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BY-LAWS OF**BRIARCLIFF ESTATES SENIOR VILLAGE COMMUNITY TRUST**

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BY-LAWS OF

BRIARCLIFF ESTATES SENIOR VILLAGE COMMUNITY TRUST

The provisions contained herein shall constitute the By-Laws of Briarcliff Estates Senior Village Community Trust ("Community Trust"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Declaration of Trust of Briarcliff Estates Senior Village Community Trust.

ARTICLE I - COMMUNITY TRUSTEES

Section 1 - Powers and Duties of the Community Trustees

The Community Trustees shall have the powers and duties necessary for the administration and management of the affairs of Briarcliff Estates Senior Village Community and shall perform all the duties and have all the powers consistent with the Declaration of Trust of Community Trust, these Bylaws and the Act, except as by the Declaration of Trust of Community Trust, these By-Laws or the Act are reserved to the members of Community Trust.

All powers, duties, rights and authority of the Condominium Trustees under the Master Deeds, the Declarations of Trust and the By-Laws of the Associations have been delegated to Community Trust and the Community Trustees thereof (excepting any provisions which by the terms of said documents, cannot be delegated by the Condominium Trustees), and shall include, but shall not be limited to, the following:

- a. Providing for the management, operation, care, upkeep, maintenance and repair, (collectively the "Management and Operating Requirements") of the Community Facilities, including, without limiting the generality of the foregoing, the right to engage a professional management company.
- b. Proposing a budget of the revenue from proposed assessments and estimated expenses required to meet the Management and Operating Requirements for the Community Facilities.
- c. Collection of the charges due from the Associations, and including common area charges due from Unit Owners to the Associations and the right to enforce such collections by methods described herein or in the Act.
- d. Opening and maintaining bank accounts on behalf of Community Trust and the Associations and designating signatories required therefor (except as may otherwise expressly be provided herein, separate bank accounts need not be opened for each Condominium, and funds collected from the Associations, Unit Owners and/or third parties in connection with the management and operation of the Community Facilities, may be comingled).
- e. Making repairs, additions, improvements or alterations to the Community Facilities; however, any additions, improvements, or alterations to a Condominium shall require consent of Community Trustees, Condominium Trustees, and Unit Owners of all of the

Condominiums as required in the By-Laws of the of the Associations, the Master Deeds and the Declarations of Trust.

f. Enforcing obligations to be performed or observed by the Unit Owners under the Master Deeds, the Bylaws of the Associations, the Declaration of Trust of Community Trust, these Bylaws, the Rules and Regulations of Briarcliff Estates or the Act, including conducting litigation and being subject to suit.

g. Assessing and collecting fines for violations of the Rules and Regulations of Briarcliff Estates, which fines shall be paid to Community Trust.

h. Managing, scheduling and designating areas of use of any Community Buildings for any purpose which the Community Trustees, in their discretion, deem to be in the best interests of Briarcliff Estates Senior Village Community as a whole.

i. Executing agreements, contracts, deeds, leases, checks and other instruments related to the management or operation of Community Trust, the Associations and/or the Community Facilities.

j. Performing such other duties as directed by the members of Community Trust acting at a properly called meeting.

Section 2 - Community Trustees Meeting Following First Annual Meeting of Members

Within ten days after the first annual meeting of members of Community Trust as provided in Article II, there shall be a meeting of the Community Trustees at such time and place as shall be fixed by the Unit Owners at such meeting and no notice shall be necessary to the Community Trustees in order legally to constitute such meeting, provided a majority of the Community Trustees shall be present at such meeting.

Section 3 - Regular Meetings

Regular meetings of the Community Trustees may be held at such time and place as shall be determined from time to time by a majority of the Community Trustees. Notice of a regular meeting shall be given to each Community Trustee at least three days prior to the day named for such meeting. A regular meeting of the Community Trustees may be held without a call or notice at the same place as the annual meeting of the members of Community Trust, immediately following such meeting of members provided either that every Community Trustee is present at the meeting at which the annual meeting is fixed or any absent Community Trustee has received the minutes of such annual meeting of the members.

Section 4 - Special Meetings

Special meetings of the Community Trustees may be called by any Community Trustee on three days' notice to each Community Trustee, which notice shall state the time, place and purpose of the meeting.

Section 5 - Waiver of Notice of Meetings

Any Community Trustee may at any time in writing waive notice of any meeting of the Community Trustees and such waiver shall be deemed equivalent to the receipt of such notice.

Section 6 - Quorum

At all meetings of the Community Trustees, a majority of the Community Trustees shall constitute a quorum for the transaction of business and the vote of a majority of the Community Trustees present at a meeting at which a quorum is present shall constitute the decision of the Community Trustees. If at any meeting of the Community Trustees, there shall be less than a quorum present, a majority of those present may adjourn the meeting to another time. Notice of the later meeting shall be given to all Community Trustees not at the adjourned meeting not less than three days before the later meeting.

ARTICLE II - MEETINGS OF MEMBERS OF COMMUNITY TRUST

Section 1 - Annual Meetings, Designation of Community Trustees

a. On the first anniversary following the formation of the first Association, the Community Trustees shall call the first annual meeting of the members of Community Trust by written notice given by the Community Trustees to the members at least five days prior to the date so designated. Thereafter, there shall be an annual meeting of the members of Community Trust on the second Wednesday of August in each year at 7:30 p.m. In each succeeding year, the date of the annual meeting may be changed by proper amendment to the By-Laws of Community Trust; provided, however, such meetings shall occur at the same time and place as the annual meetings of the members of each of the Associations. If an annual meeting is not held in accordance with the foregoing provisions, a special meeting may be held in place thereof with all the force and effect of an annual meeting.

b. Beginning with the first annual meeting of the members of Community Trust to occur after the Transfer of Control Date, the Trustee of each Association shall automatically become Community Trustees upon their elections as Trustee of each Association.

Section 2 - Location of Annual Meetings

Meetings of the members of Community Trust shall be held at the principal office of Community Trust, which is at 2 Victoria Drive, Leicester, MA 01542 as of the date hereof, or at such other suitable place convenient to the members of Community Trust as may be designated by the Community Trustees and stated in the notice of the meeting; provided, however, such meeting shall be at the same location as the annual meetings of the members of each of the Associations.

Section 3 - Special Meetings

It shall be the duty of the Clerk of the Community Trustees to call a special meeting of the members of Community Trust either as directed by a majority of the Community Trustees or upon written application to the Community Trustees (or to the Clerk of the Community Trustees) of members holding at least one-third in interest of the members of Community Trust.

Section 4 - Notice of Meetings

It shall be the duty of the Clerk of the Community Trustees to mail or deliver (that may include electronic delivery) to each Unit Owner a notice of each annual and special meeting of members, stating the purpose(s), date, time and place thereof at least five days prior to such meeting. Mailing or delivery of a notice in the manner provided in these By-Laws shall be considered notice served. Notice of a meeting need not be given to a Unit Owner if a written waiver thereof executed by such Unit Owner or by his duly authorized attorney or agent before, during or after the meeting, is filed with the records of the meeting.

Section 5 - Quorum

Except as provided otherwise in these By-Laws, the presence in person or by proxy of a majority of the members of Community Trust shall constitute a quorum at all meetings of the members of Community Trust. If any meeting of the members of Community Trust cannot be held because a quorum is not present, a majority in interest of the members of Community Trust who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time for which the original meeting was called. Notice of the later meeting shall be given to all members not at the adjourned meeting not less than 24 hours before the later meeting and notice of such later meeting may be provided electronically.

As used in these By-Laws, "majority of members of Community Trust" shall mean any aggregation of members of Community Trust having more than 50% of the total authorized votes of all members of Community Trust, present in person or by proxy, as determined in accordance with Section 6 of this Article (there being one vote per Unit). The vote of a majority of members of Community Trust present at a meeting at which a quorum is present shall be binding upon all members of Community Trust for all purposes, except when a higher percentage vote is required by law or these By-Laws.

Section 6 - Voting

The member(s) of Community Trust, or some person designated by each such member of Community Trust to act as proxy on his or their behalf, who need not be a Unit Owner, shall be entitled to cast the vote appurtenant to such Unit at any meeting of the members of Community Trust, provided the member is not under suspension. The designation of any proxy shall be made in writing to a Community Trustee and shall be revocable at any time prior to or at the meeting upon written notice to a Community Trustee by the member(s) so designating. Any and all members of Community Trust may be present at any meeting of the members of Community Trust, either in person or by proxy. Each member of Community Trust, including the Declarant, shall be entitled to cast one vote per Unit owned by said members at all meetings of the members of Community Trust; provided, however, that the vote attributable to each Unit must be voted as an entirety and if Owners of a Unit shall be unable to agree on the vote to be cast on any issue, their right to vote on that issue shall be deemed waived.

ARTICLE III - NOTICES

Section 1 - Notice Procedure

Whenever notice is required to be given to Community Trust under the provisions of the Declaration of Trust of Community Trust or these By-Laws, such notice shall be given in writing, by mailing it (including electronic mail if an address is provided for purposes of giving notice and incorporated in the records of the Association), postage prepaid, addressed to Community Trust, the Community Trustees or such Unit Owner, respectively, at such address as appears in the records of Community Trust. Notice shall be deemed given if mailed as of the date of mailing or if otherwise, as of the date of delivery.

Section 2 - Waiver of Notice

Notice required to be given under the provisions of the Act, the Declaration of Trust of Community Trust or these By-Laws may be waived in writing by the Person or Persons entitled to such notice, whether before or after the time stated therein, and such waiver shall be deemed equivalent to the receipt of such notice.

