

# SHADOWBROOK CONDOMINIUM

1 SHADOWBROOK LANE  
MILFORD, MA 01757

TELEPHONE (508) 473-1784  
FAX (508) 473-7798

Effective Date: \_\_\_\_\_

Unit Address: \_\_\_\_\_ Kennedy Lane Unit \_\_\_\_\_  
Or  
\_\_\_\_\_ Shadowbrook Lane Unit \_\_\_\_\_

1<sup>st</sup> Unit Owner Name: \_\_\_\_\_

Cell # \_\_\_\_\_

Work # \_\_\_\_\_

E-mail: \_\_\_\_\_

2<sup>nd</sup> Unit Owner Name: \_\_\_\_\_

Cell # \_\_\_\_\_

Work # \_\_\_\_\_

E-mail: \_\_\_\_\_

Home # \_\_\_\_\_

Names of other Residents/Children: \_\_\_\_\_

Emergency name and number: \_\_\_\_\_ # \_\_\_\_\_  
Relationship: \_\_\_\_\_

*PETS: Two Maximum:*

Type: \_\_\_\_\_ Pet Name: \_\_\_\_\_ Color: \_\_\_\_\_  
Weight: \_\_\_\_\_

Type: \_\_\_\_\_ Pet Name: \_\_\_\_\_ Color: \_\_\_\_\_  
Weight: \_\_\_\_\_

### *Office Use only*

\$200 Move in fee

Buzzer & Mail Box Names

Parking Stickers

Visitor Passes

Recreational Passes

Laundry Card

SHADOWBROOK CONDOMINIUM  
PARKING PERMIT APPLICATION

Name: \_\_\_\_\_

Address: \_\_\_\_\_ Shadowbrook Lane, Unit # \_\_\_\_\_  
\_\_\_\_\_ Kennedy Lane, Unit # \_\_\_\_\_

.....  
Make of Car #1: \_\_\_\_\_

Color: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

License Plate #: \_\_\_\_\_

Make of Car #2: \_\_\_\_\_

Color: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

License Plate #: \_\_\_\_\_

.....  
*FOR OFFICE USE ONLY*

Sticker # (Car #1): \_\_\_\_\_

Sticker # (Car #2): \_\_\_\_\_

Date Issued: \_\_\_\_\_

Guest Parking Tags Issued: ( ) Yes ( ) No Date Issued: \_\_\_\_\_

Registration Copy Car #1: ( ) Yes

Registration Copy Car #2: ( ) Yes

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## AGREEMENT AND RELEASE FORM For use of the EXERCISE ROOM & EQUIPMENT POOL, TENNIS COURT & PLAYGROUND AT SHADOWBROOK CONDOMINIUM

In consideration for my use of the exercise room, equipment, pool, playground and tennis courts (hereinafter referred to as the "Recreational Facilities", at the Shadowbrook Condominium, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the undersigned hereby agrees to the following:

1. The undersigned understands, accepts and assumes all risk attendant to use of the Recreational Facilities, if further understands and acknowledges that prior to use of the Recreational Facilities, the undersigned should consult with a qualified physician and by execution hereof represents himself/herself to be satisfactory physical condition.
2. In recognition of the possibility of injury connected with physical activity in the use of the Recreational Facilities, I hereby knowingly and voluntarily waive any right or cause of action of any kind whatsoever arising as a result of such activity from which any liability may or could accrue to the Trustees of the Shadowbrook Condominium Trust, the Shadowbrook Condominium Trust, the unit owners of the Shadowbrook Condominium and/or the agents, servants, employees, and attorneys thereof and its management company, its agents, servants, employees and attorneys.
3. By the execution hereof. The undersigned hereby release the Trustees of the Shadowbrook Condominium Trust, the Shadowbrook Condominium Trust, the unit owners of the Shadowbrook Condominium and/or the agents, servants, employees, and attorneys from any and all liability for any claim, demands injuries, damages actions or causes of action arising out of or connected in any manner with use of the Recreational Facilities. The undersigned further agrees to defend, indemnify and release the Trustees of the Shadowbrook Condominium Trust, the Shadowbrook Condominium Trust, the unit owners of the Shadowbrook Condominium and/or the agents, servants, employees, and attorneys thereof and its management company, its agents, servants, employees and attorneys and hold same to be harmless from any liability for any injury or damage sustained as a result of use of the Recreational Facilities.
4. It is understood that use of the Recreational Facilities is not a right and permission to use is fully revocable at will by the Trustees of the Shadowbrook Condominium Trust, the present Board and/or any successor Board thereof and/or any agent thereof including but not limited to employees of its management company.

The undersigned has read the foregoing and understands the provisions thereof and agrees to same.

Print Names: \_\_\_\_\_

Unit #: \_\_\_\_\_

Date: \_\_\_\_\_

SHADOWBROOK CONDOMINIUM  
RECREATIONAL TAGS  
APPLICATION

I, \_\_\_\_\_, have hereby received the current Shadowbrook Condominium Association Recreational tags. I am aware that the tag MUST BE PRESENTED to the on-duty lifeguard or pool monitor before use of the Clubhouse facilities. In addition, I am aware that I must sign in on the LOG SHEETS at the Pool and Gym areas. Finally, I realize that should I move from Shadowbrook Condominium Complex that all Recreational tags should be given to the new owners at the closing.

We thank you for your cooperation.

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Door/Unit: \_\_\_\_\_

Tags Issued: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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## \$200 MOVE IN FEE

Per rule 2.1.2. "All new residents will be charged a one-time, non-refundable move-in administrative fee of \$200."

↓ INTERNAL USE ONLY ↓

Date: \_\_\_\_\_

Unit: \_\_\_\_\_ Kennedy Lane / Unit \_\_\_\_\_  
          \_\_\_\_\_ SB Lane / Unit \_\_\_\_\_

Owner's Last Name: \_\_\_\_\_

Circle one: Owner or Tenant pays

Choose one:

\_\_\_\_\_ Assess Unit  
\_\_\_\_\_ Assess Unit and Post Check # \_\_\_\_\_



Thayer & Associates, Inc.

Accredited Management Organization®

October 1, 2017

1812 Massachusetts Avenue  
Cambridge, MA 02140  
Phone: 617-354-6480 / Fax: 617-354-7854  
E-Mail: [moreinfo@thayerassociates.com](mailto:moreinfo@thayerassociates.com)

Unit Owners  
Shadowbrook Condominium Trust  
Shadowbrook & Kennedy Lanes  
Milford, MA 01757

Dear Unit Owner:

This letter is to provide important information regarding property and liability insurance. A new Master Insurance Policy has been procured through the WT Phelan Insurance Agency. Enclosed, is a letter from WT Phelan.

Please be informed that the deductible on the master property insurance for Shadowbrook is **\$25,000 per unit**.

**Each Unit Owner must therefore have their own real property insurance or self-insure for a minimum amount of at least \$25,000.** This means that the owner of each unit is responsible for the first \$25,000 of the cost to repair a unit whenever the unit is damaged by an insurable cause. We recommend that Unit Owners buy more than the minimum amount. Specifically, we recommend that unit owners consider buying at least \$30,000- \$50,000, of real property insurance and unit owners are advised to consult with their agents about how much insurance to buy.

Unit Owners should also maintain liability insurance in an amount of at least \$300,000 for each unit owned. Liability coverage of \$1,000,000 is recommended. Unit Owners should also carry personal property insurance for the replacement value of all personal property contained within each unit and storage area at Shadowbrook.

The master insurance policy will not provide any coverage for the personal property of residents. Unit Owners are also advised to inform their tenants of the need for the tenants to insure their own personal property through a tenant's insurance policy. A tenant's personal property can only be insured by the tenant.

The Trustees and I thank you for your attention to these important matters. Should you have any questions regarding insurance coverage please feel free to call Lee Maranda at (508) 473-1784 or me at (617) 354-6480.

Very truly yours,  
Thayer & Associates, Inc.  
Agents for: Shadowbrook Condominium Trust

Dwight Johnson  
Senior Vice President



I N S U R A N C E

Since 1898

September 27, 2017

TO: Unit owners of Shadowbrook Condominium  
RE: Important HO-6 Unit Owner Policy Information

The board and management have placed a policy of Master Insurance through Middlesex Mutual effective 10/01/2017 - 10/01/2018. This letter is designed to provide you with contact information to secure certificates of insurance and information on how to coordinate your unit owner coverage with the condominium master insurance policy.

**To request a certificate of master condominium insurance please visit us online at [wtphelelan.com](http://wtphelelan.com).**

**MASTER POLICY DEFINITION OF COVERED PROPERTY:**

The master insurance policy is written on an 'ALL IN/WALLS IN' format. This format essentially amends the definition of covered property to include all common and limited common elements, installed fixtures, interior walls and permanent additions/alterations in units.

**MASTER POLICY DEDUCTIBLE:**

With the Master Policy deductible at \$25,000 PER UNIT ALL PERILS we strongly recommend you purchase a minimum of \$30,000 Dwelling (Coverage A) on your HO-6 and include the HO 17 32 endorsement which broadens the perils insured against from "named perils" to "special perils" and Loss Assessment. Additionally, you may also need to include the HO 17 34 endorsement depending on your carrier. You should discuss this very important issue with your personal agent. **IMPORTANT: Should you choose not to purchase the HO-6 policy you will be self-insuring your claim expense.**

**HO 6 INDIVIDUAL UNIT OWNERS POLICY:**

It is the sole responsibility of each unit owner to insure building items required by the condominium by-laws (Coverage A), their own personal effects (Coverage C), additional living expenses (Coverage D) and personal liability (Coverage E) as these are not covered under the master policy. **All unit owners should purchase unit owners or HO-6 Policy.**

There are some important policy exclusions or limitations that should be reviewed when unit owners are analyzing their own personal insurance requirements (i.e. Jewelry, Fine Arts, Business Property, etc.). In many instances these exclusions or limitations can be modified or changed. **Please note coverages and endorsements must be arranged through your personal agent!**

**To request a unit owner's quote, call us today at 877-977-1898 or visit us online at [wtphelelan.com](http://wtphelelan.com).**

**INVESTOR UNITS:**

If you rent your unit(s) to other individuals, keep in mind that personal liability coverage and the deductible remain the responsibility of the unit owner, as does any loss of rental income.

