

SHADOWBROOK CONDOMINIUM

1 SHADOWBROOK LANE

TELEPHONE (508) 473-1784

MILFORD, MA 01757

FAX (508) 473-7798

Effective Date: _____

Unit Address: _____ Kennedy Lane Unit _____

Or

_____ Shadowbrook Lane Unit _____

1st UNIT OWNER NAME: _____

Cell: _____

Email: _____

2nd UNIT OWNER NAME: _____

Cell: _____

Email: _____

Address: _____

Names of other Residents/ Children:

Emergency Contact Name: _____

Cell: _____

Dear Unit Owner:

A lease is required at the time of tenants move in date. All tenants must come to the office when they first move in to fill out a welcome packet. If tenants require help filling out the welcome packet it's the owners' responsibility to help them and assure, they understand everything. There is a \$200 move in fee, if your tenants are paying make sure its part of the lease, otherwise it will be billed on the monthly condo fee dues. Vehicles with lettering, ladders or trailers can not be parked on the property. Please thoroughly go over all the Rules and Regulations with tenants for other restrictions

Office Use Only

() \$200 move in fee Posted date : _____

**SHADOWBROOK CONDOMINIUM
PARKING PERMITS**

Office Use Only

Name: _____ Cell: _____

Make of car #1: _____ Color: _____ Model: _____

License Plate #: _____ Sticker #: _____

Name : _____ Cell: _____

Make of car #1: _____ Color: _____ Model: _____

License Plate #: _____ Sticker #: _____

Date Issued: _____

() Parking stickers () Visitor Passes () Registration copy

SHADOWBROOK CONDOMINIUM

1 SHADOWBROOK LANE

TELEPHONE (508) 473-1784

MILFORD, MA 01757

FAX (508) 473-7798

AGREEMENT AND RELEASE FORM

For use of the exercise room & equipment, Pool, & Playground At Shadowbrook Condominium

In consideration for my use of the exercise room, equipment, pool and playground (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 attorney 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 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 if its management company

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

Names: _____, _____

SHADOWBROOK CONDOMINIUM

1 SHADOWBROOK LANE

TELEPHONE (508) 473-1784

MILFORD, MA 01757

FAX (508) 473-7798

SHADOWBROOK CONDOMINIUM RECREATIONAL TAGS

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: _____

Office Use Only

() Recreational passes

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 \$50,000.

Signature: _____

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

Signature: _____

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

Signature: _____ Date: _____



Thayer & Associates, Inc. AMO®

1812 Massachusetts Ave.
Cambridge, MA 02140
Phone: (617)354-6480
Fax: (617)354-7854

Dear Unit Owner(s):

As a service to the owners of the Shadowbrook Condominium, Thayer & Associates is offering electronic transfer as an option for paying monthly condominium fees.

If you choose this option, your condominium fees will be electronically deducted from your checking account on the **fifth** of each month. In addition, you will no longer receive a monthly billing statement. Your ACH electronic payment will be reflected on your monthly bank statement.

Enclosed is an Electronic Payment Agreement. If you wish to pay your condominium fees by electronic transfer, you need only to do two things:

Sign the agreement and return it to our office.

Retain a copy of the agreement for your records.

Send us a voided check (not a deposit slip) from the checking account from which you wish your payments deducted.

Upon receipt of this agreement, Thayer & Associates will send a written confirmation of the starting month for which electronic payments will begin.

Please note that all remaining balances must be paid in full, in the form of a check, before starting on the electronic payment plan.

Please feel free to contact our office at (617)354-6480 for further information.

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

Accounting department

*Electronic Transfers apply only to recurring monthly fees such as common area, parking, and storage

**SHADOWBROOK CONDOMINIUM
ELECTRONIC PAYMENT AGREEMENT**

Name: _____ Address: _____

Date: _____

I authorize Thayer & Associates in its capacity as Managing Agent for Shadowbrook Condominium to electronically deduct from the checking account described below for condominium fees that are assessed to my unit monthly.

