners of each Unit shall be entitled to only one vote per Unit in which such member holds a fee interest. When more than one Person is the Owner of a Unit, all of the Unit Owners shall be members of Community Trust and the vote for such Unit shall be exercised as the multiple Owners of a Unit, among themselves, determine, but in no event shall more than one vote be cast on any issue with respect to any Unit.

ARTICLE IV - COMMUNITY TRUSTEES

Section 1 - Community Trustees; Officers

Except during the period prior to the Transfer of Control Date, the Community Trustees shall consist of all of the Trustees of each of the Associations (i.e., not more than seven Community Trustees upon completion of all Units). Prior to the Transfer of Control Date, the first Community Trustees shall be the Declarant and those persons appointed by the Declarant as provided in Article IV herein, which persons need not be Unit Owners. Except as provided in this Declaration of Trust of Community Trust with respect to the first Community Trustees (including successors appointed by the Declarant), Community Trustees shall serve for as long as such Person is a Trustee of an Association. In any event, however, each Community Trustee shall hold office until such time as his successor has been elected by the members of the Association as Trustee of the Association, except in the event of death, resignation, suspension of membership or sale of all of his Units in the Briarcliff Estates Senior Village Community which renders such Person ineligible to be a Community Trustee. The Community Trustees shall elect a Chair and a Clerk and other officers (and "Officer" or collectively the "Officers") as they may deem appropriate.

Section 2 - Designation

Subject to the provisions of the By-Laws of Community Trust concerning the first Community Trustees (or any vacancy of such Community Trustees), the Trustees of each Association shall automatically become Community Trustees upon their elections as Trustees of each Association.

Section 3 - Resignation

Any Community Trustee may resign at any time by delivering his or her written resignation to any Officer, provided such Community Trustee also resigns as Trustee of the applicable Association. Such resignation shall take effect upon the receipt by an Officer. The Clerk shall prepare a notice of the resignation and designation of any replacement Community Trustee and record such notice with the Registry. A certificate of the Clerk identifying the Community Trustees may be relied upon for all purposes.

Section 4 - The First Community Trustees and Transfer of Control Date

The first Community Trustees shall be appointed by the Declarant, and shall consist of not more than three persons (including the Declarant) who shall serve until the earlier of the following events (the earlier occurring event being the "Transfer of Control Date"):

a. Six months after 75% percent of all of the Units anticipated to be constructed in the Briarcliff Estates Senior Village Community as shown on the plan entitled "BRIARCLIFF ESTATES SENIOR VILLAGE DEFINITIVE SITE PLAN IN ROCHDALE, MASSACHUSETTS" prepared by Coyle Engineering, Inc. dated March 3, 2004 and recorded in the Registry in Plan Book 819, Plan 57 (i.e., 34 Units), have been conveyed to Unit purchasers other than Declarant; or

b. 20 years after conveyance of the first Unit to a Unit purchaser other than the Declarant in any Condominium that is part of the Briarcliff Estates Senior Village Community.

Thereafter, the Trustees of each Association shall automatically become Community Trustees upon their elections as Trustees of each Association.

The Community Trustees serving prior to the Transfer of Control Date are specifically authorized to contract for goods or services with the Declarant, or employees or affiliates of the Declarant whether or not such Persons are members of Community Trust and no such contract shall be deemed to involve a conflict of interest.

Section 5 - Removal

Until the Transfer of Control Date, the Declarant may remove any Community Trustee with or without cause and appoint a successor, and after the Transfer of Control Date, any Community Trustee may be removed with or without cause, by vote of Unit Owners of not less than two-thirds in beneficial interest of Community Trust and the vacancy resulting from such removal shall be filled in the manner provided in Section 6 of this Article. Any removal shall

become effective upon the recording with the Registry of a certificate of the Clerk as to such removal.