In addition, we strongly recommend requiring your tenants to purchase an HO-4 tenant policy, a stipulation that can be written into your standard lease.

Feel free to give us a call to discuss coverage for Investor Units, to make sure there are no gaps and/or unforeseen surprises!

Reserved for Registry Use

SHADOWBROOK CONDOMINIUM TRUST

INSURANCE RESOLUTION

We, the undersigned, being a majority of the Board of Trustees of the Shadowbrook Condominium Trust under Declaration of Trust dated August 10, 1982 and recorded with the Worcester County Registry of Deeds in Book 7530, Page 137, as amended ("Trust"), do hereby adopt the following policy resolution to establish orderly procedures relating to property insurance claims, repairs and deductibles pursuant to the provisions as set forth in Article V, Section 5.7 of said Trust as follows:

1. Master insurance policy: The Condominium shall maintain insurance as required by Article V, Section 5.7 of the Trust.
2. The Trustees shall determine the amount of the deductible which is currently \$25,000.00 for most types of losses but which may be higher for other types of losses.
3. The Trustees shall have the right to assess the deductible to unit owners as the Trustees may determine, in their sole discretion, including, but not limited to, assessing and apportioning the deductible to unit owner(s) sustaining property damage to their unit(s).
4. In the event of property damage to a unit or units, the Trust shall not be responsible for the payment of the deductible but rather said unit owner or unit owners shall be responsible for same regardless of the cause of the claim.
5. Each unit owner is solely responsible to obtain his or her own insurance coverage in appropriate kinds and amounts to insure his or her unit, personal effects and contents, and coverage for the Condominium Trust's deductible, as well as, insuring for liability and all such other coverages which said unit owner desires.
  - A. It is suggested that all unit owners obtain endorsements to their policy for various coverages including, but not limited to, all risk coverage, loss assessment coverage, coverage A in satisfactory amounts, and any other insurance deemed necessary by the unit owner or his or her agent to provide coverage for the Condominium's deductible.



- B. It is recommended that all unit owners review their own insurance coverage with their own insurance agent or insurance advisor.
  - C. Investor owners should also obtain coverage for loss of rent, liability and all other appropriate coverages. Investor owners should obtain written verification that their tenants have appropriate insurance coverage.
6. If a unit owner sustains property damage in amounts less than the Condominium Trusts Master Policy deductible, the unit owner shall be solely responsible for the cost to repair the damage, and the unit owner should notify his or her insurance agent. The Trust will not be responsible for property damage to a unit in an amount less than the deductible, and no unit owner shall file a claim under the master insurance policy. The unit owner must resolve the claim with their individual insurance agent or carrier.
7. The following steps should be followed when damage occurs in a unit in excess of the Condominium Trust's master policy deductible:
- A. Damage in excess of the Condominium Trust's deductible must be reported within 24 hours to the Management Agent. Failure to report claims promptly may result in the claim being denied by the Insurance Carrier. The Trust will not honor claims that are denied by the Carrier because of failure to report in a prompt fashion. Unit Owners shall also notify their Insurance Carrier at the same time. The damage may be inspected to assess the approximate cost of the damage.
  - B. The Management Agent will notify the Trust's Insurance Agent of the loss. Should immediate repairs need to be made in order to insure the safety of unit occupants, the Management Agent will secure approval for these repairs from the Insurance Carrier.
  - C. The Management Agent will instruct the Unit Owner to secure bids to repair the damage within thirty (30) days. These bids are to be submitted to the Management Agent with a cover sheet itemizing the costs and totaling the same. This sheet must contain the Unit Owner's signature. If the damage is less than the Master Policy Deductible, the Unit Owner need not submit anything further and should deal with their own insurance agent or carrier, as per paragraph 6 in this Resolution.
  - D. During the bidding and damage assessment process, the Unit Owner must work closely both with the Management Agent and the Master Policy Insurance Adjuster in order that the scope of work is agreed upon by all parties prior to commencement of said restoration work. This includes, but is not limited to, making the unit available for inspection, securing additional

bids should the Insurance Adjuster request it, and promptly responding to requests made by the Insurance Adjuster and/or Management Agent. The Trust will not be responsible for the timeliness of Insurance claims being paid. If a claim payment is delayed, no interest, penalties or other claims will be honored.

- E. In the event there is a dispute, the final approval of settlement costs is with the Insurance Company and the Unit Owner must abide by its decision.
  - F. Once it is agreed by all parties what the scope and amount of the claim will be, the Unit Owner will be given permission to commence work. Unit Owners may ask that the Trust request payment of the claim in order that the Unit Owner has funds to initiate restoration work. If the Insurance Carrier forwards this amount to the Trust, then the Trust may pass the benefit of this early payment to the Unit Owner. The Trust will issue payment of the applicable insurance proceeds to the Unit Owner upon the execution and delivery of a Release by the Unit Owner of the Trust, in the form as attached hereto and incorporated herein.
  - G. Final payment will be made when:
    - i. The Insurance Adjuster has had the opportunity to inspect all repair work.
    - ii. The Trust has received the final payment from the Insurance Carrier.
    - iii. The Unit Owner has signed a Release.
8. The Trust shall have no obligation or responsibility to perform or cause to be performed repairs to an individual unit.
9. The Unit Owner is responsible for the condominium master policy deductible for items covered by the Master Policy and is also responsible for all damage to the unit, personal property, improvements, rent loss, etc. not covered by the Master Policy.



Thayer & Associates, Inc.

Accredited Management Organization®

November 25, 2005

2067 Massachusetts Avenue  
Cambridge, MA 02140  
Telephone: 617.354.6480 / Fax: 617.354.7854

Unit Owners  
Shadowbrook Condominium Trust  
Shadowbrook & Kennedy Lanes  
Milford, MA 01757

Re: Important Notice Regarding Asbestos

Dear Unit Owner:

The Trustees of the Shadowbrook Condominium Trust have become aware that there may be asbestos-containing material within some units at Shadowbrook and they would like you to know of important procedures to follow with regard to this matter.

In particular, the Trustees have been informed by an industrial hygienist, a professional in the area of asbestos inspection, that a layer of asbestos-containing material has been observed within ceilings of some units. The asbestos that has been observed is a component of the textured ceiling material that is original to the buildings. These ceilings have a blown-on finish commonly known as pop-corn. According to the definition of units and their boundaries as stated in the Master Deed, the ceilings are part of the unit. As such, the layer of the ceiling which may contain asbestos is part of the individual unit and is the responsibility of the respective unit owners to maintain and repair. It is not common area.

Although it is our understanding that under most circumstances the asbestos is entirely contained under the surface of the blown-on ceiling material, only a licensed hygienist can make the determination whether or not your ceiling contains asbestos and if remediation is necessary.

Please be advised that if the ceiling material is disturbed in any way, such as during a renovation, or becomes damaged due to a leak or other event, the owner of the unit must have the ceiling inspected by a licensed professional hygienist to assess the condition and make recommendations before proceeding with any renovation or repair. If asbestos is found in the area to be disturbed, a licensed asbestos abatement contractor must be engaged by the unit owner to properly remove the asbestos.

One hygienist that the Shadowbrook Condominium Trust has used to inspect for asbestos and to guide the abatement process is Covino Environmental Consultants in Woburn, Massachusetts. Of course, unit owners are free to use any licensed hygienist they prefer.

Thank you for your attention to this important matter. If you have any questions regarding your ceilings, please contact Lee Maranda, Shadowbrook Property Manager, at (508) 473-1784.

Sincerely,

Dwight Johnson  
Senior Vice President  
Thayer & Assoc., Inc.

# SHADOWBROOK CONDOMINIUM

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1 SHADOWBROOK LANE  
MILFORD, MA 01757

TELEPHONE (508) 473-1784  
FAX (508) 473-7798

January 23, 2008

Unit Owners  
Shadowbrook Condominium Trust  
Kennedy and Shadowbrook Lane  
Milford, MA 01757

Dear Unit Owners:

All Unit Owners are reminded that Section 9 of the Master Deed contains an architectural integrity clause that prohibits any change to the exterior of the building or of a unit without prior written approval from the Trustees. Therefore, any owner wishing to make an exterior change to their unit, such as replacing a door, window or slider must obtain written approval from the Board prior to making any change. Application forms that must be used to request Board approval are available at the management office.

The Trustees have adopted design specifications that must be followed in the selection of materials and in the installation.

Thank you for your attention to this matter.

Sincerely,  
Thayer & Associates, Inc.  
Agent for: Shadowbrook Condominium Trust

  
Lee Maranda  
Property Manager

# SHADOWBROOK CONDOMINIUM

---

1 SHADOWBROOK LANE  
MILFORD, MA 01757

TELEPHONE (508) 473-1784  
FAX (508) 473-7798

Date: \_\_\_\_\_

*I have read the page on Property & Liability Insurance regarding how important it is to purchase a HO-6 Policy with a minimum coverage up to \$25,000.*

\_\_\_\_\_  
Sign Name

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*I have received a copy of the Shadowbrook Condominium Trust Rules & Regulations.*

\_\_\_\_\_  
Sign Name

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*I have received a copy of the Shadowbrook Condominium Unit Owner Maintenance Resolution regarding mold*

\_\_\_\_\_  
Sign Name

SHADOWBROOK CONDOMINIUM  
Amendment to the Rules and Regulations  
Unit Owner Maintenance Resolution

The undersigned, being a majority of the Board of Trustees (the "Board") of the Shadowbrook Condominium Trust (the "Association") under Declaration of Trust dated August 10, 1982, and recorded with the Worcester District Registry of Deeds in Book 7530, Page 137, as amended, the organization of unit owners of the Shadowbrook Condominium (the "Condominium"), do hereby adopt the following administrative resolution as an amendment to the Association's rules and regulations pursuant to Article V, Section 5.6B of the Declaration of Trust:

WHEREAS, the Board is empowered to oversee the administration and operation of the Condominium in accordance with the terms and provisions of its constituent documents;

WHEREAS, the Unit Owners are entitled to exclusive possession of their respective Units pursuant to M.G.L. c. 183A, § 4, and also have the responsibility to properly maintain and repair their respective Units pursuant to Article 5 Section 5.2 of the Declaration of Trust which provides inter alia:

"The Unit Owners shall be responsible for the proper maintenance and repair of their respective Units as defined in the Master Deed."

WHEREAS, the Board seeks to ensure that the Condominium, including the Units, are properly maintained so to prevent mold growth on the Condominium premises;

WHEREAS, it is essential that any moisture and water intrusion be promptly addressed to inhibit the growth of mold;

WHEREAS, it is critical that the Board be alerted immediately to the first signs of water intrusion within a Unit or the common areas of the Condominium to prevent and/or minimize the spread of water intrusion and moisture-related conditions to the Common Elements, the affected Unit and other Units in the Condominium;

WHEREAS, the Unit Owners, having the exclusive possession of their respective Units, are solely able to observe any evidence of water intrusion, excessive moisture and/or corresponding mold growth within said Units; and

WHEREAS, there is a need to establish both orderly and uniform procedures to address moisture and water intrusion in Units and common areas for the purpose of protecting the Units and Common Elements of the Condominium.

NOW, THEREFORE, BE IT RESOLVED, that the following rules, regulations and procedures shall be applicable:

1. Unit Owners shall be responsible to keep up and maintain their Units in a dry and clean manner and state, with a minimum air temperature within the Unit of not less than 55° degrees Fahrenheit and, for any Unit with a cooling system, a maximum air temperature of not greater than 77° Fahrenheit. Indoor relative humidity must be maintained between 35% and 55 % at all times.

2. Unit Owners shall be responsible to:

- (i) clean and dust the surfaces within a Unit on a regular basis;
- (ii) immediately remove visible moisture accumulation on windows, windowsills and any other surfaces within the Unit;
- (iii) immediately clean, dry and disinfect all liquid spills or leaks within the Unit;
- (iv) not block or cover any heating, ventilation or air-conditioning ducts and keep furniture and furnishings away from such ducts; and
- (v) engage a professional remediation company to mitigate any damage to the Unit resulting from leaks or spills.

3. Unit Owners shall be solely responsible to ensure that any vents or exhaust fans serving the Unit are vented properly to the exterior including, without limitation, bath exhaust vents, stove vents and laundry dryer vents. In the event they are not properly vented, the Unit Owner shall repair the same, obtaining the written consent of the Board prior to undertaking any work in the common areas. In addition, Unit Owners shall be solely responsible to inspect, clean and maintain (including changing filters), at least annually, all such vents and exhaust fans.

4. Unit Owners are required to report immediately, in writing, delivered to the Board:

- (i) any evidence of water leak or water infiltration or excessive moisture in the Unit or common areas;
- (ii) any evidence of mold or fungi growth within the Unit that cannot be completely removed with a common household cleaner; and/or
- (iii) any failure or malfunction of any heating, ventilating or air conditioning system serving the Unit.

5. Unit Owners shall be responsible and liable for any expenses incurred by the Board for the maintenance, repair, replacement, cleaning and remediation to repair the Unit and to remove mold from the Unit in the event the Unit Owner fails to properly and promptly undertake the same. Notwithstanding the foregoing, the Board shall have no obligation to take any action within a Unit, but may do so in its sole discretion. Unit Owners shall allow immediate access to their Unit for such purposes pursuant to Massachusetts General Law, Chapter 183A, §4 and Article 5, Section 5.2 of the Declaration of Trust.

6. Unit Owners shall be responsible and liable for the expenses incurred by the Board for the maintenance, repair, replacement, cleaning and remediation of any damage to, and to remediate and remove mold from other Units and the common areas caused by the Unit Owner's failure to maintain his/her Unit, or resulting from the Unit Owner's failure to comply with the terms of this Resolution.

7. Unit Owners shall be personally responsible and liable for any fines for violations of this Resolution and any damages suffered by the Condominium or other Owners or occupants at the Condominium, including any injuries to persons, resulting from the failure of the Unit Owner to comply with the terms of this Resolution.

8. Any expenses or fines charged to a Unit Owner pursuant to this Resolution shall be collectible as a common expense.

SO RESOLVED.

EXECUTED as a sealed instrument this 25<sup>th</sup> day of March, 2004.

Michael Zibella  
Myra Davidson  
Ray DeShazo  
George Fiedell

AS TRUSTEES OF THE  
SHADOWBROOK CONDOMINIUM  
TRUST AND NOT INDIVIDUALLY

STATE/Commonwealth of MASSACHUSETTS

Worcester County, ss.

On this 25<sup>th</sup> day of March, 2004, before me, the undersigned notary public, personally appeared Michael Zibella, Myra Davidson, Ray DeShazo and George Fiedell, proved to me through satisfactory evidence of identification, being (check whichever applies):  driver's license or other state or federal governmental document bearing a photographic image,  oath or affirmation of a credible witness known to me who knows the above signatory, or  my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as Trustee of said Shadowbrook Condominium Trust.

[Signature]  
Notary Public

My Commission Expires: 10/14/04

Print Notary Public's Name: Debra M. Tompkins

Qualified in the State/Commonwealth of Massachusetts



# SHADOWBROOK CONDOS

1 Shadowbrook Lane, Milford, MA 01757

## LOCATION I.D. # 561932

### USE ZIP CODE 01757 TO ADD VALUE ONLINE

1 x Cash to Card with Dispenser Located in the Office  
9 x Code to Card Boxes Located in the Laundry Rooms

Welcome to our Resident Advantage card program:

MASTERCARD/VISA/DISCOVER

Loading Cash onto your Laundry Card – Using \$5.00, \$10.00 or \$20.00 Bills: (Maximum on card is \$60.00)  
Insert card into the Card Reader (top of machine on right) Insert bill into Bill Acceptor (bottom of machine on left)  
(One bill per transaction), Press the C Button to eject your laundry card.

To Purchase a New Laundry Card – Using a \$5.00 Bill Only  
(Do not put a \$10.00 or \$20.00 the machine will NOT add remaining balance onto your card)  
Push the #1 Button, then insert your bill into Slot #2 (Bill Acceptor), it will take your money and then look at display to  
remove card and then Press button# 3. The money is now on your laundry card.

Check or Money Order Payments - Using the Code to Card Box:  
(Always check your balance before sending in a check payment - Maximum on laundry card is \$60.00)  
This option is for those residents who do not have Internet or Credit Cards. Mail Checks or Money Order to: Automatic  
Laundry, 45 Border Street, West Newton, MA 02465 Attn: Kathy MacDougall. Send in a check in the amount that you  
want added onto your laundry card. Include your laundry card number (located on the back of card) and your phone  
number. Once your check is received by our office we will call you on the phone with your 6-digit code. **YOU WILL TAKE  
THE CODE AND YOUR LAUNDRY CARD TO LAUNDRY ROOM IN YOUR BUILDING.** You will insert your laundry  
card into the box on the wall (Code to Card Box) wait until the display says "Add" then keypunch in the dollar amount that  
you purchased on your credit card and then press the # key (enter key). The display will now read Code, enter in the six  
digit code and then press the # key (enter key). Do not remove your laundry card until prompted to do so.

Register Your Laundry Card online to make Internet Access/Credit Card Payment: (Maximum on card \$60.00):  
Go to our website: [www.automaticlaundry.com](http://www.automaticlaundry.com), then select "I Want to Recharge My Laundry Card". Next click on the  
'Register Your Card' link and register your personal information and create a password (make sure you write down your  
password and your security question and answers) so you can access the site faster and easier on future visits. Enter in your  
specific "Location ID# 561932" (This can also be found on the Add Value Box). You will then be asked for your laundry  
card serial number (located on back of card). Once you completed this process you will be presented with a "Review" screen  
to ensure your account information is correct. If everything is correct, click on "Register". You must now go to your email  
address and look for an email from [webmaster@revalueyourcard](mailto:webmaster@revalueyourcard), click on the link it gives you and this will activate your  
registration. Now that you are registered, type in your email address and your password to access your account.  
There are 3 boxes that you will see: Green Box: Manage My Card (Revalue my card and check code purchase history),  
Orange Box: My Account (You can check your Profile and change your password), Red Box: (Announcements and  
promotions)

To add value click on "Purchase a Revalue Code" then choose "Select Your Frequencies: and then choose "Buy Code Now"  
follow the steps to add value onto your card. Once you have completed the transactions you will be issued a six-digit code  
(in Red), which you will take to THE LAUNDRY ROOM IN YOUR BUILDING. You will insert your laundry card into the  
box on the wall (Code to Card Box) wait until the display says "Add or Enter Amount" then keypunch in the dollar amount  
that you purchased on your credit card and then press the # key (enter key). The display will now read Code, enter in the  
six digit code and then press the # key (enter key). The money is now on your laundry card.

We do not - replace or add value onto lost or stolen cards – WE DO NOT REFUND LAUNDRY CARDS

If you are moving out you must use up the entire balance on your card – We do not refund value left over on card

If you should have any further questions, please feel free to contact:

Kathy MacDougall @ 1-800-422-5833 Ext. 110 or [kathymac@automaticlaundry.com](mailto:kathymac@automaticlaundry.com) or Aimee Saulnier @ Ext# 127

## ***WELCOME LETTER***

***On behalf of the Shadowbrook Board of Trustees we would like to thank you for choosing Shadowbrook as your new home. We hope the following information will be helpful with your transition to condominium living. This is only a quick guideline on a few important subjects, be sure to read the entire Rules and Regulations.***

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### ***Trustees:***

An elected Board, of five volunteer unit owners, governs Shadowbrook. Each year at the annual meeting, in May, 2 or 3 seats are up for election. Monthly meetings are held by the Trustees and management staff to review the finances, daily operations and up coming and future projects. The Trustees review unit owner requests, ratify the operational budget and distribute funds to replacement reserves. The Trust has a web site: [www.shadowbrookcondo.com](http://www.shadowbrookcondo.com). Here you can access the Master Deed, Declaration of Trust, By-Laws and Rules and Regulations.

### ***Management:***

For routine information and services, Shadowbrook is managed by Thayer & Associates out of Cambridge, MA. The Property is staffed with a Property Manager, Assistant Manager and two maintenance workers. The office is open Monday thru Friday 9:00 a.m. to 5:00 p.m. and until 7:00 p.m. on Wednesdays. The office number is 508-473-1784. Any calls made after business hours are automatically forward to an answering service. The staff is only responsible for the maintenance of the common areas.

### ***Move-in Move-out:***

Moving in and out can be a stressful time and can be only be done between 8:00 a.m. and 10:00 p.m. There are some restrictions to be aware of: the uses of wheeled trucks are prohibited in the stairwells and hallways. Parking on the grass and walkways to get closer to the door or behind a building is barred. A \$200 fee is assessed for each move-in. Be sure to update your contact information with the office; including home, work, cell phone numbers, mailing and e-mail addresses.

### ***Home Owner's Association Fee:***

The annual budget for the next fiscal year is sent out in December. The HOA fee is divided monthly; a coupon is mailed out to unit owners. The HOA fee is due on the 1<sup>st</sup> and a \$25 late charge is assessed if paid after the 15<sup>th</sup>. A check or money order can be drop off at the office or mailed.

### ***Grills:***

**Only electrical grills are allowed on the patios or balconies. NO personal charcoal, propane or gas grills are allowed anywhere.**

### ***Recreational areas:***

In the recreational area, accessed only with a recreational pass, there is the pool, a ping-pong table, a gym room and men's and lady's saunas. On the second floor, there is a function room that can be rented for non- alcoholic parties. The cost is \$100 with a \$100 cash deposit. The tennis courts are opposite of the pool area and a playground for the youngsters is located near door 19. During the winter months, you can still enjoy the indoor heated pool, staffed by trained lifeguards. The hours are Mon., & Wed. 6:00 to 8:30 p.m., Fri., 6:00 to 9:00 p.m. and Sat. 1:00 to 9:00 p.m. and Sun 1:00 to 8:30 p.m. In the summer month July and August, the pool is open daily from 11:00 a.m. to 9:00 p.m.

### Storage Bin:

Storage bins are not a deeded space but every unit is issued one. If you didn't receive a bin when you moved in please contact the office. Only household items are to be stored in this area. No flammable liquids or gases are permitted. Any items left outside of the bin will be discarded at the unit owner's expense.

### Parking:

All vehicles must display either a current Shadowbrook parking sticker or a visitor pass. Each unit is only allowed two vehicles, on the property. The visitor pass can only be used 7 days in a month before a fine is assessed. Handicap parking signs are available to those with a valid handicap plate or placard. If you park in a "No Parking Zone" your vehicle will be ticketed with the possibility of being towed. If you park near the dumpster be aware that if you're not gone by 7:00 a.m. on Tuesday & Friday your vehicles may be towed. After a snow storm, the staff will ring your intercom buzzer with 3 short blasts; this means to quickly come out and clean off your vehicle and move it to the road area so the parking lot can be plowed. Only park on one side of the street and DO NOT move your car until we ring your buzzer. Any vehicle not moved within 24hrs of snow removal will receive a \$100 fine. If you're going to be away during a storm please consult with the office on where to park your vehicles.

### Security:

Security works seven nights a week. Security will help residents with noise complaints and Rules and Regulation infractions including parking violations. Please note that security is primarily here for the protection of the Trusts assets not unit owners personal property.

### Heat/Air Conditioning:

The cost for heat and hot water is included in the condominium fee. However, the heat and air conditioning valves, coils, blower, and controls which are located in the kitchen ceiling, are the responsibility of the unit the owner. We recommend changing the air filters every 3 months, having the coils professionally cleaned every few years and replacing any old gate valves with new ball valves. The filters may be located in the kitchen ceiling or behind a grate in the living area. The Trust is responsible for the A/C condensing unit on the roof for each condo but residents pay the electricity to operate it. If you have a problem with either the heat or A/C, please call the office.

### Plumbing:

Shadowbrook was built in the early 70's so the plumbing is fragile. A licensed Plumber is required for all repairs. What may appear to be a working shut off valve can be very deceiving, often old gate valves may close but never reopen. Trip levers in the tub have been known to rust solid when not used regularly. If the shower stall has the original Moan shower valve and the knob is hard to pull out, it may be causing a cross connection of cold water to your unit or others and needs to be replaced. If you're planning on installing a new bathroom floor always have a licensed Plumber pull up the toilet first and then reset it when the work is completed. If a plumbing emergency arises in the bathrooms, there are two large valves located in the main bathroom vanity that will shut the water off to the main bathroom only. The water can only be shut off for repairs the first and third Wednesday of every month with prior authorization from the office. Request for a water shut down needs to be scheduled the Friday before.

### Electrical:

Behind one of the bedroom doors is a circuit breaker panel. If the breakers are not marked, take the time to do so. A problem that seems to come up from time to time is the outlet for the stove shorting out. If you are moving the stove, to clean or replace it, you will need to shut the breaker off first. The exhaust fan in the bathroom needs to be cleaned periodically to avoid the build up of dust and debris that can easily lead to a fire. Most of the common area lights are fluorescent; we encourage everyone to purchase Energy Star rated lighting and appliances. All outlets and switches have aluminum wiring which has been brought up to code by what the industry calls "pig tailing". A licensed electrician is required when you're ready to replace any outlets or switches.

### Smoke Detector/Fire Alarms:

**The common area detectors are connected to an in-house fire panel that connects to the Milford Fire Department. When the alarm sounds, leave the building immediately. If you smell smoke and the alarms are not going off, exit the building and call the fire department at 508-473-1213 from outside.** Candles may give a room a nice scent, but the soot they create will quickly discolor the ceiling and walls, most importantly, could lead to a fire when left unattended. Carbon monoxide detectors are required and can be easily plugged into an outlet. If you burn something and there is no emergency, open your slider and windows. Do not open your unit door to the hallway.

### Satellite Dish:

Satellite dishes are allowed provided they are professionally installed and are within the patio/deck area. Dishes are not permitted on the roof or any common area walls. Please come to the office to fill out a form before any installation takes place.

### Pets:

Keeping Shadowbrook a pet-friendly condominium takes the cooperation of all pet owners. The Shadowbrook Rules governing pets are designed to serve all unit owners. To avoid a fine; pick up after your pets, don't walk your pets near first floor patios, do not tie pets to the patios or leave them unattended or off the lease in the common areas including your balcony. Most importantly, do not allow any pet to defecate on the balcony, this poses a health issue to the residents in your unit and the units below. It is a finable offense if any animal goes to the bathroom within 25 ft from the building or walkway.

### Patio/Balcony:

Patios and decks are the unit owner's responsibility. Keeping up with the paint on the deck and handrail is essential if not maintained it will only lead to a larger repair bill. Stop by the office for a complimentary ½ gallon of grey deck paint. Decks that are in poor condition are not only a risk to those who are on it, but can cause a leak to the unit below. Prior to making any repairs to the balcony, we ask that you pick up a copy of the deck specification in the office. In the winter, we ask that all 2<sup>nd</sup> and 3<sup>rd</sup> floor units quickly remove the snow from the balcony to avoid any water damage in the unit below.

### Hiring a Contractor:

Before starting any projects please call the office. Only licensed contractors are allowed to work on the property. The office requires a copy of the contractor's liability and workers compensation insurance. Residents need to make sure the Contractors are aware of the rules and regulations that govern

Shadowbrook. Here are a few important ones; quiet hour is from 10:00 p.m. to 8:00 a.m., no carpet, furniture, appliances, construction material etc. are allowed in the dumpsters, vehicles cannot be parked on the berm, grass or in a fire lane, doors can not be propped open, common area electricity cannot be used and no trailers or commercial vehicles on site overnight.

### Trash:

On Tuesday and Friday mornings, Waste Management picks up trash. The dumpsters are for household bagged trash only. Construction material and furniture needs to be disposed of offsite. Please only dispose of household trash in the dumpster and not in the recycle dumpster. The recycle bins for a cardboard and paper only. Appliances, computers, carpet, large furniture, etc. need to be dropped off at the transfer station (508-478-8093), which is located near the Granite Gulf Station. Violators will be assessed per the rules and regulations for throwing away anything other than household trash. For those residents who would like to recycle the transfer station is now taking plastic. NEVER leave a trash bag on your patio/balcony or outside your door in the hallway.

### Laundry:

A Laundry card can be purchased for \$5 at the cash VTM located by the gate in the pool area. The card will have no value on it. When adding cash value the machine takes \$5, \$10's and \$20's. There is also a credit card VTM located in each of the first floor laundry rooms. You must register on-line first to use the credit card machine. The Automatic Laundry automatically programs the washers & dryers for the permanent press cycle, if you wish to use a different setting please make sure you choose that setting before you insert your laundry card. Permanent press is a gentle cycle and may not spin the water out as well as it would on the normal cycle. Frontload washers use a 1/3 less detergent. The display on the toploaders will flash 3 times before starting. If a machine shows an error, please unplug the machine for a moment and then plug it back it, it should reset itself. If a machine reads an EC59 error please call Automatic Laundry @ 800-422-5833. Laundry room use is prohibited during quiet hours (10:00 p.m. to 8:00 a.m.). Please check your pockets for loose items before washing and set a timer so you can promptly pick up your clothes.

### Fees:

Here is a list of items you can purchase in the office.

- New Exterior Door Key: \$22.50 / Replace Broken Key (must have both halves): \$15.50
- Tennis Court / Playground Key: \$2
- Recreational Passes: \$2
- Visitor Passes: \$2
- Air Filters: \$5.00 ( 14 x 20 x 1 ) and \$5.50 (20 x 20 x 1 & 24 x 24 x 1 )
- Mailbox lock w/ 2 keys: \$25