ARTICLE IV - OPERATION OF COMMUNITY TRUST

Section 1 - Budget

The Community Trustees shall, from time to time (but at least annually) and in their sole discretion, prepare a budget for the Management and Operating Requirements of Community Trust, and, in connection therewith, determine the amount of Community Facilities expenses and allocate and assess such Community Facilities expenses to the Associations and/or Unit Owners. Allocation and assessment of such expenses shall generally be equally shared among the then-existing Units of the Condominiums actually being served by the associated expense; however, certain expenses may be shared among all of the Units of the Condominiums, including those planned Units that have yet to be created (i.e., all 34 planned Units). Expenses attributable to Units that have yet to be created shall be borne by the Declarant.

The Community Facilities expenses shall include, but not be limited to, the cost of all insurance premiums on all policies of insurance required to be, or which have been, obtained by the Community Trustees pursuant to the provisions of these By-Laws and the By-Laws of the Associations. The Community Facilities expenses shall also include the amounts estimated for the Management and Operating Requirements of the Community Facilities, including, without limitation, services rendered to each Condominium and/or Unit, any amount for working capital of Community Trust and, for a general operating reserve, an adequate reserve fund for maintenance, repair and replacement of the Community Facilities which must be replenished on a periodic basis and to make up any deficit in the Community Facilities expenses of any prior year.

The Community Trustees shall advise each Association promptly in writing of the amount of the charges payable by each Association and/or Unit, respectively, as determined by the Community Trustees and shall furnish copies of each budget on which such charges are based to all Unit Owners.

Until the last Transfer of Control Date of the Condominiums, the Declarant may, in its sole discretion, be (1) responsible for the payment of actual out-of-pocket expenses for roadway snow removal in a given fiscal year that exceeds the amount budgeted for the same; and (2)

entitled to reimbursement of the Declarant's share of condominium fees paid towards budgeted roadway snow removal expenses that are not used in a given fiscal year for actual roadway snow removal expenses.

Section 2 - Payment of Charges

Each Unit Owner shall pay the charges when assessed by the Community Trustees, pursuant to the provisions of the By-Laws of Community Trust monthly in advance, or at such other time or times as the Community Trustees shall determine.

Section 3 - Maintenance and Repair to Community Facilities

All necessary maintenance and repairs to the Community Facilities, whether structural or non-structural, ordinary or extraordinary, shall be performed by the Community Trustees or their contractors and shall be included as an expense of Community Trust except to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case, such expense shall be charged to the Association for the Condominium in which such Unit Owner owns a Unit and said Association shall charge such Unit Owner as set forth in the Association's By-Laws.

Notwithstanding anything to the contrary that may otherwise be contained herein, any and all Well Facilities shall be maintained, repaired and replaced by the Unit Owners served by such facilities, the cost and expense of which shall be shared equally among Unit Owners served.

Section 4 - Restrictions for Community Facilities

No signs, plaques or communication of any description shall be placed on the exterior or outside areas of the Community Facilities or inside any Community Buildings by a Unit Owner unless approved by the Community Trustees or allowed by the Rules and Regulations of Briarcliff Estates. This sub-paragraph shall not restrict the right of Unit Owners to decorate the interior of their Units or temporarily decorate the exterior doors of their Units, as they may desire.

Section 5 - Capital Improvements

Any capital improvements to the Community Facilities (excluding maintenance and repair), shall be approved by Unit Owners entitled to 75% or more of the beneficial interest of Community Trust, and shall be performed by the Community Trustees or their contractors.

The provisions of this Section 5 shall not apply to improvements to Community Facilities or easement areas that are part of the Declarant's development of the Community Property.

ARTICLE V - INSURANCE

The Community Trustees on behalf of all of the Associations shall obtain and maintain, to the extent available, all insurance required by the By-Laws of the Associations, coverages of which shall be consolidated into one or more policies that, in the aggregate, cover the entire

Community Property and all Community Facilities, Condominiums, Associations and Units therein and the Community Trustees and the Condominium Trustees thereof.

ARTICLE VI - DAMAGE TO OR DESTRUCTION OF PROPERTY; CONDEMNATION

Subject to the provisions of Section 17 of the Act, in the event of damage to or destruction of the Community Facilities or any Unit as a result of fire or other casualty or eminent domain, the Community Trustees shall perform all duties and obligations of the Condominium Trustees as set forth in the By-Laws of the Associations, including, but not limited to, the adjustment of losses, repair and restoration of damage, obtaining estimates of the cost of repair or restoration, retention of a registered architect or registered engineer, disbursement of insurance proceeds and takings awards and serving as insurance trustees.

ARTICLE VII - CONFLICTS

In the event of any conflict between the provisions of these By-Laws and the provisions of Community Trust, the Act and the Master Deeds, the provisions of Community Trust, the Act or of the Master Deed, as the case may be, shall control.

ARTICLE VIII - MISCELLANEOUS

Section 1 - Invalidity

The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of any other provisions of the same.

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 these By-Laws or the intent of any provisions thereof.

Section 3 - Waiver

No restriction, condition, obligations or provision contained in Community Trust or these By-Laws 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.

[SIGNATURE PAGE TO FOLLOW]

Executed as an instrument under seal as of 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]
Notary Public:

(official seal)

My commission expires:

