

*Clearview Heights Condominium Association  
200 Lambert Terrace #87  
Chicopee, MA 01020*

September 8, 2017

To: Unit Owners at Clearview Heights Condominium  
From: The Board of Trustees of the Clearview Heights Condominium Trust

Re: Clearview Heights Condominium Master Insurance Policy

Enclose please find a copy of the Insurance Resolution recently adopted by the Board that is incorporated into the Rules and Regulations of the Condominium. The purpose of this Resolution is to provide the Owners and Trustees with standard operating procedures relating to property insurance claims and repairs in the event of a casualty loss. In addition, the Resolution addresses the “age old” question of “who is responsible for the Association’s deductible.”

As such, please be advised that the Condominium Master Policy deductible is currently \$5,000.00 for most types of losses. Unit Owners should be aware that in the event of property damage to their Unit or Units, the Trust shall not be responsible for the payment of the deductible but rather said Unit Owner or Unit Owner(s) sustaining the property damage shall be responsible for the Master Policy deductible regardless of the cause of the claim.

Therefore, the Board strongly recommends that all Unit Owners obtain their own insurance policies, typically and HO-6 Policy with 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 as well as their personal property. If you presently have insurance coverage for your Unit we suggest providing a copy of this Insurance Resolution to your insurance agent so proper coverage can be obtained.

Paul Lesukoski of Berkshire Insurance Group, who handles our master insurance for the association, will be at a meeting in the Meeting Room on Tuesday, September 26<sup>th</sup> at 6:00 p.m. to answer any of your questions on this matter.

## CLEARVIEW HEIGHTS CONDOMINIUM

### INSURANCE RESOLUTION

We, the undersigned, being a majority of the Board of Trustees of the Clearview Heights Condominium Trust under Declaration of Trust dated January 30, 1989 and recorded with the Hampden County Registry of Deeds in Book 7085, Page 522, 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 VI, Section 6 of said Trust as follows:

1. Master insurance policy: The Condominium shall maintain insurance as required by Article VI, Section 6, of the Trust.
2. The Trustees shall determine the amount of the deductible which is currently \$5,000.00 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.

\*The term Management Agent shall include Trustees if the Association is self-managed at the time of loss.

- 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.

Executed under seal this 2ND day of September, 2017.

MAJORITY OF THE BOARD OF TRUSTEES OF THE CLEARVIEW HEIGHTS CONDOMINIUM TRUST AND NOT INDIVIDUALLY

( Norman J. Muller )  
( NORMAN J. MULLER ) Trustee  
( Karen Burkinshaw )  
( Karen Burkinshaw ) , Trustee  
( Richard J. Lacasse )  
( Richard J. Lacasse ) , Trustee

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN County, ss.

On this 2ND day of SEPTEMBER, 2017, before me, the undersigned notary public, personally appeared NORMAN J. MULLER, KAREN BURKINSHAW and RICHARD J. LACASSE 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 persons whose names are signed above, and acknowledged the foregoing to be signed by them voluntarily for its stated purpose, as Trustees of said Clearview Heights Condominium Trust.

Linda K. McClay

Notary Public

My Commission Expires: November 11, 2022

Print Notary Public's Name: LINDA K. McCLAY

Qualified in the Commonwealth of Massachusetts



INSURANCE PROCEEDS DISTRIBUTION  
**AGREEMENT AND RELEASE**

This agreement is made and release given this day by the undersigned Unit Owner of the Clearview Heights Condominium, Chicopee, 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 Clearview Heights 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 Clearview Heights Condominium Trust, its past, present and future trustees, officers, agents, managers and employees, and their respective predecessors, successors and assigns, of an 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 Clearview Heights 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 Clearview Heights 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 Clearview Heights 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 Clearview Heights Condominium Trust shall be contingent thereon.

WITNESS my (our) hand(s) and seal(s) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Unit Owner(s):

Unit No. \_\_\_\_\_

\_\_\_\_\_  
Name (print)

Amount of Payment: \$ \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Signature