I certify that I am authorized signer of the checking account listed below and **have enclose with this agreement a voided check from the account.**

Thayer & Associates is authorized and instructed to make an electronic transfer on the fifth day of each month for the payment of monthly fees and apply said payment to the account for the Shadowbrook Condominium unit indicated above. Upon receipt of this agreement, Thayer & Associates will send me a written confirmation of the starting month for which electronic payments will begin.

I understand that I will be responsible for any payments for fees due until such time that the electronic payments will begin.

I understand that I will be responsible for any bank charges if an electronic payment is not processed by my bank due to insufficient funds.

I understand I will no longer receive a monthly billing statement.

I understand that I will be responsible for payments of all other fees assessed to my unit not covered by this agreement, late fees, interest, and other charges not billed on a regular monthly basis.

Print Name

Signature

Bank Routing #

Checking Account #

Telephone Number

Email

WELCOME LETTER

On behalf of the Shadowbrook Board of Trustee's 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.

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 upcoming 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. Here you can access the Master Deed, Declaration of Trust, By-Laws, Rules and Regulations and other material.

Management:

Shadowbrook is managed by Thayer & Associates out of Cambridge, MA. The Property is staffed with an on-site Property Manager, Assistant Manager and two maintenance workers. The office is open Monday, Tuesday, Thursday and Friday from 9:00 a.m. to 5:00 p.m. and on Wednesdays from 9:00a.m. to 7:00p.m. The office number is (508)473-1784. Any calls made after business hours are automatically forwarded 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 only be done between 8:00 a.m. and 10:00 p.m. There are some restrictions to be aware of: the use 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.

Homeowner'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 1st and a \$25 late charge is assessed if paid after the 15th. A check or money order can be dropped off at the office, mailed or automatic withdrawal can be set up.

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 saunas. On the second floor, there is a function room that can be rented for non-alcoholic parties. The cost is \$125 with a \$100 cash deposit. The tennis courts are opposite 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. & Fri., 6:00 to 8:30 p.m. and Sat. & Sun. 1:00 to 8:30 p.m. In the summer month July and August, the pool is open daily from 1:00 a.m. to 8:30 p.m. Monday through Sunday.

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 parking permits. 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 rubbish pick up is Monday & Thursday. Any vehicle blocking the dumpster area will be towed.

Snow plowing:

After a snowstorm, 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. Vehicles can only park on one side of the street and DO NOT move your car until we ring your buzzer. Any vehicle not moved while the plow truck is in the lot will receive a fine and if not moved within 24hrs of snow removal will receive an additional \$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 owner's personal property. Security hours are Monday through Sunday from 5:00p.m. to 1:00a.m.

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 in the kitchen ceiling, are the responsibility of the unit 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 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 reinstall 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 on 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. The common area lights are fluorescent or LED; 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, it will set off the building alarm.

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 and dispose of them properly, 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 urinates or defecates within 25 ft. from the building or walkway. All pets must be registered with the office.

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 complementary 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 2nd and 3rd 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 first. 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 Monday half of the dumpsters are emptied and on Thursday the other half are emptied. The dumpsters are for household bagged trash only. Construction material and furniture needs to be disposed of offsite. 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. We recommend downloading The Automatic Laundry app. The app will allow you to use your phone to start the machines and keep track of time remaining. The machines are automatically programmed for the permanent-press cycle, if you wish to use a different setting, please make sure you choose that setting before you start the machine. 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 1/3 less detergent. The display on the top loaders will flash 3 times before starting. If a machine shows an error, please unplug the machine for a moment and then plug it back in, 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.

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.

Communication Software:

Shadowbrook Condominium Trusts communication software is known as Pilera. Pilera will allow us to communicate with you regarding announcements, upcoming events, and other important information by email. This would include water shut off notices, snow plowing information, fire alarm testing and more. In addition, you have the option to view your account online and, if you wish, you can make payments. If you are renting out, there is an option to sign your tenants up for email communications as well. After you send us your email, we will send you a welcome email. Click the “click here to get started”. Your username is your email, just create a password and you are all set! If you are interested in these features, please send your email to shadowbrook@thayerassociates.com.

Fees:

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

- New Exterior Door Key: \$30 / Replace Broken Key (must have both halves): \$25.
- Playground Key: \$2
- Recreational Passes: \$2
- Visitor Passes: \$2
- Air Filters: \$6 (14 x 20 x 1), \$6.50 (20 x 20 x 1), \$8.75 (24 x 24 x 1)
- Mailbox lock w/ 2 keys: \$25

Parking permit / Autorização de estacionamento

Place on the outside back w, left side of back windshield of vehicle

Permits go on the outside of the vehicle

Coloque no lado esquerdo do pára-brisa traseiro do veículo

As licenças ficam do lado de fora do veículo

What should I do if I get a new vehicle?

Come to the office with the new vehicle registration for a new parking permit

What NOT to do

Do not put the parking permit on another vehicle

O que devo fazer se adquirir um veículo novo?

Venha ao escritório com o novo registro do veículo para obter uma nova autorização de estacionamento

O que NÃO fazer

Não coloque a autorização de estacionamento em outro veículo





Laundry Card Instructions- KIO SOFT- CASH& CREDIT CARD & CODE BOX w/DISP

Add value to your laundry card using cash at the box:

- Place card in the holder (top right) your balance will display on the screen
- Insert \$5, \$10 or \$20 bills (Box does not make change)
- **Do not** remove card until the screen reads “Add to card successful” then remove your laundry card from the holder

Add value to your laundry card using your credit card at the box:

- Place your laundry card into the holder (top right) your balance will display on the screen
- Swipe or insert chip from your credit card or debit card (no receipt will be printed)
- Select the credit/debit card amount and then press OK
- The balance will be added to your laundry card and will display the new balance on your card
- When screen reads “add to card successful” remove your laundry card from holder

Add value using your credit card online to receive a 7-digit code OR completing balance transfer from old laundry card to new one:

- Go online to www.automaticlaundry.com and click on white card- click registration and/ or add value to laundry card- fill out step 1 account registration- click on register
- Sign into your account and click on laundry portal at top of page
- Click on add value/value code- follow steps to charge your credit card and receive a 7- digit code in blue- Two step process- you need to take your laundry card to the add value box at your location
- Place laundry card in holder and your balance will display
- Press 1 on keypad to bring you to the code menu- value will automatically transfer to your laundry card- DO NOT remove card from holder until you see your new balance

To purchase a new laundry card using cash-credit- code at the box:

- Press “1” to buy a new laundry card
- For cash- insert \$5 bill only (will not make change)- card will dispense out
- For credit- swipe or insert your credit or debit card- card will dispense out
- For code- go online to charge credit or debit and receive a 7- digit code for purchase of a new card- take code to add value and keypunch in 7- digit code- a new card will dispense out
- Cards will dispense out with NO VALUE on them

Add value to your laundry card by mail- check or money order payment

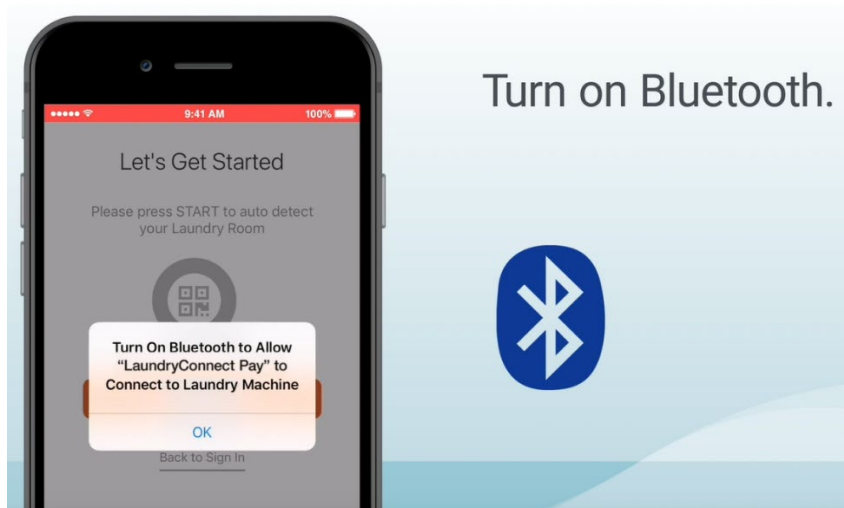
- Mail check or money order to: Automatic laundry service-45 Border Street- Newton MA 02465
Attn: Customer Service- include your laundry card number-phone number-complete address
ALS NOT RESPONSIBLE FOR LOST OR STOLEN CARDS AND WE DO NOT REFUND BALANCES ON CARDS
Call us at (617)969-4340 and press 1 for laundry card pay app issues& press 2 for washer/dryer issues
- Go to our website www.automaticlaundry.com
- E-mail us at services@automaticlaundry.com (washer& dryer issues)
- E-mail us at card@automaticlaundry.com (Laundry card & mobile pay app issues)
- If using mobile pay app you can report a service issue right from the app

LaundryConnect™ Pay

Download the FREE Laundry
Connect Pay app



or scan here ↓



Identify your laundry room

Laundry payconnect will
automatically detect your
laundry room

Your Laundryconnect
pay code is:

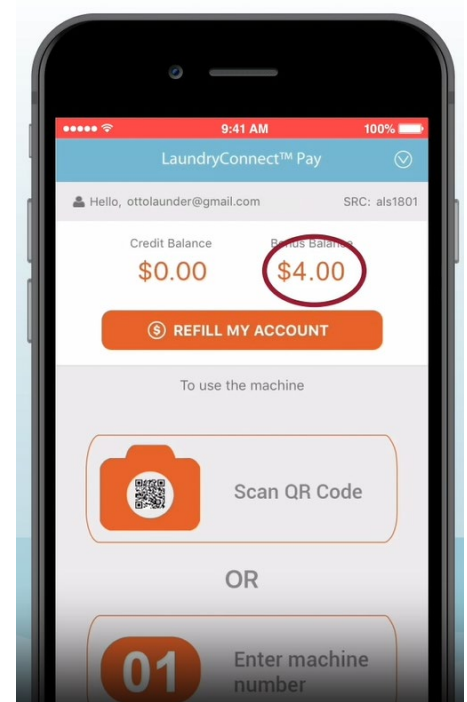
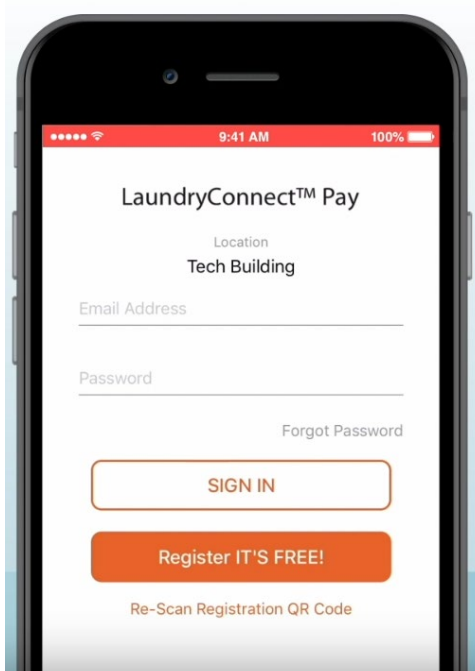
Als1649

If you are not in your laundry
room. Enter the smartphone
registration code

Once the app is launched,
choose the register option if
you do not already have an
account.

Load value with credit or
debit card.

Enter the machine number
or scan the QR code found
on your selected machine
and select OK. Your
machine will start.



LaundryConnect™ Pay

Frequently asked question

Where do I find the app?

Log in to apple app store or google play and search “laundryconnect pay” or scan this qr code



How do I load money into my account?

On the main screen, there is a “refill my account” button. Tap it, log in to your account, enter your payment information, and select an amount to add. The funds are automatically placed in your account.

Is my credit card transaction secure?

Yes. Laundryconnect pay transactions are SSL encrypted by your smartphone when connecting to our PCI-certified transaction host for the latest in transaction security.

Where do I find my account balance?

The account balance is on the main screen, and updated in real time

There is no internet connection. Will my phone still work?

Yes. The phone connects to the machine via bluetooth. As long as you have enough money in your account to start a cycle, you’re ready to go.

FOR PROMT REPAR, PLEASE VISIT automaticlaundry.com THEN SELECT REQUEST SERVICE.