Section 6 - Vacancies in the Community Trustees

Vacancies in the Community Trustees, other than the first Community Trustees, caused by any reason other than the removal of a Community Trustee under Section 5 of this Article, shall be filled by the applicable successor Trustee of the Association. Any vacancy occurring prior to the Transfer of Control Date shall be filled by appointment by the Declarant.

Section 7 - Fidelity Bonds

The Associations shall provide a fidelity bond or insurance coverage protecting Community Trust against dishonest acts on the part of the Community Trustee representing such Association.

Section 8 - Compensation of the Community Trustees

No Community Trustee shall receive any compensation for acting as such, except for reimbursement of necessary and duly incurred expenses.

Section 9 - Community Trustees Not Liable

No Community Trustees shall be personally liable to Community Trust or its members for any mistake of judgment, negligence or otherwise or for monetary damages for or arising out of a breach of fiduciary duty as a Community Trustee notwithstanding any provision of law imposing such liability; provided, however that the foregoing shall not eliminate or limit the liability of a Community Trustee to the extent that such liability is imposed by applicable law (a) for a breach of such Community Trustee's duty of loyalty to Community Trust and its members, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (c) for any transaction from which the Community Trustee derived an improper personal benefit.

Section 10 - Indemnification of Community Trustees

Community Trust shall, to the extent legally permissible, indemnify each person now or hereafter serving as a Community Trustee against all expense reasonably incurred or paid by the Community Trustee in connection with the defense or disposition of any actual or threatened claim, action, suit or proceeding (civil, criminal or other, including appeals) in which he or she may be involved as a party or otherwise by reason of his or her having served in any such capacity, or by reason of any action or omission or alleged action or omission by the Community Trustee while serving in any such capacity; except for expense incurred or paid by him or her with respect to (a) any matter as to which the Community Trustee shall have been adjudicated in any proceeding not to have acted in the reasonable belief that his or her action was in the best interests of the Community Trust, or (b) to any matter as to which the Community Trustee shall agree or be ordered by any court of competent jurisdiction to make payment to the Community Trust, or (c) which Community Trust shall be prohibited by law or by order of any court of competent jurisdiction from indemnifying him or her. Such indemnification shall include

payment by Community Trust of expenses incurred in defending a civil or criminal action or proceeding in advance of the final disposition of such action or proceeding, upon receipt of an undertaking by the person indemnified to repay such payment if he shall eventually be adjudicated to be not entitled to indemnification under this Declaration of Trust of Community Trust or the By-Laws of Community Trust.

No matter disposed of by settlement, compromise or the entry of a consent decree, nor a judgment of conviction or the entry of any plea in a criminal proceeding, shall of itself be deemed an adjudication of not having acted in the reasonable belief that the action taken or omitted was in the best interests of the Community Trust. The term expense shall include, without limitation, settlements, attorneys' fees, costs, judgments, fines, penalties and other liabilities. The right of indemnification herein provided for shall be severable, shall be in addition to any other right which any such person may have or obtain, shall continue as to any such person who has ceased to be such Community Trustee and shall inure to the heirs and personal representatives of any such person.

Section 11 - Records; Annual Report

The Community Trustees shall cause to be kept detailed records of the actions of Community Trust, including, but not limited to, minutes of the meetings of Community Trust (and if requested by the Associations, minutes of meetings of the Associations) and financial records and books of account of Community Trust and the Associations (to the extent the Association provides those records to the Community Trustees), which records and books shall be made available for inspection by the Unit Owners, holders of mortgages on Units and their authorized agents during reasonable business hours and upon reasonable advance notice. Financial records and books of account of Community Trust and the Associations may be consolidated as long as individual Association records can be identified.

The Community Trustees shall cause a consolidated annual report of the receipts and expenditures of Community Trust and the Associations (to the extent that records of all expenditures of the Associations have been provided to the Community Trustees) to be made at the end of each fiscal year by an independent, disinterested, certified public accountant and a copy of said report shall be sent promptly to each Unit Owner. In addition, a copy of said report shall be kept on file at the office of Community Trust and shall be made available-for inspection by the Unit Owners, holders of mortgages on Units and their authorized agents during reasonable business hours.

ARTICLE V - RIGHTS AND OBLIGATIONS OF THIRD PARTIES DEALING WITH THE COMMUNITY TRUSTEES

Section 1 - Reliance on Identity of Community Trustee

No purchaser, mortgagee, lender or other Person dealing with the Community Trustees as they then appear of record in the Registry shall be bound to ascertain or inquire further as to the Persons who are the then Community Trustees under Community Trust, or be affected by any notice, implied or actual, otherwise than by a certificate thereof, and such record or certificate

shall be conclusive evidence of the Community Trustees and of any changes therein. No purchaser, mortgagee, lender or other Person dealing with the Community Trustees or with any real or personal property which then is, or formerly was, Community Trust property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge or charge is herein authorized or directed, or otherwise as to the purpose or regularity of any of the acts of the Community Trustees, and any instrument of appointment of a new Community Trustee or resignation or removal of a former Community Trustee purporting to be executed by the Community Trustee, Unit Owners or other Persons required by Community Trust to execute the same, shall be conclusive in favor of any such purchaser or other Person dealing with the Community Trustee as to the matters therein recited for the discharge, resignation, removal or appointment or the occurrence thereof.

Section 2 - All Obligations Subject to Community Trust Every note, bond, contract, order, instrument, certificate, undertaking obligation, covenant or agreement, whether oral or written, made, issued or executed by the Community Trustees, or by any agent or employee of the Community Trustees, shall be deemed to have been entered into subject to the terms, conditions, provisions and restrictions of Community Trust, whether or not express reference shall have been made to this instrument.

Section 3 - Further Matters of Reliance This Declaration of Trust of Community Trust and any amendments thereof and any certificate required by the terms of this Declaration of Trust of Community Trust to be recorded and any other certificate or paper signed by the Community Trustee or which it may be deemed desirable to record shall be recorded with the Registry and such record shall be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof; and all Persons dealing in any manner whatsoever with the Community Trustees, Community Trust property or any beneficiary thereunder shall be held to have notice of any alteration or amendment of this Declaration of Trust of Community Trust, or change of Community Trustee, when the same shall be recorded with the Registry. Any certificate signed by the Community Trustee in office at the time setting forth as facts any matters affecting Community Trust, including statements as to the identities of the beneficiaries, what action has been taken by the beneficiaries and the authority of the Community Trustees, or any one of them to do any act, when duly acknowledged and recorded with the Registry shall be conclusive evidence as to the existence of such alleged facts in favor of all third Persons, including the Community Trustee, acting in reliance thereon. Any certificate executed by any Community Trustee hereunder setting forth the existence of any facts, the existence of which is necessary to authorize the execution of any instrument or the taking of any action by such Community Trustee shall, as to all Persons acting in good faith in reliance thereon be conclusive evidence of the truth of the statements made in such certificate, the existence of the facts therein set forth and the existence of the authority of such one or more Community Trustees to execute and deliver the designated instrument on behalf of Community Trust.

ARTICLE VI - MORTGAGES

A Unit Owner who mortgages his Unit shall notify the Community Trustees of the name and address of the mortgagee, or such notice may be provided by the mortgagee to the Community Trustees. The Community Trustees shall maintain a current list of such information

and a mortgagee shall remain on such list until the Community Trustees receive written notice from such mortgagee to the contrary or a copy of the discharge of mortgage.

ARTICLE VII - AMENDMENTS

This Declaration of Trust of Community Trust and the By-Laws thereof may be amended, altered, added to or changed by the affirmative vote of not less than 51% (or such greater percentage if otherwise specifically required by the provisions of Community Trust or the By-Laws thereof or the Act) in beneficial interest of Community Trust, present in person or by proxy at a meeting of the members of each respective Community Trust duly called and held for such purpose. Any modification or amendment of this Declaration of Trust of Community Trust shall become effective upon the recording with the Registry of a certificate of the Clerk, setting forth in full the modification and amendment, and reciting the consent of the Unit Owners required by Community Trust to consent thereto. Such instrument, so executed and recorded, shall be conclusive evidence of such amendment or modification.

ARTICLE VIII - CONFLICTS

In the event of any conflict between the provisions of Community Trust (including, but not limited to, the By-Laws thereof) and the provisions of the Act and the Master Deeds, the provisions of the Act, or of the Master Deeds, as the case may be, shall control.

ARTICLE IX - MISCELLANEOUS

Section 1 - Invalidity; Gender

The invalidity of any part of Community Trust or the By-Laws thereof shall not impair or affect in any manner the validity, enforceability or effect of the balance of any other provisions of the same. Gender herein shall not only refer to the masculine, but also to the feminine and neutral gender, and the use of the singular shall be deemed to include the plural and vice versa, whenever the context so requires.

Section 2 - 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 Community Trust or the By-Laws thereof or the intent of any provisions thereof.

Section 3 - Waiver

No restriction, condition, obligations or provision contained in Community Trust or the By-Laws thereof 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 thereof which occur.

Section 4 - Dispute Resolution

If a dispute arises in connection with the administration of Community Trust that is unresolved after seven days, the Community Trustees and the Unit Owners agree to submit said dispute to mediation in the manner hereinafter specified.

- a. All disputes subject to this arbitration clause shall be determined by binding arbitration before a retired judge of the applicable court of jurisdiction affiliated with JAMS, or as may be otherwise mutually agreed by a simple majority of the Community Trustees (the "Arbitrator").
- b. Such arbitration shall be initiated by a Community Trustee within 10 days after a Community Trustee sends written notice (the "Arbitration Notice") of a demand to arbitrate by registered or certified mail to the other Community Trustees, the Unit Owners and the Arbitrator. The Arbitration Notice shall contain a description of the subject matter of the arbitration, the dispute with respect thereto, the amount involved, if any, and the remedy or determination sought.
- c. If the Community Trustees have agreed to use JAMS they may agree on a retired judge from the JAMS panel. If they are unable to agree within 10 days, JAMS will provide a list of three available judges and each party may strike one. The remaining judge (or if there are two, the one selected by JAMS) will serve as the Arbitrator. The scope and duration of the hearing shall be at the complete discretion of the Arbitrator.
- d. The Community Trustees and the Unit Owners shall be entitled to present evidence to the Arbitrator in support of their respective positions.
- e. The Arbitrator may not make any determination inconsistent with any of the terms of Community Trust or the Declarations of Trust of the Associations (or any bylaws thereof) or the Master Deeds, or deprive any Community Trustee thereto of any right in Community Trust or decide any matter other than the specific issue referred to arbitration as herein provided.
- f. The Arbitrator shall give written notice to the Community Trustees and the Unit Owners stating his or her determination, and shall furnish to each party a signed copy thereof.
- g. The fees and expenses of the Arbitrator shall be charged to the Associations as a community expense.

Executed as an instrument under seal this 13th day of April, 2016.

Briarcliff Estates Senior Village Community Trust

By: Briarcliff Estates SV LLC, Trustee

By: [Signature]
Matthew W. Bassick, Authorized Signatory

By: [Signature]
John W. Bassick, Authorized Signatory

THE COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 13th day of April, 2016, before me, the undersigned notary public, personally appeared Matthew W. Bassick and John W. Bassick, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☒ personal knowledge of the undersigned, to be the Persons whose names are signed on the preceding document(s), and acknowledged to me that they signed it voluntarily for its stated purpose as Authorized Signatories of Briarcliff Estates SV LLC as Trustee of Briarcliff Estates Senior Village Community Trust.

[Signature]

(official seal)

Notary Public:

My commission expires:

