

INSURANCE COVERAGE RESOLUTION

We, the undersigned, being a majority of the Trustees of Town House Estates of Norton created by Declaration of Trust dated December 1, 1980 and recorded with the Land Evidence Records of the Town of Norton, Commonwealth of Massachusetts Island in Book 2065 Page 232 (the "Declaration"), do hereby adopt the following policy resolution to establish orderly procedures relating to property insurance claims, repairs, and deductibles pursuant to the authority set forth in Article V of the Declaration as follows (all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Declaration):

1. The Condominium shall continue to maintain a master policy of property insurance as required by Article V Section 5.8 of the Declaration.
2. The deductible with respect to such property insurance shall be \$10,000.00 (the "Deductible").
3. The Unit Owners shall be responsible for the payment of the Deductible. In connection therewith, the Trustees shall continue to have the right to allocate 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 Association shall not be responsible for the payment of the Deductible, but rather said Unit Owner or Unit Owners shall be responsible for the 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, drapes or other window treatments, or any furniture, furnishings, or other personal property. In addition, it is recommended that each Unit Owner ensure that said insurance provides coverage for the deductible, as well as insuring for liability and all such other coverage as required by the Declaration and which said Unit Owner desires.
 - a. It is suggested that all Unit Owners obtain endorsements to their policy for various coverage 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 agents to provide coverage for the Deductible.
 - b. It is recommended that all Unit Owners review their own insurance coverage with their own insurance agent or insurance advisor.
 - c. Unit Owners who lease their respective Units should also obtain coverage for loss of rent, liability and all other appropriate insurance coverage.
6. If a Unit Owner sustains property damage in amounts less than the 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 Association 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 Unit in excess of the Deductible:
 - a. Damage in excess of the 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 Association 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 Association's insurance agent of the loss. Should immediate repairs need to be made in order to insure the safety of the 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 30 days. These bids are to be submitted to the management agent with a coversheet itemizing the costs and totaling the same. This sheet must contain the Unit Owners signature. If the damage is less than the 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 Association 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 disagreement concerning the amount offered by the insurance company, the final approval of the settlement is with the Trustees and the Unit Owner must abide by their decision; provided, however, that the Trustees may assign the loss to the Unit Owner, in which case approval of the settlement offered shall be with that Unit Owner.
 - 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 Association 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 Association, then the Association may pass the benefit of this early payment to the Unit Owner. The Association will only issue payment of the applicable insurance

proceeds to the Unit Owner upon receipt of a signed release by the Unit Owner.

- g. Final payment will be made when:
 - i. The insurance adjuster has had the opportunity to inspect all repair work if required.
 - ii. The Association has received the final payment from the insurance carrier.
 - iii. The Unit Owner has signed a release.
- 8. The Association 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 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.

THEN

Board of Trustees

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Vice President	Mark Flicop
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05/29/2012