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**BRIARCLIFF ESTATES II CONDOMINIUM
COND AMENDMENT TO MASTER DEED WITH
AMENDED AND RESTATED MASTER DEED**

The undersigned, constituting a majority of the Board of Governors (the "Board") of Briarcliff Estates II Condominium Association, Inc., the organization of unit owners of Briarcliff Estates II Condominium (the "Condominium") created pursuant to M.G.L. c. 183A (the "Act") by Master Deed dated June 29, 2007 and recorded in the Worcester District Registry of Deeds (the "Registry") in Book 41466, Page 27, as affected by an Amendment to Master Deed dated January 2, 2013 and recorded in the Registry in Book 50355, Page 34 (the "Master Deed"), hereby certify in accordance with Section 15 of the Master Deed and M.G.L. c. 183A, §5(b)(2)(iii) that unit owners ("Unit Owners") collectively entitled to at least 67% of the Condominium's beneficial interest have consented to amend and restate the Master Deed as set forth in the Amended and Restated Master Deed attached hereto as Exhibit A and incorporated herein (the "Amended and Restated Master Deed"), by:

1. removing Briarcliff Estates II Condominium Association, Inc. and By-Laws thereof dated June 29, 2007 and recorded in the Registry in Book 41466, Page 52, as affected by Amendment of By-Laws dated January 2, 2013 and recorded in the Registry in Book 50355, Page 39, as the organization of unit owners of the Condominium and as defined in the Act, and replacing it with Briarcliff Estates II Condominium Association Trust and By-Laws thereof, copies of which have been provided to the Unit Owners and are to be recorded herewith;
2. removing Briarcliff Estates Senior Village Community Corporation and By-Laws thereof dated February 13, 2007 and recorded in the Registry in Book 40797, Page 112, as affected by an Amendment of By-Laws dated January 2, 2013 and recorded in the Registry in Book 50355, Page 21, as the property manager of all of the condominiums within Briarcliff Estates Senior Village Community, and replacing it with Briarcliff Estates Senior Village Community Trust and By-Laws thereof, copies of which have been provided to the Unit Owners and are to be recorded herewith; and
3. modifying other provisions of the Master Deed.

The Master Deed is hereby amended and restated as set forth in the Amended and Restated Master Deed.

The consents of Unit Owners are attached hereto as Exhibit B and incorporated herein. The undersigned, being the sole duly elected and acting Governors of the Board further certify that, to the best of their knowledge, there are no mortgagees holding first mortgages on units within the Condominium.

[SIGNATURE PAGE TO FOLLOW]

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

Briarcliff Estates II Condominium Association, Inc.

By: [Signature]
Matthew W. Bassick, Governor

By: [Signature]
John W. Bassick, Governor

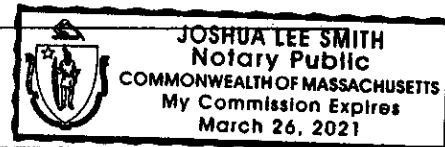
THE COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 13th day of April, 2016, before me, the undersigned notary public, personally appeared Matthew 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 person whose name is signed on the preceding document(s), and acknowledged to me that he signed it voluntarily for its stated purpose as her free act and deed as Governor of Briarcliff Estates II Condominium Association, Inc.

[Signature]
Notary Public:
My commission expires:

(official seal)



THE COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 13th day of April, 2016, before me, the undersigned notary public, personally appeared 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 person whose name is signed on the preceding document(s), and acknowledged to me that he signed it voluntarily for its stated purpose as her free act and deed as Governor of Briarcliff Estates II Condominium Association, Inc.

[Signature]
Notary Public:
My commission expires:

(official seal)

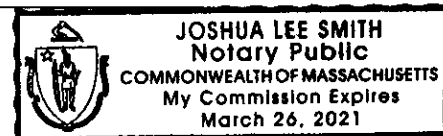


EXHIBIT A
AMENDED AND RESTATED MASTER DEED
BRIARCLIFF ESTATES II CONDOMINIUM

**BRIARCLIFF ESTATES II CONDOMINIUM
AMENDED AND RESTATED MASTER DEED**

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EXHIBIT A - PROPERTY

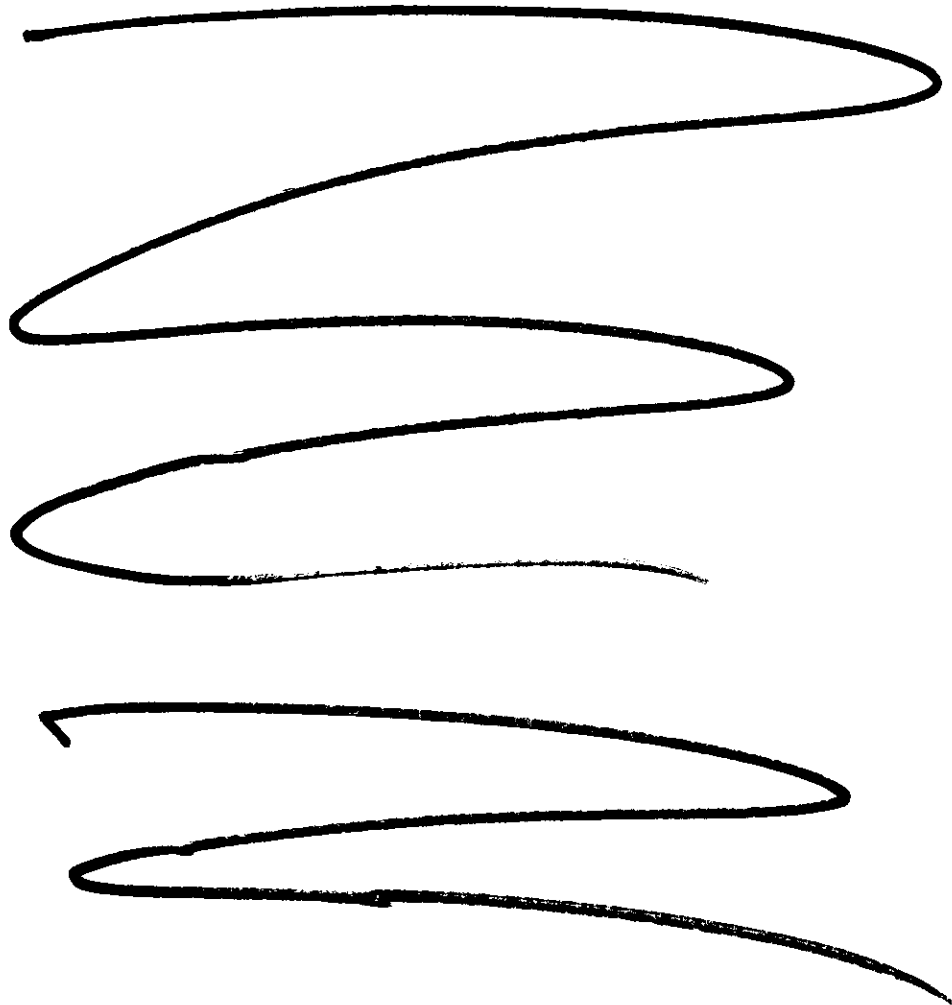
EXHIBIT B – CONDOMINIUM PLANS

SCHEDULE 1 - DEFINITIONS

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BRIARCLIFF ESTATES II CONDOMINIUM**AMENDED AND RESTATED MASTER DEED**

This Amended and Restated Master Deed of the Briarcliff Estates II Condominium (this "Master Deed") is made this 13th day of April, 2016.

WITNESSETH that Briarcliff Estates SV LLC, of 7 Maple Avenue, Hopkinton, Middlesex County, Massachusetts, (hereinafter referred to as the "Declarant"), being the owner of certain premises in Leicester, Worcester County, Massachusetts, hereinafter described on Exhibit A, by duly executing and recording this Master Deed, does hereby submit said premises to the provisions of Massachusetts General Laws, Chapter 183A, as it may be amended (the "Act") and by this Master Deed does create a condominium, to be governed by and subject to the provisions of the Act (including any amendments thereto hereafter enacted) and to that end, the Declarant does hereby declare and provide as follows:

1. NAME OF CONDOMINIUM AND DESCRIPTION OF PREMISES

The name of the Condominium shall be the Briarcliff Estates II Condominium. The premises which constitute the condominium comprise the land (the "Land") designated as Lot 3 Victoria Drive, Leicester, Worcester County, Massachusetts together with the improvements and buildings now existing and to be hereinafter constructed thereon (collectively, the "Condominium"), as shown on a plan entitled, "Definitive Plan of Briarcliff Estates Stafford Street, Leicester, Massachusetts" and recorded in the Worcester District Registry of Deeds (the "Registry") in Plan Book 813, Plan 33", further depicted on a plan entitled "Briarcliff Estates Senior Village Definitive Plan in Rochdale, Massachusetts" and recorded in the Registry in Plan Book 819, Plan 57, and further depicted on a plan entitled "Briarcliff Estates II Condominium Site Plan in Leicester, Massachusetts Owned by Briarcliff Estates LLC, dated June 22, 2007, by R.W. Hart Associates, Inc." recorded in the Registry in Plan Book 858, Plan 29 (collectively, the "Condominium Plans"), copies of which are attached hereto as Exhibit B. The Condominium is 1 of 7 separate condominiums which are to be created in the Briarcliff Estates Senior Village Community planned by the Declarant. Said premises are submitted to the provisions of the Act and are subject to the right and easement hereby reserved by the Declarant to construct the buildings, parking areas and roadways, as shown on the Condominium Plans hereinabove referred to, and other Units in the Briarcliff Estates Senior Village Community.

The Declarant also reserves the right to have as an appurtenance to the construction of other Units within the Briarcliff Estates Senior Village Community, an easement to pass and repass over the land, including the right to store equipment and supplies, so far as the same are necessary and convenient for the construction of the said other Units in the Briarcliff Estates Senior Village Community. The Declarant, its successor and assigns, shall have such right and easement to use driveways and walkways affording access to the said premises including the right and easement to construct additional driveways and walkways to serve the other Units in the Briarcliff Estates Senior Village Community provided that such access easements shall not interfere with the access of the owners of the Units in the Condominium to their Units.

The Declarant reserves the right to grant easements over, under, through and across the Common Elements of the Condominium Land and buildings for the purpose of installing utilities and cable television lines serving the Units in the Condominium and other Units in the Briarcliff Estates Senior Village Community and such other equipment as may be necessary for the installation and operation of the same. The Declarant also reserves the right to grant easements over, under, through and across the Common Elements of the Condominium Land for drainage, slope and utility easements and all related appurtenances servicing the Units in the Briarcliff Estates Senior Village Community.

The Condominium and the other condominiums that have been, or will be, formed on Lots 2, 4, 5, 6, 7 and 8 as shown on the Condominium Plans, which together with Lots 1 and 3 and all roadways appurtenant thereto make up the Briarcliff Estates Senior Village Community, are subject to the provisions of a Special Permit issued by the Town of Leicester Planning Board dated May 18, 2004 and recorded in the Registry in Book 35322, Page 355.

2. DEFINITIONS

All terms and expressions herein used which are defined in Section 1 of the Act, as amended, shall have the same meanings unless the context indicates otherwise. Capitalized terms not defined in this Master Deed but which are defined in Schedule 1 attached hereto, shall have the meanings specified therein.

3. LEGAL ORGANIZATION – CONDOMINIUM AND COMMUNITY TRUST

Briarcliff Estates II Condominium is 1 of 7 condominiums which are to be created in the Briarcliff Estates Senior Village Community in the Town of Leicester. The Briarcliff Estates II Condominium Association Trust, hereinafter referred to as the "Association", shall be the Organization of Unit Owners for the Condominium. The mailing address of the Association is 2 Victoria Drive, Leicester, MA 01542. Membership in the Association is appurtenant to Unit ownership in the Condominium and shall not be severable in any manner therefrom. There will be a separate association for each of the Condominiums within the Briarcliff Estates Senior Village Community.

Briarcliff Estates Senior Village Community Trust ("Community Trust") is a trust that has been formed under a Declaration of Trust dated April 13, 2016 and is to be recorded in the Registry herewith, for the purpose of maintaining and managing the Condominiums pursuant to the Master Deeds, the Declaration of Trust of Community Trust, the Associations, the By-Laws of Community Trust and the By-Laws of the Associations and the Rules and Regulations of Briarcliff Estates on behalf of the Trustees of the Associations, and to perform the functions set forth in the Declaration of Trust of Community Trust and the By-Laws of Community Trust, enforce the Rules and Regulations of Briarcliff Estates, and maintain and manage the Community Facilities and any other improvements jointly utilized by each of the condominiums within the Briarcliff Estates Senior Village Community. Membership in Community Trust shall be appurtenant to ownership of a Unit in Briarcliff Estates Senior Village Community, which membership shall not be severable in any manner from said Unit.

The By-Laws of the Association have been duly adopted in accordance with the provisions of the Act by the Trustee and are incorporated herein by reference, and such amendments thereto as may from time to time be enacted. The By-Laws of Community Trust have been duly adopted in accordance with the provisions of the Act by the Community Trustees and are incorporated herein by reference, and such amendments thereto as may from time to time be enacted.

4. DESCRIPTION OF BUILDINGS

The Condominium consists of 5 buildings, of which 1 building contains 2 units and the remaining 4 buildings each contain 1 unit (which will be phased subsequent to the recording of this Master Deed), for a total of 6 units and having access through walkways or driveways to Victoria Drive, all as shown on the Condominium Plans above described and having such characteristics as are set forth in Schedule 2 and shown on the aforesaid Condominium Plans. The buildings have a masonry foundation, wood frame, vinyl siding with asphalt shingle roof.

5. DESIGNATION OF UNITS

Unit Designation, Number of Rooms, Approximate Area Location and other descriptive information are as shown on the attached Schedule 2 and in the Condominium Plans, all of which are incorporated herein and made part hereof.

6. INTERESTS OF UNIT OWNERS; DETERMINATION OF PERCENTAGE INTERESTS

The Owners of each Unit shall be entitled to an undivided interest in the Common Elements of the Condominium in the percentages set forth in the attached Schedule 3, which percentages have been established at the approximate relation that the fair value of each Unit bears to the aggregate fair value of all Units on the date of this Master Deed and may, if appropriate, also reflect anticipated future development of a given order and mix of Units. The Declarant reserves the right to change such order and mix, and the corresponding percentage interest appertaining to the Units, including Units existing before as well as after such change, provided that such percentage interests, as modified, are in compliance with the Act.

The Owners of each Unit shall have the right to use the Common Facilities in common with the unit owners of the other Condominiums for the purposes for which such Common Facilities are commonly used in a residential community setting.

7. BOUNDARIES OF UNITS

The boundaries of the Units are as follows:

- a. Floor: The upper surface of the concrete basement floor slab or concrete first floor slab for units without basements;
- b. Roof: The upper surface of the roof sheathing (i.e., excluding the roof shingles and underlayment layers upon the roof sheathing);

c. **Interior Building Walls Between the Units:** The plane of the centerline of the shared interior wall that is between Units (excluding any concrete foundation walls, which are part of the Common Elements);

d. **Exterior Building Walls and Foundation Walls:** The plane of the exterior surface of the exterior wall sheathing (i.e., excluding any siding/trim and underlayment layers upon the wall sheathing) and the interior surface of the concrete foundation walls;

e. **Exterior Doors and Windows:** As to doors (including exterior and garage doors), the exterior surface thereof; as to windows, the exterior surface of the glass and window frames; and

f. **Other:** Heating, ventilating, air conditioning systems, equipment and facilities, including, but not limited to, units, condensers, pipes, valves, wires, vents, ducts, pads and thermostats, exclusively serving a Unit (whether located within or outside of the boundaries of such Unit), are a part of the Unit, and shall be maintained, repaired and replaced by the Unit Owner at such Unit Owner's sole cost and expense.

Each Unit is exclusively served by a well together with all related systems, pipes, equipment and facilities (collectively, the "Well Facilities"). The Well Facilities are a part of the Unit they serve, and shall be maintained, repaired and replaced by the the Unit Owner at such Unit Owner's sole cost and expense.

Except as provided herein, all conduits, ducts, pipes, valves, vents (including dryer vents), plumbing, wiring, light fixtures, chimneys, flues, electric and gas meters, pads and other facilities for the furnishing of utility services exclusively serving a Unit are a part of such Unit, and shall be maintained, repaired and replaced by the Unit Owner at such Unit Owner's sole cost and expense.

Notwithstanding the foregoing, except for Well Facilities and Irrigation Systems (hereinafter defined), all conduits, ducts, pipes, valves, plumbing, wiring and electrical feeders and stormwater, septic and sewer lines, equipment and facilities exclusively serving but located outside of the boundaries of a Unit, are not part of such Unit.

8. MODIFICATION OF UNITS

The owner of any Unit may not, at any time, make any change or modification of the exterior of said Unit or any interior changes which affect, or in any way modify, the structural or supportive characteristics or integrity of the building or its services and mechanical systems.

Such Owner may modify the interior construction of such Unit in any manner not inconsistent herewith, and further may at any time, and from time to time, change the use and designation of any room or space within such Unit, subject to provisions of this Master Deed and the provisions of the By-Laws of the Association, including the Rules and Regulations of Briarcliff Estates. Any and all work with respect to the foregoing shall not be performed without the prior written consent of the Trustee, which consent may not be unreasonably withheld and may contain such conditions including, without limitation, restrictions in the manner of performing such work and requirements for insurance, as the Trustee deems reasonable and

necessary. Such work shall be performed in compliance with all applicable laws, in a good and workmanlike manner pursuant to a building permit duly issued by the local building permit authority, if required, and in accordance with the plans and specifications which have been submitted to and approved by the Trustee. All work shall be performed in a manner that does not unduly inconvenience or disturb the occupants of the Condominium.

9. RESTRICTIONS ON USE OF UNITS

a. The Condominium is a housing community limited to occupancy by seniors fifty-five (55) years of age or over (a "Qualified Person"), and their spouses of any age, including the surviving spouse of a deceased Qualified Person. A Unit Owner, except as provided herein, shall not occupy or use the Unit or permit the same or any part hereof to be occupied or used for any purpose other than as a private dwelling for a Qualified Person or the spouse of a Qualified Person it being understood and agreed that the Property is to be used solely for senior housing. In the event of the death of a Qualified Person the surviving spouse, regardless of age, shall be allowed to remain until death or remarriage to a non-qualifying individual. In addition to the foregoing, the Unit may be occupied from time to time by guests of the Qualified Person, or such spouse, for a period of time not to exceed 7 days per month, and in appropriate circumstances by live-in-care providers deemed necessary for medical reasons pertaining to the health of the Qualified Person, or spouse upon the submission, in writing, of the medical facts duly certified by the physician of the Qualified Person, or spouse to the Trustee. No guests may occupy the Unit unless one or more of the Qualified Person, or such spouse are then in occupancy. In the event of a foreclosure, or deed in lieu thereof, it is understood and agreed that the Lender (hereinafter defined) shall be permitted to take title until such time as a Qualified Person may be found, as a purchaser.

The Declarant, or any successor to its interest in the Condominium, may until all of the Units have been sold by the Declarant or such successor(s), use any Units owned by the Declarant or such successor(s) as models for display for purpose of sale of Units.

b. No Unit shall be used or maintained in any manner which unreasonably interferes with the use and enjoyment of any other Unit or of the Common Elements, and to that end no noxious or offensive activity shall be carried on in any Unit, or in the Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to the occupant of any other Unit. No person within the Common Elements of the Condominium or in any Unit therein shall make or permit any conduct or noise that unreasonably interferes with the rights, comforts or convenience of the occupant of any Unit.

c. Unless otherwise permitted in a writing executed by the Trustee pursuant to the provisions thereof:

- i. No Unit shall be used for any purpose not specified in this section.
- ii. No portion of a Unit (other than the entire Unit) may be leased or rented other than with the written consent of the Trustee, which consent shall not be unreasonably withheld in the instance of a lease to a Qualified Person. A copy of all leases or rental agreements shall be promptly furnished to the Trustee who shall keep and maintain the same as a part of the records

of the Condominium and shall furnish copies or a statement with respect to the same to any First Mortgagee upon request. No Unit may be used, by way of rental or otherwise, for transient purposes.

iii. The architectural and structural integrity of the buildings and the Units shall be preserved without modification, and to that end, no awning, screen, antenna, sign, banner or other device and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to the building, any Unit, or any part thereof unless approved by the Community Trustees or allowed by the Rules and Regulations of Briarcliff Estates. This sub-paragraph iii 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.

iv. No Unit shall be used or maintained in a manner contrary to or inconsistent with the By-Laws of the Association, the By-Laws of Community Trust and the Rules and Regulations of Briarcliff Estates.

Any Unit Owner who is in violation of the provisions of this Master Deed, the By-Laws, the By-Laws of Community Trust or the Rules and Regulations of Briarcliff Estates shall be liable for all costs and expenses, including reasonable attorneys' fees, incurred by the Association and/or Community Trust in enforcing same.

Authorized agents of the Association shall have the right and easement to enter onto the Land (including, if necessary, entry within individual Units with reasonable notice to and in the presence of an applicable Unit Owner), from time to time, at reasonable hours, for the purpose of reconstructing and repairing adjoining Units, the Common Elements and to perform any obligations of the Association required or permitted to be performed under this Master Deed and/or the By-Laws of the Association.

10. UNIT APPURTENANCES

Appurtenant to each Unit is the following:

- a. Membership in the Association, which shall be in the same percentage as an individual Unit Owner in the Common Elements of the Condominium, and membership in Community Trust. Membership in the Association and Community Trust shall provide 1 vote for each Unit. Such membership is not assignable or severable from the ownership of such Unit.
- b. The exclusive easement to use the decks or porches adjacent to each Unit, if any are shown on the Condominium Plans, and other Limited Common Elements as provided herein.
- c. The exclusive easement to use the garage and parking spaces, each bearing the respective Unit number, as shown on the Condominium Plans.

All of the Units shall have appurtenant thereto, in common with each other, the right and easement to use all pipes, wires, ducts, flues, cables, conduits, utility lines and other Common Elements located in such Unit and serving other Units or Common Elements or other portions of the Condominium, subject to and in accordance with the restrictions, limitations, provisions and

conditions as set forth in this Master Deed and the provisions of the By-Laws of the Association, the By-Laws of Community Trust and the Rules and Regulations of Briarcliff Estates.

All of the Units shall have appurtenant thereto, in common with each other, the right and easement to use the Common Facilities of the Briarcliff Estates Senior Village Community, subject to and in accordance with the restrictions, limitations, provisions and conditions as set forth in this Master Deed and the provisions of the By-Laws of the Association, the By-Laws of Community Trust and the Rules and Regulations of Briarcliff Estates.

Unit Owners and their contractors, shall have the right and easement to enter onto the Land (including, if necessary, entry within individual Units with reasonable notice to and in the presence of an applicable Unit Owner), from time to time, at reasonable hours, for the purpose of performing required maintenance, repairs and replacements of the Unit and Limited Common Elements as provided herein. The Trustee and Community Trustees, and their contractors, shall have a right of access to each Unit to inspect the same, to remove or terminate interference therewith or abuse thereof, and to maintain, repair or replace the Common Elements or facilities contained therein or elsewhere in the buildings.

11. COMMON ELEMENTS

The Common Elements of the Condominium comprise and consist of the following: (a) the land described in the attached Exhibit A as may from time to time be amended, together with the benefit of and subject to the rights and easements referred to in this Master Deed and on the Condominium Plans; (b) all areas of the buildings described in the attached Schedule 2 and all facilities, installations and improvements therein which are not within the boundaries of the Units, as defined in this Master Deed or otherwise expressly part of a Unit, and without limiting the generality of the foregoing; (c) the foundations, roof shingles, siding, gutters and downspouts; (d) all electrical feeders and stormwater, septic and sewer lines, equipment and facilities to the extent the same are not part of a Unit as expressly set forth in this Master Deed; (e) all conduits, ducts, pipes, valves, vents, plumbing, wiring, light fixtures, chimneys, flues, electric and gas meters, pads, equipment and other facilities for the furnishing of utility services to the extent the same are not part of a Unit as expressly set forth in this Master Deed; (f) the yards, lawns, plantings, gardens, shrubs, walkways, driveways, streets, fences, walls, steps, platforms, railing, parking areas, lighting fixtures and other improved or unimproved areas not within or a part of the Units; (g) the master cable television and Internet systems and facilities thereof, if any; (h) the parking lot and driveway, subject to the exclusive easement of the Unit Owners as provided herein; (i) the Limited Common Elements located outside the Unit boundaries, subject to the exclusive rights to use thereof and obligations thereon as herein and in the By-Laws provided; and (j) all other elements and features of the Condominium however designated or described excepting only the Units themselves as herein defined and described.

Notwithstanding anything to the contrary herein contained, the Common Elements are subject to such exclusive right, easements and limitations on use contained in other portions of this Master Deed or as may hereafter be established pursuant to the provisions of this Master Deed.

The Common Elements are further subject to the right and easement of the Declarant to construct, mortgage and lease additional structures and thereafter to submit the same as phases by Amendment to this Master Deed, as provided herein, provided, however, that until amendments are recorded by the Declarant, the structures will remain the property of the Declarant and shall not constitute part of the Condominium.

12. LIMITED COMMON ELEMENTS

Each of the Units shall have as an appurtenance thereto the exclusive right and easement to, consonant herewith and subject to the Rules and Regulations of Briarcliff Estates promulgated pursuant to the By-Laws of the Association, use the following (sometimes herein also referred to as the "Limited Common Elements"):

a. Any exterior steps, stairs, railings, patio and/or deck adjacent to or leading from the Unit; provided, however, the Association shall be responsible for the maintenance, repair and replacement thereof, including, but not limited to, the obligation to stain the decks using a stain type and manufacturer reasonably satisfactory to the Trustee. The Association shall be responsible for the removal of snow only (i.e., excluding ice) from the exterior walkway and steps leading to the designated main entry swing door of each Unit.

b. Any exterior lights affixed to the building and adjacent to and serving the Unit, and each Unit Owner shall be responsible to maintain, repair and replace the same including, but not limited to, replacement of light bulbs.

c. Any exterior parking space or spaces set forth in the deed from the Declarant in the first Unit deed of each Unit or by separate instrument and the driveway adjacent to the Unit; provided, however, the Association shall be responsible to maintain, repair and replace the same. The Association shall be responsible for the removal of snow only (i.e., excluding ice) from parking spaces and driveways.

d. Any open space consisting of the land located along the exterior front, side and rear building walls of a Unit as shown on the plan attached as Schedule 4 hereto (the "Exclusive Open Space Area"), and each Unit Owner shall be responsible for maintaining the same (including, but not limited to, watering, seeding and fertilizing; provided, however, the Association shall be responsible for mowing and trimming the lawn). No Exclusive Open Space Areas shall encroach upon any adjacent property of other Condominiums, and shall be subject to all other easements and restrictions of record. Unit Owners shall have the right, at such Unit Owner's cost and expense, to install flowers and other similar plantings in their Exclusive Open Space Area upon written consent by the Trustee, which consent shall not be unreasonably withheld, conditioned or delayed. Unit Owners shall have the right, at such Unit Owner's cost and expense, to install, maintain, repair and replace an irrigation system (an "Irrigation System") in their Exclusive Open Space Area upon written consent by the Trustee, which consent shall not be unreasonably withheld, conditioned or delayed. Once installed, such Irrigation System shall become part of the Unit it serves. Notwithstanding anything to the contrary that may otherwise be contained in this Master Deed, the Declaration of Trust of the Association, the By-Laws or the Rules and Regulations, Exclusive Open Space Areas may be modified or added to the Condominium by the Declarant prior to the Transfer of Control Date without consent by any

First Mortgagees or Listed Mortgagees, Unit Owners (except the Unit Owner whose Unit has the benefit of an existing Exclusive Open Space Area), the Trustee or Community Trustees.

13. EASEMENTS AND ENCROACHMENTS: UNITS AND COMMON ELEMENTS

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 Trustee, or (b) settling, shifting or other movement of all or any portion of the building or (c) repair or restoration of the 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 as long as the building stands.

14. AMENDMENTS TO MASTER DEED BY DECLARANT; PHASES

a. **Technical Corrections, Compliance with Laws and Minor Adjustments:**
Notwithstanding anything that may be contained herein to the contrary, the Declarant reserves for itself and any successors to the Declarant's interest in the Condominium until the Transfer of Control Date, the right and power, without consent of any other Unit Owner, to amend this Master Deed by special amendment in order to (1) correct scrivener's, typographical or clerical errors, or to cure any ambiguity, inconsistency or formal defect or omission; (2) make this Master Deed comply with the provisions of the Act; (3) effectuate phase amendments as provided herein; (4) meet the requirements of any governmental or quasi-governmental body or agency, or the requirements of any insurance company or insurance underwriting office or organization, or the requirements of the FNMA, the FHLMC, any governmental insurer or guarantor of Unit mortgages, including private mortgage insurers, the secondary mortgage market, any lender or the town of Leicester; (5) add deck(s) or patio(s), to modify the hallway or foundation of a building, alter the dimensions of Units for which unit deeds have not been delivered, incorporate attic space into a Unit and to undertake other similar activities.

The right to execute and record such special amendments shall pass to the Trustee upon the Transfer of Control Date. Notwithstanding the foregoing, no reserved right under this Section may be exercised so as to affect any substantive rights of any Unit Owner other than Declarant, its successors or assigns.

b. **Phase Amendments:** The Declarant reserves the right to construct additional Units and buildings on the premises described in Exhibit A and to add the additional Units to the Condominium in additional phases. The additional Units in each phase shall be added to the Condominium by the recording of an amendment to this Master Deed executed by the Declarant in accordance with this Master Deed and requirements of the Act, as the same may be amended, at such time as all of the additional Units in the particular phase are in "as built" condition as described in this Master Deed and shown on the floor plans to be recorded in connection with such amendment to this Master Deed.

All Units to be added in additional phases will be of the same type and quality of construction as the Units described in Schedule 2 of this Master Deed. The Declarant also reserves the right to construct the additional phases in any order it deems appropriate. The percentage interest in the Common Elements of each Unit shall be re-adjusted if, as and when additional Units are added to the Condominium, and such re-adjustment shall be made so as to reflect the approximate relationship of the fair value of each Unit at any time to the aggregate fair value of all Units which are at any such time a part of the Condominium. The Declarant hereby determines that the fair value of each Unit of the Condominium will be the same upon the completion of each Unit, and, therefore, the percentage interest in the Common Elements of each Unit shall be the same. The determination by the Declarant of such fair value shall be conclusive on all parties in interest who shall be deemed to have agreed to the determination of such fair value by the Declarant by the acceptance of the deed, mortgage or other instrument under which such party acquired his interest in the Condominium or any Unit therein.

Each additional Unit as is added in accordance with the rights reserved and the procedure described in this Section shall, upon its addition to the Condominium, be owned in fee simple by the Declarant, have appurtenant to it its undivided proportionate interest in the Common Elements as indicated herein, and shall be assessable for common charges of the Condominium.

Each Unit Owner, by acceptance of the delivery of the deed to a Unit, shall thereby have consented to the provisions of this section, including, without limitation, the right of the Declarant, its successors and assigns, to amend the Master Deed pursuant to this Section, without the requirement or necessity of securing any further consent or execution of any further document by such Unit Owner. For the purposes of this Section, each Unit Owner, by acceptance of a deed to the Unit in the Condominium, constitutes and appoints the Declarant, its successors and assigns, attorneys-in-fact for each such Unit Owner, which power is coupled with an interest, shall be irrevocable and shall run with the land and be binding upon such Unit Owner's heirs, executors, successors and assigns.

Any right or power reserved to the Declarant herein or elsewhere in this Master Deed may be conveyed and assigned, absolutely or as security, as an appurtenant right and power or to be held in gross; however, any such right or power may only be conveyed or assigned specifically and a conveyance of a Unit or Units of the Condominium alone shall not operate as a transfer of any such right or power.

The foregoing reserved rights to amend the Master Deed and include additional phases shall terminate and be of no further effect as of the Transfer of Control Date.

15. AMENDMENT TO MASTER DEED GENERALLY

This Master Deed may be amended by an instrument in writing (a) signed and acknowledged in proper form for recording by one or more Unit Owners entitled in the aggregate to 67% or more of the undivided interest in the Common Elements, unless a greater or lesser percentage is required by law, (b) signed and acknowledged in proper form for recording by at least 51% of the Community Trustees, and (c) duly recorded in the Registry, provided, however, that:

a. No instrument of amendment which materially alters the dimensions of any Unit shall be of any force or effect unless the same has been signed and acknowledged in proper form for recording by the owner or owners and the mortgagee or mortgagees of the Unit so altered;

b. No instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the Common Elements, except pursuant to the phasing rights reserved herein to the Declarant, shall be of any force or effect without the consent of all Unit Owners whose percentage of the undivided interest is affected and said instrument is recorded as an amendment to the Master Deed;

c. 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 the Act shall be of any force or effect;

d. No instrument of amendment which purports to affect any rights reserved by or granted to the Declarant shall be of any force or effect without the consent of the Declarant; and

e. The date on which any instrument of amendment is first signed by a Unit Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same has been so recorded within six (6) months after such date.

16. MORTGAGING UNITS; PROVISIONS FOR PROTECTION OF MORTGAGEES

A Unit Owner may mortgage the Unit as security for a loan made to the Unit Owner by a Lender provided however, that the Lender agrees to be bound by the terms and conditions of this Master Deed and the Association.

In addition to the Unit Owner and Community Trustee approval for amendments as described in Section 15 above, approval of amendments by First Mortgagees (hereinafter defined) must be obtained in the situations described in this Section 16. Notwithstanding anything in the Master Deed, the By-Laws of the Association or the Rules and Regulations of Briarcliff Estates, the following provisions shall apply for the protection of First Mortgagees and shall be enforceable by any First Mortgagee. To the extent that there are inconsistencies in any voting requirements hereunder, the higher percentage necessary for approval shall prevail:

a. Except as provided by the Act in case of condemnation or substantial loss to the Units and/or Common Elements of the Condominium, unless at least 51% of the First Mortgagees holding mortgages on the individual Units of the Condominium (based upon one vote for each first mortgage owned) have given their prior written approval, neither the Trustee nor the Unit Owners, by amendment to this Master Deed or otherwise, shall be entitled to:

i. By any act or omission, seek to abandon or terminate the Condominium, except in the event of substantial destruction of the Condominium by fire or other casualty or in the case of taking by condemnation or eminent domain;

ii. Change the pro rata interest or obligations of any individual Unit for the purpose of (x) levying assessments or charges or allocating distributions of hazard insurance proceeds or

condemnation awards, or (y) determining the pro rata share of ownership of each Unit in the Common Elements;

iii. Partition or subdivide any Unit;

iv. By any act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this Subsection; or

v. Use hazard insurance proceeds on account of losses to either the Units or the Common Elements for other than the repair, replacement or reconstruction thereof, except as otherwise provided by the Act in case of a taking of or substantial loss to the Units and/or Common Elements.

b. Consistent with the provisions of the Act, all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of The Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole;

c. In no event shall any provision of this Master Deed or By-Laws of the Association give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the Common Elements. The Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements or agreements with the condemning authority for acquisition of the Common Elements, or part thereof, and the Association is hereby appointed as attorney-in-fact for the foregoing purpose. In the event of a taking or acquisition of part or all of the Common Elements by a condemning authority, the award or proceeds of settlement shall be payable to the Association for the use and benefit of the Unit Owners and their mortgagees as their interests may appear;

d. A First Mortgagee upon written request made to the Association shall be entitled to:

i. At all reasonable times, inspect current copies of the Master Deed, Declaration of Trust of the Association, By-Laws and other rules concerning the Condominium and the books, records and financial statements of the Association;

ii. Receive an annual financial statement of the Association within 90 days following the end of any fiscal year of the Association;

iii. Receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings; and receive written notice of any proposed action which would require the consent of First Mortgagees under the Master Deed or By-Laws;

iv. Receive prompt written notification from the Association of any damage by fire or other casualty to the Unit upon which the First Mortgagee holds a first mortgage or any proposed taking by condemnation or eminent domain of said Unit or the Common Elements;

v. Receive written notice of any lapse, cancellation or modification of any insurance or fidelity bond required to be obtained by the Association; and

vi. In the event of a default by the Unit Owner in any of the terms, covenants, provisions or conditions of the documents, the Association will give written notice thereof to the First Mortgagee or Lender, if written notice of the name and address of the Lender has been given to the Association prior to the date of any such default.

e. No agreement for professional management of the Condominium or any other contract with Declarant may exceed a term of five years.

f. Except for amendments to the Master Deed, Declaration of Trust of the Association and By-Laws or termination of the Condominium made as a result of destruction, damage or condemnation above set forth:

i. The consent of Unit Owners entitled in the aggregate to 67% or more of the undivided interest in the Common Elements, the approval of at least 67% of the First Mortgagees holding mortgages on the individual Units of the Condominium (based upon one vote for each first mortgage owned) and the approval of at least 67% of the Community Trustees, shall be required to terminate the legal status of the Condominium; and

ii. The consent of Unit Owners entitled in the aggregate to 67% or more of the undivided interest in the Common Elements, the approval of at least 51% of the First Mortgagees holding mortgages on the individual Units of the Condominium (based upon one vote for each first mortgage owned) and the approval of at least 51% of the Community Trustees, unless a greater or lesser percentage shall be required by the Act, shall be required to add or amend any material provisions of the Condominium documents of the Condominium, which establish, provide for, govern or regulate any of the following:

1. voting rights;
2. assessments, assessment liens or subordination of assessment liens;
3. reserves for maintenance, repairs and replacement of Common Elements;
4. responsibility for maintenance and repairs;
5. re-allocation of interests in the Common Elements or Limited Common Elements, or rights to their use;
6. boundaries of any Unit;
7. convertibility of Units into Common Elements or vice versa;

8. insurance or fidelity bonds;
9. leasing of Units;
10. a decision by the Association to establish self-management when professional management had been required previously by a First Mortgagee;
11. restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the By-Laws of this Trust;
12. any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or
13. any provisions that expressly benefit First Mortgagees, insurers or guarantors.

Any First Mortgagee that does not deliver or post to the Trustee a negative response within 30 days of a written request by the Trustee for approval of any addition or amendment pursuant to this subsection shall be deemed to have consented to the addition or change set forth in such request. An affidavit by the Trustee making reference to this section, when recorded in the Registry, shall be conclusive as to the facts therein set forth as to all parties.

g. All leases or rental agreements for Units shall be in writing and specifically subject to the Master Deed, the Declaration of Trust of the Association, the By-Laws, and the Rules and Regulations of Briarcliff Estates and no Unit shall be leased or rented for a period of less than 180 days.

h. To the extent permitted by applicable law, First Mortgagees shall also be afforded the following rights:

i. Any restoration or repair of the Condominium, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Master Deed and the Condominium Plans, unless other action is approved by at least 51% of the First Mortgagees holding mortgages on the individual Units of the Condominium (based upon one vote for each first mortgage owned).

ii. Any election to terminate the legal status of the project after substantial destruction or a substantial taking in condemnation of the project property shall require the approval of at least 51% of the First Mortgagees holding mortgages on the individual Units of the Condominium (based upon one vote for each first mortgage owned).

iii. When professional management has been previously required by any First Mortgagee, any decision to establish self-management by the Association shall require the prior consent of Unit Owners entitled in the aggregate to 67% or more of the undivided interest in the Common Elements, the approval of at least 51% of the First Mortgagees holding mortgages on the individual Units of the Condominium (based upon one vote for each first mortgage owned) and the approval of at least 67% of the Community Trustees.

17. RIGHT OF FIRST REFUSAL

No Unit Owner shall offer for sale, transfer, assignment or conveyance nor sell, transfer, assign or convey his or her Unit or any interest therein and no such sale, transfer, assignment or conveyance (other than a transfer to a member of the immediate family of the Unit Owner, or a transfer to a trust of which the Unit Owner, his or her spouse, and/or members of the immediate family of the Unit Owner are the beneficiaries) shall be effective unless such Unit Owner shall have complied with the following procedures:

a. The Unit Owner shall offer the Unit for sale to the Declarant. The Offer shall be delivered in writing by certified mail, or by a reputable overnight delivery service, or in hand, to the Declarant at the then principal place of business of the Declarant. Unless the Offer is accepted by the Declarant or its assignee within 30 days of the receipt thereof, by a writing delivered to the Offering Unit Owner at the Unit in the same manner as provided for delivery of the Offer, the Offer shall conclusively be deemed to have been rejected and the Declarant shall execute and deliver to the Offering Unit Owner a recordable waiver of the provisions of this subsection. In the event that the Offer is accepted, the Declarant and the Offering Unit Owner shall enter into a standard Greater Boston Real Estate Board Standard form purchase and sale agreement or comparable agreement within 5 business days of such acceptance, which purchase and sale agreement shall provide for a closing not later than 30 days from the date thereof unless otherwise agreed to by the parties.

b. Upon compliance with the provisions of subsection (a) above, unless the Offer has been accepted and the closing under the purchase and sale agreement shall have occurred, the offering Unit Owner shall thereafter have the right to sell the Unit on the same terms and conditions subject always to the limitations and restrictions as to occupancy and other matters set forth herein.

This Right of First Refusal shall terminate upon the sale of the last Unit in the Condominium by the Declarant and shall thereafter be of no further force or effect.

18. TERMINATION

The Unit Owners may remove the Property from the provisions of the Act and this Master Deed by the procedure set forth in the appropriate section of the Act. Upon such removal, the Unit Owners shall be deemed to own the Condominium property as tenants in common, each Unit Owner having an undivided interest therein in the same percentage of undivided interest as previously owned by him in the Common Elements.

The removal provided for in this Section and in the By-Laws of the Association shall not bar the subsequent re-submission of the Property to the provisions of the Act.

19. MISCELLANEOUS

a. Construction. This Master Deed shall be governed by the laws of The Commonwealth of Massachusetts.

b. Captions. The captions herein inserted are only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Master Deed or the intent of any provision hereof.

c. Waiver. No provisions contained in this Master Deed shall be deemed to have been waived or abrogated by reason of any failure to enforce same, irrespective of the number of violations or breaches which may occur.

d. Invalidity; Gender. The invalidity of any provisions of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforcement or effect of the other provisions 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 though such invalid provision had never been included herein. 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.

e. Conflicts. This Master Deed is set forth to comply with the requirements of the Act and the mandatory provisions of such statute shall prevail. In the event of a conflict between any numerical voting requirements for action set forth in this Master Deed or the By-Laws of the Association, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control.

f. Covenants and Restrictions. The covenants and restrictions contained in this Master Deed shall run with the land and shall inure to and be enforceable by the Declarant, Community Trust, the Association and the Unit Owners acting through the Association or their respective legal representatives, heirs, successors and assigns. The Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, charges and liens herein set forth. A Unit Owner shall, in the event any action is instituted to enforce these restrictions or to collect common charges, in addition to the court order enforcing said restrictions or ordering said payment of common or Unit charges, be liable for the legal expenses incurred by the Association and/or Community Trust and shall be collected as any other common charge from said Unit Owner.

g. Duration of Restrictions. The restrictions upon the use of the Property imposed by this Master Deed shall last for a period of ninety-nine (99) years.

h. Liability. Notwithstanding anything to the contrary herein, and notwithstanding any custom or usage to the contrary, it is expressly understood and agreed that only the real estate that constitutes Briarcliff Estates II Condominium shall be bound by the provisions of this Master Deed. The Declarant, its successors and assigns, shall never be personally or individually bound or liable to anyone whomsoever with respect to any of the provisions of this Master Deed beyond the Declarant's interest in the real estate that constitutes Briarcliff Estates II Condominium.

[SIGNATURE PAGE TO FOLLOW]

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

Briarcliff Estates SV LLC

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

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

THE COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

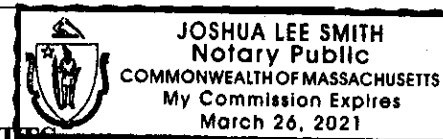
On this 13th day of April, 2016, before me, the undersigned notary public, personally appeared Matthew W. Bassick, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☒ personal knowledge of the undersigned, to be the person whose name is signed on the preceding document(s), and acknowledged to me that he signed it voluntarily for its stated purpose as her free act and deed as Authorized Signatory for Briarcliff Estates SV LLC.

[Signature]

(official seal)

Notary Public:

My commission expires:



THE COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 13th day of April, 2016, before me, the undersigned notary public, personally appeared 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 person whose name is signed on the preceding document(s), and acknowledged to me that he signed it voluntarily for its stated purpose as her free act and deed as Authorized Signatory for Briarcliff Estates SV LLC.

[Signature]

(official seal)

Notary Public:

My commission expires:

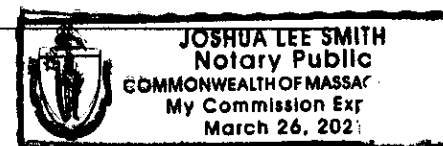


EXHIBIT A**PROPERTY**

This land in Leicester, Worcester County, Massachusetts, as shown as Lot 3 on a plan entitled "Definitive Plan of Briarcliff Estates, Stafford Street, Leicester, Massachusetts" dated April 30, 2004, and recorded in the Registry in Plan Book 813, Plan 33. Reference is also made to entitled "Briarcliff Estates Senior Village Definitive Plan in Rochdale, Massachusetts" recorded in the Registry in Plan Book 819, Plan 95. Further reference is made to a plan entitled "Briarcliff Estates II Condominium Site Plan in Leicester, Massachusetts Owned by Briarcliff Estates LLC" recorded in the Registry in Plan Book 858, Plan 29.

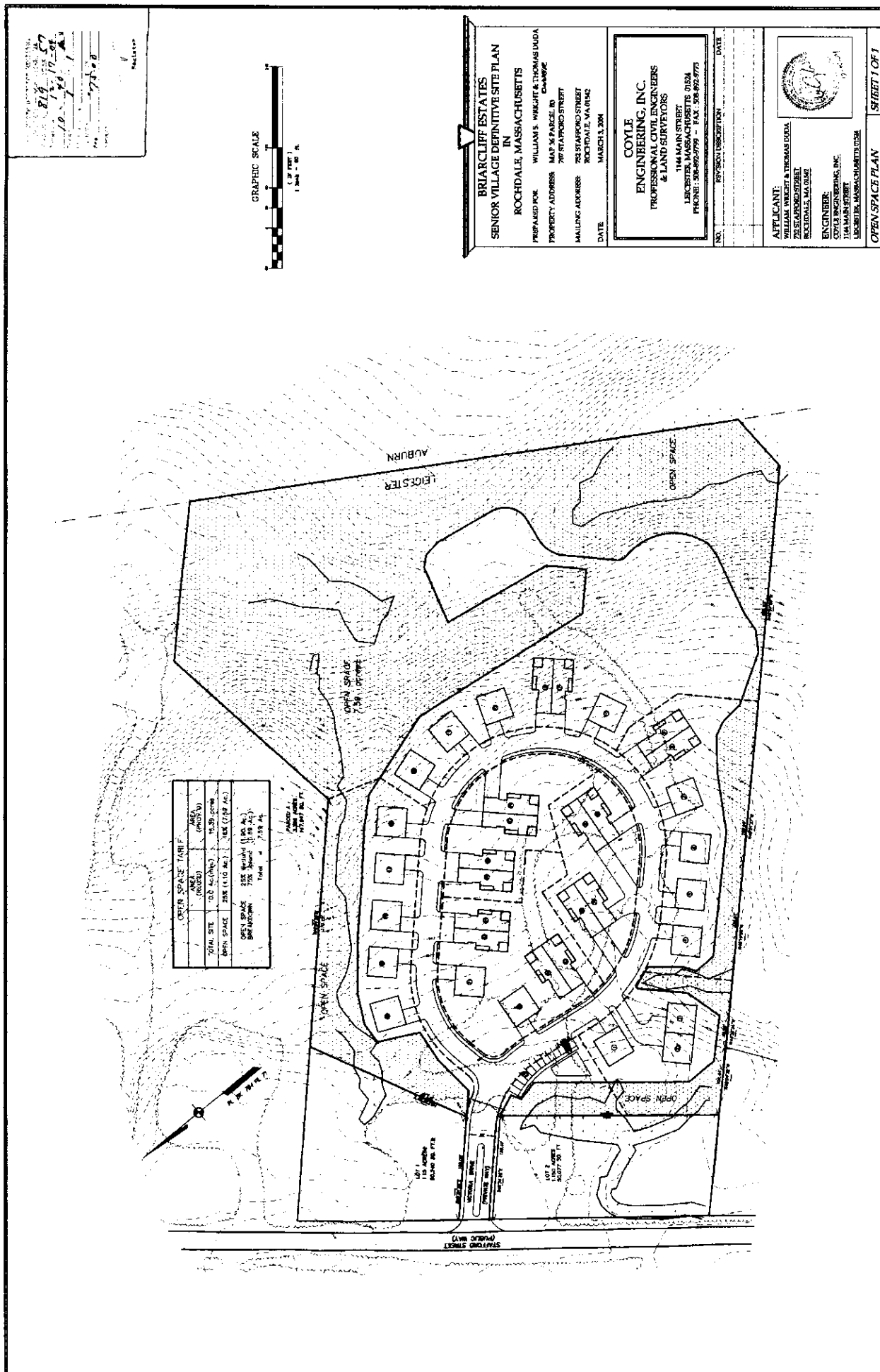
Said land is conveyed subject to the following encumbrances:

Together with the improvements and buildings to be hereinafter constructed thereon, which land, improvements and buildings are subject to and have the benefit of easements, restrictions and appurtenant restrictions of record, including, but not limited to the restrictions and easements reserved to the Declarant to develop additional Phases of the Condominium.

Being a portion of the same premises conveyed to Briarcliff Estates SV LLC by deed dated December 20, 2012 and recorded in the Registry in Book 50355, Page 82.

EXHIBIT B
CONDOMINIUM PLANS

[illegible]



SCHEDULE 1

DEFINITIONS

Act shall have the meaning as defined in the preamble of the Master Deed.

Association shall have the meaning as defined in Section 3 of the Master Deed, and shall have the same meaning as "Organization of Unit Owners" as defined in Section 1 of the Act, i.e., "the ... association owned by the unit owners and used by them to manage and regulate the condominium."

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.

By-Laws of the Association shall mean the By-Laws of Briarcliff Estates II Condominium Association Trust, as they may be amended from time to time, pursuant to the provisions contained in said By-Laws.

Briarcliff Estates II Condominium shall mean the premises to be submitted to the provisions of the Act as a condominium by the Master Deed to be recorded and any amendments thereto duly adopted and recorded. Declarant shall refer to Briarcliff Estates SV LLC, its successors and assigns.

Briarcliff Estates Senior Village Community shall mean the residential community comprised of the Units, Common Elements (hereinafter defined), 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.

Common Elements shall have the meaning as defined in Section 11 of the Master Deed.

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.

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 mean 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. Reference is also made to a plan of land recorded in the Registry in Plan Book 819, Plan 57.

Community Trust shall have the meaning as defined in Section 3 of the Master Deed, and shall mean the trust organized to manage the common areas and facilities within the Briarcliff Estates Senior Village Community.

Condominium shall have the meaning as defined in Section 1 of the Master Deed.

Condominium Plans shall have the meaning as defined in Section 1 of the Master Deed.

Declarant shall have the meaning as defined in the preamble of the Master Deed.

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

Declaration of Trust of the Association shall refer to the Declaration of Trust of Briarcliff Estates II Condominium Association Trust, together with such amendments to the Declaration of Trust of the Association as may from time to time be properly made.

Exclusive Open Space Area shall have the meaning as defined in Section 11 of the Master Deed.

FHLMC shall mean the Federal Home Loan Mortgage Corporation.

First Mortgagee shall mean the holder of a first mortgage of record with respect to Unit.

Fiscal Year shall mean the calendar year.

FNMA shall mean the Federal National Mortgage Association.

Irrigation System shall have the meaning as defined in Section 11 of the Master Deed.

Land shall have the meaning as defined in Section 1 of the Master Deed.

Lender shall mean a bank, insurance company, other recognized lending institution or other lender approved by the Association.

Limited Common Elements shall have the meaning as defined in Section 12 of the Master Deed.

Master Deed shall have the meaning as defined in the preamble of the Master Deed.

Members of the Association shall mean any Person, corporation, partnership, joint venture or other legal entity which is a member of the Association as defined in the By-Laws of this Trust, the Declaration of Trust of the Association and the Master Deed.

Person(s) shall mean an individual, corporation, unincorporated association, partnership, joint venture, trustee, conservator or administrator.

Property shall mean all the land and the common area, buildings and improvements located in the Briarcliff Estates II Condominium.

Qualified Person shall have the meaning as defined in Section 9 of the Master Deed.

Registry shall have the meaning as defined in Section 1 of the Master Deed.

Restrictions shall mean any restrictions contained in the Master Deed and the By-Laws of the Association.

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 of the Declaration of Trust of the Association.

Unit shall mean a condominium unit of Briarcliff Estates II Condominium or, if the context so applies, a unit of other Condominiums of Briarcliff Estates Senior Village Community.

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

Well Facilities shall have the meaning as defined in Section 7 of the Master Deed.

SCHEDULE 2**UNIT DESCRIPTIONS**

Unit	Unit Descriptions	Model Type	Finished Living Space	Total Area
9	20 Victoria Drive 2½ B, 2BR, LR, DR, K, BN, F, L, SR, 2G, BS	BRIARCLIFF 2	2,398 sf	4,111 sf
8	18 Victoria Drive 2½ B, 2BR, LR, DR, K, BN, F, L, SR, 2G, BS	BRIARCLIFF 2	2,398 sf	4,111 sf
7	16 Victoria Drive 2½ B, 2BR, LR, DR, K, BN, F, L, SR, 2G, BS	BRIARCLIFF 1	2,790.6 sf	4,258.7 sf

KEY:

BS = Basement

B = Bathroom

BR = Bedroom

LR = Living Room

DR = Dining Room

K = Kitchen

BN = Breakfast Nook

L = Loft D — Den

SP = Screen Porch

SR = Sun Room

1G = One Car Garage

2G = Two Car Garage

F = Foyer

Finished living space includes garage space.

All Units have access to Common Elements by way of doors leading to porches, stairs, and/or common area lands.

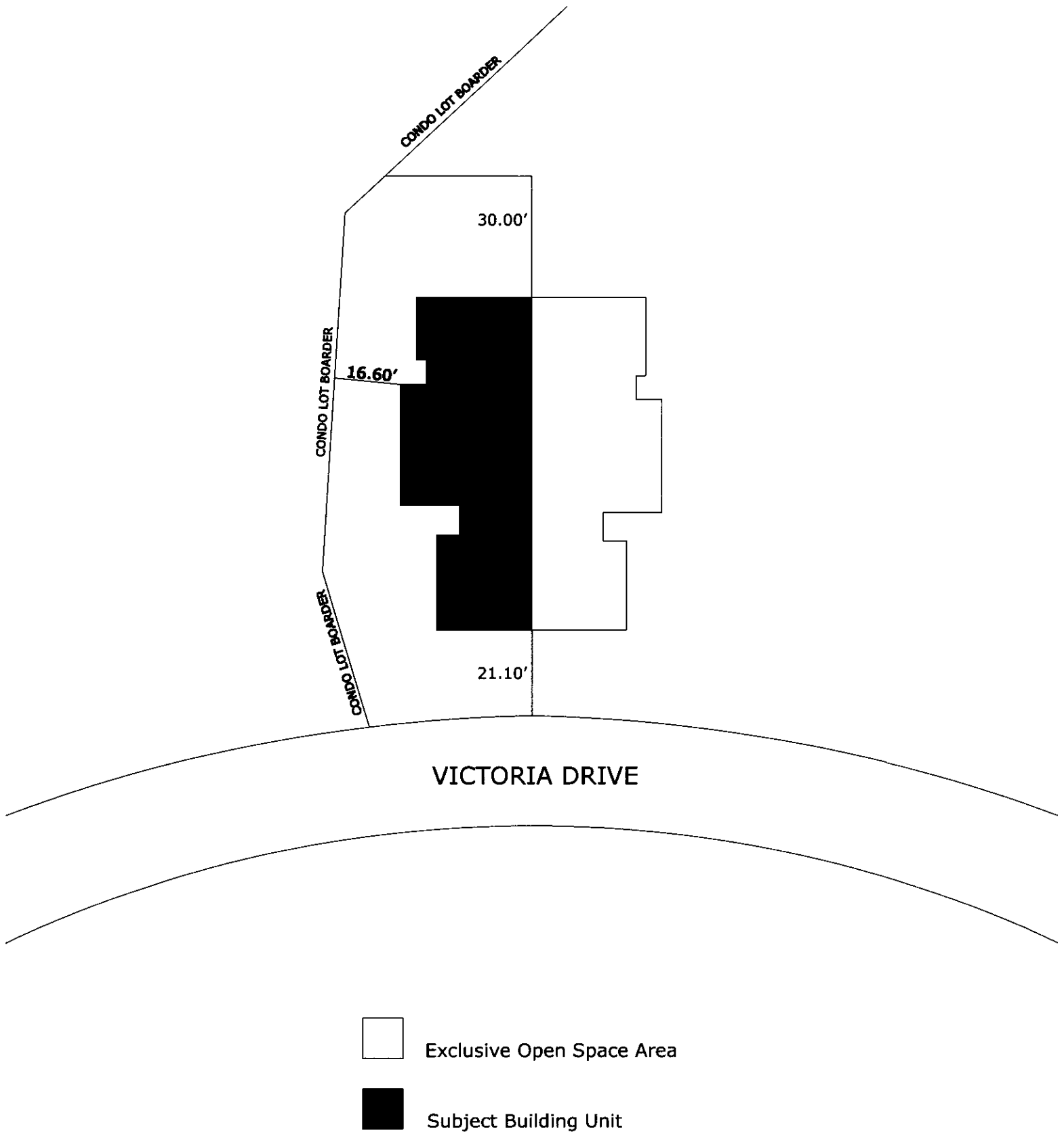
SCHEDULE 3
UNIT PERCENTAGE INTERESTS

Unit	Percentage Interest
9	33%
8	33%
7	34%

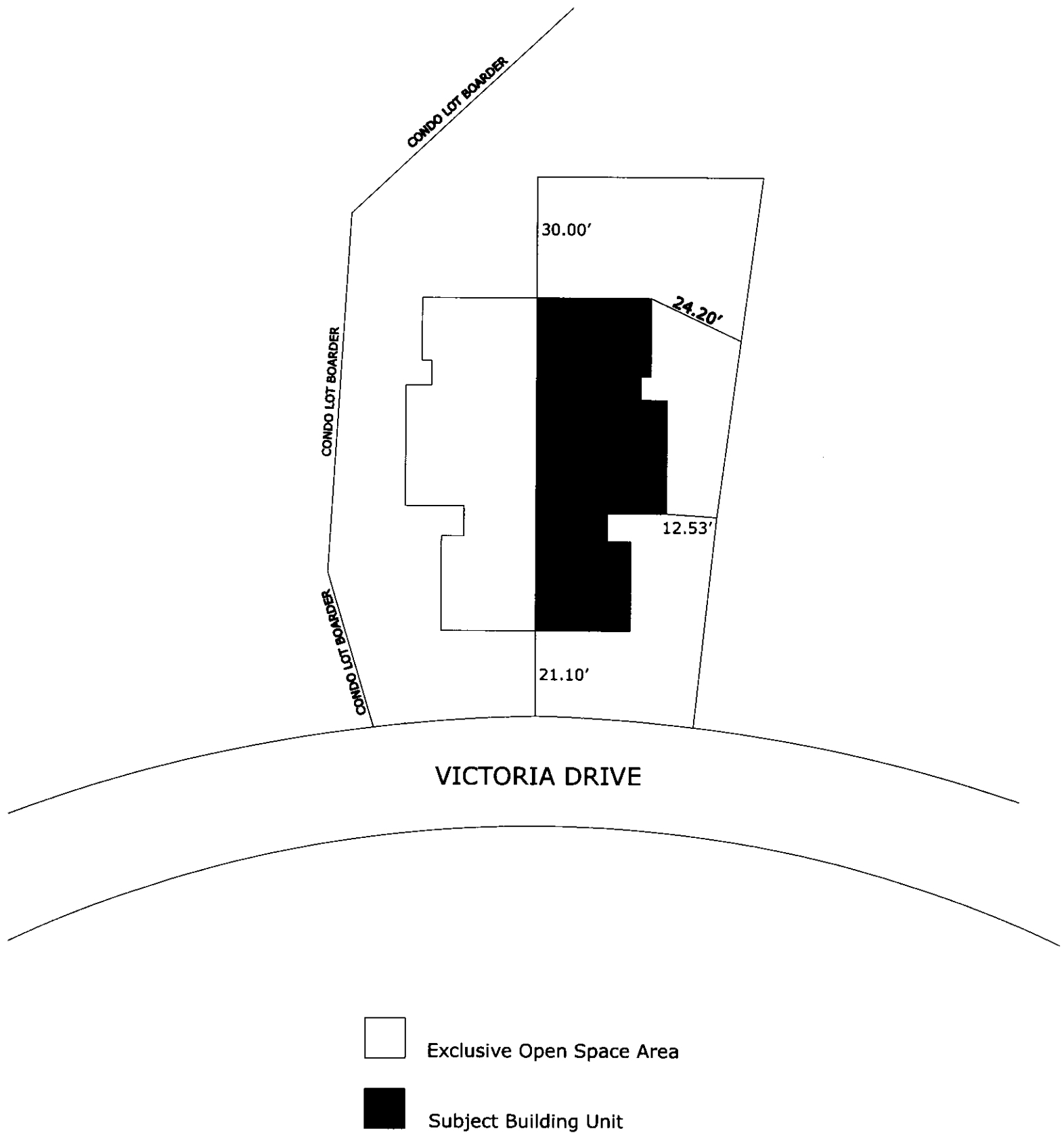
The percentage interest in the Common Elements of each Unit shall be re-adjusted equally as set forth in the Master Deed if, as and when additional Units are added to the Condominium

SCHEDULE 4
EXCLUSIVE OPEN SPACE AREAS PLAN

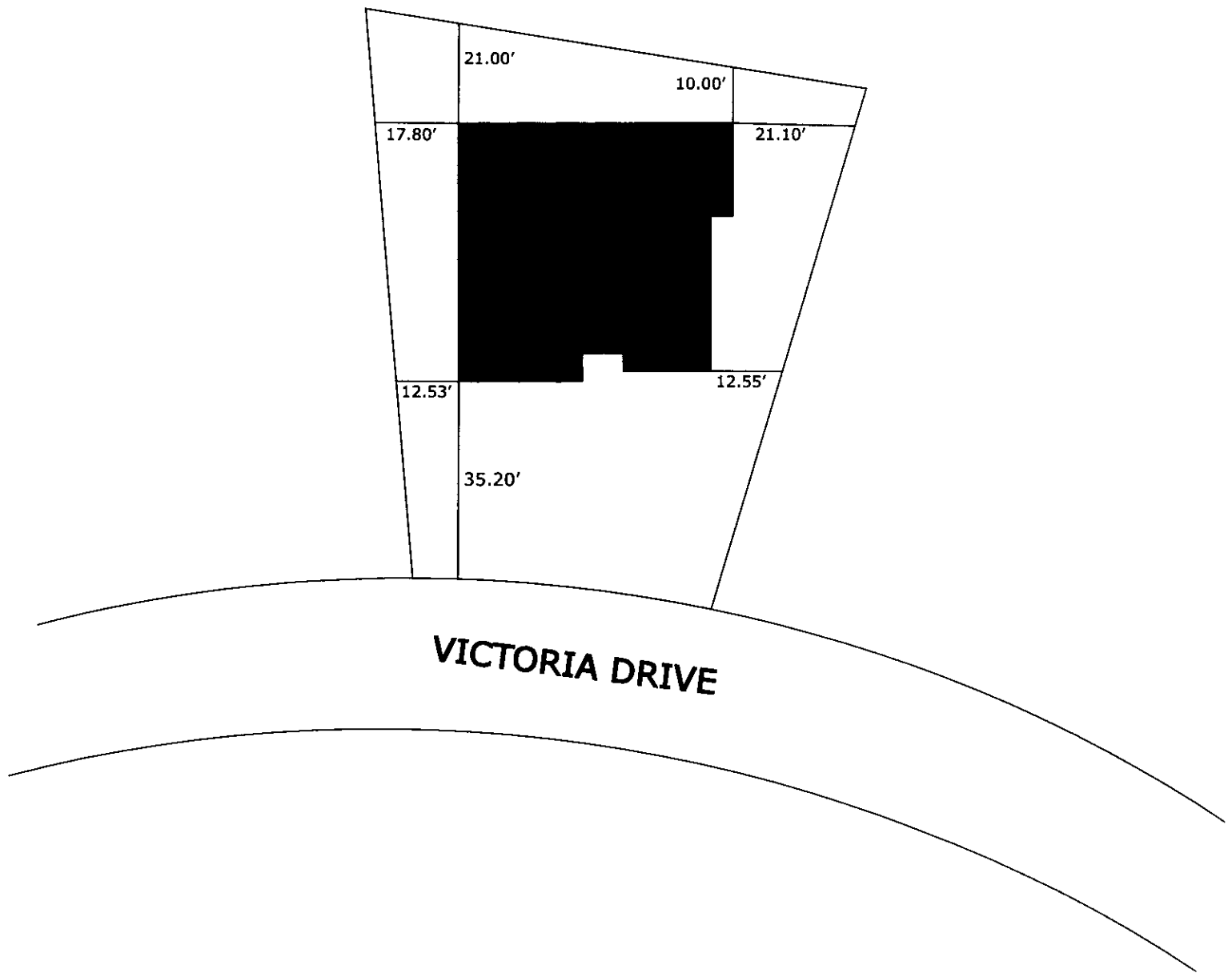
Exclusive Open Space
20 Victoria Drive
Leicester, MA 01542



Exclusive Open Space
18 Victoria Drive
Leicester, MA 01542



Exclusive Open Space
16 Victoria Drive
Leicester, MA 01542



Exclusive Open Space Area



Subject Building Unit

EXHIBIT B
CONSENT OF UNIT OWNERS
BRIARCLIFF ESTATES II CONDOMINIUM

The undersigned constituting 100% of the owners of Units within Briarcliff Estates II Condominium (the "Condominium"), a condominium created pursuant to M.G.L. c. 183A by Master Deed dated June 29, 2007 and recorded in the Worcester District Registry of Deeds (the "Registry") in Book 41466, Page 27, as affected by an Amendment to Master Deed dated January 2, 2013 and recorded in the Registry in Book 50355, Page 34 (the "Master Deed"), hereby consent to amend and restate the Master Deed by:

1. removing Briarcliff Estates II Condominium Association, Inc. and By-Laws thereof dated June 29, 2007 and recorded in the Registry in Book 41466, Page 52, as affected by Amendment of By-Laws dated January 2, 2013 and recorded in the Registry in Book 50355, Page 39, as the organization of unit owners of the Condominium and as defined in the Act, and replacing it with Briarcliff Estates II Condominium Association Trust and By-Laws thereof, copies of which have been provided to the Unit Owners and are to be recorded herewith;
2. removing Briarcliff Estates Senior Village Community Corporation and By-Laws thereof dated February 13, 2007 and recorded in the Registry in Book 40797, Page 112, as affected by an Amendment of By-Laws dated January 2, 2013 and recorded in the Registry in Book 50355, Page 21, as the property manager of all of the condominiums within Briarcliff Estates Senior Village Community, and replacing it with Briarcliff Estates Senior Village Community Trust and By-Laws thereof, copies of which have been provided to the Unit Owners and are to be recorded herewith; and
3. modifying other provisions of the Master Deed.

The undersigned hereby consents to and authorizes the Board of Governors of Briarcliff Estates II Condominium Association, Inc. (the "Association Board") to amend and restate said Master Deed accordingly upon such terms and conditions as the Association Board may deem appropriate and do any and all things necessary or convenient in connection therewith. We further authorize the Association Board to execute any and all documents, including a document entitled "Second Amendment to Master Deed with Amended and Restated Master Deed" and other instruments as they deem necessary in connection with the foregoing on behalf of the undersigned.

[SIGNATURE PAGE TO FOLLOW]

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

Owners of Unit No. 9 (50% interest in common area)

Richard E. Johnson
Richard E. Johnson

Sandra A. Johnson
Sandra A. Johnson

Owner of Unit No. 8 (50% interest in common area)
Briarcliff Estates SV LLC

By: [Signature]
Name: Matthew W. Bassick
Title: Authorized Signatory

By: [Signature]
Name: John W. Bassick
Title: Authorized Signatory