Our website also fetures helpful laundry tips and instructions or call (617)969-4340.



The board and management have placed a policy of Master Insurance effective 10/01/2025 - 10/01/2026. 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 <http://www.assuredpartners.com/reading> or email APNE-WTP-WS-Condo@assuredpartners.com

MASTER POLICY DEFINITION OF COVERED PROPERTY:

The Master Insurance Policy is written on an 'ALL IN/WALLS IN' basis following condominium documents. 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:

The Master Policy deductible is \$50,000 Per Unit with a per occurrence 5% maximum to meet FHFA requirements. We strongly recommend unit owners consult with their insurance provider to be sure they have adequate coverage for their unit and the Master Policy Deductible on their unit policy, 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 insurance agent or company.

HO 6 INDIVIDUAL UNIT OWNERS POLICY:

It is the sole responsibility of each unit owner to ensure 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: <http://www.assuredpartners.com/reading>.

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!

This letter provides a general discussion of coverage and is not intended as a substitute for a careful reading of the policies.

AssuredPartners Northeast LLC 877-977-1898



November 25, 2005

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 regarding 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 compound of the textured ceiling material that is original to the building. These ceilings have a blown-on finish commonly known as pop-corn. According to the definition of the 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 & Associates Inc.

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

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.

INSURANCE PROCEEDS DISTRIBUTION
AGREEMENT AND RELEASE

This agreement is made and release given this day by the undersigned Unit Owner of the Shadowbrook Condominium, Milford, Massachusetts.

In consideration of the payment to me (us) of the below listed sum as the distribution to me (us) of casualty insurance proceeds under the master casualty policy maintained by the Shadowbrook Condominium Trust pursuant to its Trust and/or By-Laws, the receipt of which is acknowledged, I (we) do hereby remise, release and forever discharge the Shadowbrook Condominium Trust, its past, present and future trustees, officers, agents, managers and employees, and their respective predecessors, successors and assigns, of and from all claims, acts, debts, demands, actions, causes of action, suits, dues, sum and sums of money, accounts, reckonings, bonds, specialties, covenants, contracts, controversies, agreements, promises, representations, restitutions, doings, omission, variances, damages, extents, executions and liabilities whatsoever of every name and nature, both in law and in equity, known or unknown, which I (we) now have or ever had in regard to any and all damage, losses and casualties suffered by me (us) as a result of _____ which occurred on or about _____ and any and all repairs undertaken by the Shadowbrook Condominium Trust on account thereof and the processing of a claim therefore under said master casualty policy.

I (we) do further agree to indemnify and hold harmless the Shadowbrook Condominium Trust, its trustees, officers, agents, managers and employees, and their respective predecessors, successors and assigns, upon any claim made in regard thereto by my (our) mortgagee(s) or any other person, firm or entity making claim derivative of me (us), including the payment of any and all attorneys fees incurred by the indemnees in regard thereto.

I do further agree that in such event as I should hereinafter make claim under the master casualty policy maintained by the Shadowbrook Condominium Trust for any damage, loss or casualty occurring subsequent to the aforesaid loss, I shall provide to the said Trust upon demand, proof that I (we) have effectuated repairs to the damage forming the basis of the claim upon which I am hereunder being paid, and that the processing of such a subsequent claim by the Shadowbrook Condominium Trust shall be contingent thereon.

WITNESS my (our) hand(s) and seal(s) this _____ day of _____, 201__.

Unit Owner(s):

Unit No. _____

Name (print)

Amount of Payment: \$ _____

Signature

Name (print)

Signature

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 25th day of March, 2004.

Michael Zibella
Myranda Davidson
[Signature]
[Signature]

AS TRUSTEES OF THE
SHADOWBROOK CONDOMINIUM
TRUST AND NOT INDIVIDUALLY

STATE/Commonwealth of MASSACHUSETTS

Worcester County, ss.

On this 25th day of March, 2004, before me, the undersigned notary public, personally appeared Michael Zibella, Myranda Davidson, Roy Weathersby, and George Faidell, 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: Dwight Johnson

Qualified in the State/Commonwealth of Massachusetts