

# SHADOWBROOK CONDOMINIUM

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1 SHADOWBROOK LANE  
MILFORD, MA 01757

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

## DOCUMENT REQUEST FOR REFINANCE OR SALE OF UNIT

Thank you for your request for information in connection with the refinance or sale of a condominium unit.

**Shadowbrook charges a processing fee of \$75 for a refinance and \$200 for a sale. Shadowbrook does not charge a processing fee for a refinance if only a 6D is needed. The refinance fee will only apply if additional information is needed.**

TO ALL, if a lender or authorized agent for a potential buyer is looking for information that is not found on our website <https://shadowbrookcondo.com/owners/>, the attached indemnity release agreement needs to be signed by the UNIT OWNER AND THE BUYER, before a questionnaire is filled out or the release of any information is provided. After the release agreement is signed by both parties and return to our office, the process to obtain information can begin.

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Dear Unit Owners:

Here are some procedures that we would like to alert you of in advance:

- ❖ Request for information will be processed once we receive a completed request form, a release agreement (if needed), and the processing fee is submitted to our office.
- ❖ Our office will not release any material to anyone other than a unit owner or their authorized agent without a release agreement signed by the unit owner.
- ❖ Due to the volume of requests, we require TEN BUSINESS DAYS (from the receipt of your completed request forms and fee), in accordance with Chapter 183A, to process any request for a 6D Certificate.
- ❖ *Our office will only date 6D Certificates as of the OFFICIAL date of the closing. This prevents any confusion as to who may be responsible for any charges during the sale of a unit, once it changes ownership. Our office will make the certificate available for pick up three business days prior to the official date.*
- ❖ Any outstanding balance on the account MUST be paid in full immediately in order to receive a clean 6D Certificate. Please contact our office if you wish to verify any balance.
- ❖ The information that our office provides is only as accurate and complete as the information we receive from the Association, its governing board, agents and attorneys.

*Attached is a copy of the request and release form. Please do not hesitate to contact us.*

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Dear Unit Owner,

With a recent change in the financial industry, the Shadowbrook office will be required to share more information to lenders when an owner is refinancing or selling their unit. This letter and the attached pages are just for informational purposes only, you do not need to fill out or return any of this paperwork to our office unless you are refinancing or selling your unit. Copies of the attached will all be posted to our website for future reference <https://shadowbrookcondo.com/owners/>.

It will now be required to fill out and sign an indemnity release form, when an owner is refinancing or selling, before any information is given out verbally or written from the Shadowbrook office. This will be for any information in addition to what is already on our website. The Shadowbrook office will not release any information until this form is filled out and signed by the appropriate people. When refinancing, only the owner needs to sign, however, for the sale of a unit, both the owner and potential buyer need to sign. Once completed the release form can be dropped off or mailed to the Shadowbrook office.

When refinancing or selling, a "clean" 6D certificate will be required at closing. A 6D is a notarized document that gets recorded, and is produced by the Shadowbrook's office to show there is no balance on unit's account upon the closing date.

The cost for a 6D when selling is \$200. The fee covers the cost of the 6D and any lender questionnaires that need to be filled out, along with any additional information that other agents and inspectors may need. This fee will need to be paid for by the unit owner and direct to the Shadowbrook office, payable in check form to Shadowbrook before any information is given out, including the 6D certificate. *The money collected for all 6D's goes back into the budget under operating income.*

The cost for a 6d when refinancing is \$75. The fee covers the cost of the 6D and any lender questionnaires that need to be filled out, along with any additional information that other agents and inspectors may need. This fee will need to be paid for by the unit owner and direct to the Shadowbrook office, payable in check form to Shadowbrook before any information is given out, including the 6D certificate. Shadowbrook will not charge a \$75 6D fee when refinancing if only a 6D cert is needed. The fee will only apply if additional information is needed.

We require ten business days from the receipt of your completed request forms and fee, in accordance with Chapter 183A, to process any request for a 6D certificate.

Our office will only date 6D Certificates as of the official date of the closing. This prevents any confusion as to who may be responsible for any charges during the sale of a unit, once it changes ownership. Our office will make the certificate available for pick up three business days prior to the official date.

Regards,

Lee Maranda, Thayer & Associates, Inc,  
Agent for: Shadowbrook Condominium Trust

## Shadowbrook Condominium – Request for Documents

Refinance Fee: \$75   
(no charge for 6D only)

Sale Fee: \$200

*This form must be received in our office with a release agreement (if needed), along with a check made payable to Shadowbrook, before any information is provided.*

**THIS FORM CAN ONLY BE FILLED OUT BY THE UNIT OWNER OR THEIR AGENT**

Unit Owner(s): \_\_\_\_\_

Unit Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Please check information requested:

\_\_\_\_\_ **Signature of person picking up 6D:** \_\_\_\_\_  
\_\_\_\_\_ 6D Certificate (available three business days prior to closing date)

\_\_\_\_\_ Completion of lending institution's questionnaire

*\*submit all questionnaires to our office for completion accompanied by a release agreement signed by the Unit Owner and Buyer.*

**The Rules & Regulations, Master Deed, Declaration of Trust / By-Law and Annual Budget can be downloaded from the website at: <https://shadowbrookcondo.com/owners/> . To obtain a Certificate of Insurance, please contact our insurance agent, W.T. Phelan at 781-641-7200.**

Person requesting 6D Certificate – if not Unit Owner: \_\_\_\_\_

Relationship to Unit Owner: \_\_\_\_\_ Firm: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Selling Price: \_\_\_\_\_ Date of Closing: \_\_\_\_\_  
(Must be official date)

Full Name of Buyer(s): \_\_\_\_\_

\*Buyer(s) Alternative Address if not Occupying Unit: \_\_\_\_\_

\_\_\_\_\_

\*Phone: \_\_\_\_\_ \*Email(s): \_\_\_\_\_

\*Will Unit be Owner Occupied: Yes \_\_\_\_\_ No \_\_\_\_\_ Not Sure \_\_\_\_\_

Signature of Person Requesting: \_\_\_\_\_

**IMPORTANT:** Due to the volume of requests, once the completed forms and fee are received, all information checked off will be made available within 10 business days. The 6D certificate is made available 3 days prior to the closing.

**Please either drop off in the office or email requests copying BOTH [shadowbrook@thayerassociates.com](mailto:shadowbrook@thayerassociates.com) and [Lmaranda@thayerassociates.com](mailto:Lmaranda@thayerassociates.com) or fax it to 508-473-7798.**

INDEMNITY AND RELEASE AGREEMENT  
FOR THE DISCLOSURE OF INFORMATION IN CONNECTION WITH  
THE PROSPECTIVE SALE OR REFINANCE OF A UNIT

Condominium: **Shadowbrook Condominium Trust**

Unit #/Address: \_\_\_\_\_

Unit Owner(s): \_\_\_\_\_

\_\_\_\_\_

Check one (X)

\_\_\_\_\_ Refinance

\_\_\_\_\_ Sale to Buyer(s): \_\_\_\_\_

\_\_\_\_\_

This Agreement is made this day by and between the above listed Unit Owner(s) of the specified Unit of the above Condominium (hereinafter referred to as "Unit Owner"); and, if applicable, the above listed prospective Buyer(s) of the Unit (hereinafter referred to as the "Buyer"); and the Condominium Trust/Association, the organization of unit owners of the Condominium, including its Board members, managing agent, counsel, servants, employees, successors and assigns (hereinafter collectively referred to as "Condominium Association").

WHEREAS, a third-party desires to obtain certain information in regard to the administration, operation and affairs of the Condominium in connection with the sale or refinance of the Unit.

WHEREAS, the Unit Owner desires that information be provided to the third party by the Condominium Association to the extent such information is not confidential.

WHEREAS, the Condominium Association has no obligation to provide such information. Notwithstanding the same, the Condominium Association is willing to respond to certain questions subject to the terms and conditions of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby accepted and acknowledged, the Condominium Association, within a reasonable time from the receipt of this fully executed Agreement, shall respond to a third-party request for information pertaining to the administration, operation and affairs of the Condominium in connection with a sale or refinance of the Unit to the extent that such information is reasonable and proper. The Condominium Association is not obligated to disclose all information requested or answer all questions that are asked.

It is specifically acknowledged and agreed that any costs incurred by the Condominium Association for providing this Agreement and the initial response to the request for information, shall be the Unit Owner's responsibility, and if not paid when requested, shall be assessed to the Unit's account. Further, the Condominium Association may require the Unit Owner to pre-pay such amounts prior to undertaking the release of further information.

The Unit Owner and Buyer hereby agree to remise, release and forever discharge the Condominium Association from all debts, demands, actions, causes of action, suits, dues, sum and sums of money, accounts, reckonings, bonds, specialties, covenants, contracts, controversies, agreements, promises, doings, omissions, variances, damages, extents, executions and liabilities and any and all other

claims of every kind, nature and description whatsoever, both in LAW and EQUITY, which against the Condominium Association, the Unit Owner and/or Buyer may now or in the future have in any way, directly or indirectly, relating to the request for information made hereunder and the Condominium Association's response thereto. The Unit Owner and/or Buyer further agree to indemnify, defend and hold harmless the Condominium Association from any and all liabilities, claims, losses, damages, costs and expenses, and including, any and all attorneys' fees and costs, incurred by the Condominium Association, resulting from or related to the providing of the information in connection with the sale or refinance of the Unit.

IN WITNESS WHEREOF the parties have hereunto set their respective hands and seals as dated below.

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

\_\_\_\_\_  
Unit Owner Signature

\_\_\_\_\_  
Unit Owner Name

\_\_\_\_\_  
Unit Owner Signature

\_\_\_\_\_  
Unit Owner Name

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

\_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Buyer Name

\_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Buyer Name

Address: \_\_\_\_\_

**\* FOR A SALE BOTH THE OWNER AND BUYER MUST SIGN**