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COMMONWEALTH OF MASSACHUSETTS
THE TRIAL COURT

NORFOLK, ss.

SUPERIOR COURT DEPARTMENT
Civil Action No. 2382CV00389

BETH MATERNA and all others similarly situated,

Plaintiffs,

v.

MARINA BAY RESIDENCES, LLC, BOZZUTO MANAGEMENT CO., and DELANEY BARRETT,

Defendants,

DEFENDANT MARINA BAY RESIDENCES, LLC'S ANSWER AND COUNTERCLAIM TO PLAINTIFF'S THIRD AMENDED CLASS ACTION COMPLAINT

The Defendant, Marina Bay Residences, LLC (hereinafter "**Owner**" or "**Marina Bay**"), files this Answer (the "**Answer**") to the Third Amended Class Action Complaint and Demand for Jury Trial (the "**Complaint**") filed by Plaintiff Beth Materna ("**Plaintiff**"), brought individually and putatively on behalf of all others similarly situated against Marina Bay and Defendants Bozzuto Management Co. ("**Bozzuto**") and Delaney Barrett, and states as follows:

A. PLAINTIFF'S "INTRODUCTION"

The portion of the Complaint entitled "Introduction" purports to characterize this action, constitutes legal conclusions, or both, and thus requires no response. If or to the extent that a response is required, Marina Bay denies any allegations in the "Introduction" other than those alleging that the Property is owned by Marina Bay; consists of 352 units; experienced serious, repeated water intrusions and widespread leaks to the exterior of the Property beginning in 2018

as a result of construction and design defects; and that the repair and remediation project Marina Bay undertook has, at various times, and in varying ways, affected all of the units.[1]

B. RESPONSES

"PARTIES"

1. Marina Bay is without knowledge or sufficient information to form a belief as to the truth of the allegations in Paragraph 1.[2]

2. Marina Bay admits the allegations in Paragraph 2.

3. Marina Bay admits the allegations in Paragraph 3, upon information and belief.

4. Marina Bay is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 4.

5. With respect to Paragraph 5, Marina Bay admits that at all times relevant to the Complaint, it has been in the business of owning, operating, and acting as the landlord of the Property which is known as "Meriel Marina Bay" and is located on the waterfront of the neighborhood known locally as Marina Bay, with a physical address of 550-552 Victory Road, Quincy, Norfolk County, Massachusetts. Marina Bay denies any remaining allegations in Paragraph 5.

6. With respect to Paragraph 6, Marina Bay admits that Delaney Barrett was and, upon information and belief, remains employed by Bozzuto and that her responsibilities on its behalf involved leasing and management of the Property and interfacing with prospective and current tenants. Marina Bay is without knowledge or information, sufficient to form a belief as to the truth

[1] Unless otherwise defined herein, capitalized terms have the meanings ascribed to them in the Third Amended Complaint.

[2] All references to "Paragraphs" in this Answer refer to the paragraphs in the Complaint.

of the remaining allegations in Paragraph 6 and, on that basis, denies all such allegations.

7. Marina Bay admits the allegations in Paragraph 7.

8. Marina Bay admits the allegations in Paragraph 8.

9. With respect to Paragraph 9, Marina Bay admits that Hines Interests Limited Partnership is a privately held company that operates in the United States and in other countries and was involved in the development of the Property. Marina Bay is without knowledge or information, sufficient to form a belief as to the truth of the remaining allegations of Paragraph 9 and on that basis denies all such allegations.

10. The allegations in Paragraph 10 constitute legal conclusions and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

"JURISDICTION AND VENUE"

11. The allegations in Paragraph 11 constitute legal conclusions and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

12. The allegations in Paragraph 12 constitute legal conclusions and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

13. The allegations in Paragraph 13 constitute legal conclusions and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

14. The allegations in Paragraph 14 constitute legal conclusions and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

"FACTUAL ALLEGATIONS"

15. Marina Bay admits the allegations in Paragraph 15.

16. Marina Bay admits the allegations in Paragraph 16.

17. Marina Bay admits the allegations in Paragraph 17.

18. With respect to Paragraph 18, Marina Bay admits that units at the Property have been marketed and leased to prospective and existing tenants. Because the remaining allegations in Paragraph 18 conflate the roles of Marina Bay, Bozzuto, and Ms. Barrett in connection with the Property and it is impracticable to attempt distinguishing them, Marina Bay denies the remaining allegations in Paragraph 18.

19. With respect to Paragraph 19, Marina Bay admits that water intrusion in various areas of the Property was discovered, generally near the roof edge, air water barriers, flashing, and related wall cladding, and denies the remaining allegations in Paragraph 19.

20. Marina Bay denies the allegations in Paragraph 20 and states that it became aware of some water intrusion in the winter of 2018, and its understanding of the scope of the issue developed over time. Marina Bay further states that the water intrusion and widespread leaks have caused extensive structural damage to portions of the Property and to certain apartment units. The remaining allegations in Paragraph 20 purport to characterize this action, constitute legal conclusions, or both and thus require no response. If or to the extent that a response is required, Marina Bay denies the remaining allegations in Paragraph 20.

21. With respect to Paragraph 21, Marina Bay admits that it investigated the cause of the leaks and determined that the leaks and related water intrusion result from construction and design defects, and otherwise denies the remaining allegations therein.

22. Marina Bay admits the allegations in Paragraph 22.

23. Marina Bay admits the allegations in Paragraph 23.

24. Marina Bay admits the allegations in Paragraph 24.

25. Marina Bay admits the allegations in Paragraph 25.

26. With respect to Paragraph 26, Marina Bay admits that during the course of building

envelope repair in the fall of 2020, microbial growth in certain areas of the Property caused by the water intrusion resulting from construction and design defects was discovered, and that such microbial growth affected materials comprising the building envelope of the Property. Because the remaining allegations in Paragraph 26 conflate the roles of Marina Bay, Bozzuto, and Ms. Barrett in connection with the Property and it is impracticable to attempt distinguishing them, Marina Bay denies the remaining allegations in Paragraph 26.

27. With respect to Paragraph 27, Marina Bay admits that its investigation of the water intrusion issues at the Property came to include independent air sampling, thermal imaging, and moisture readings, and that these investigative measures and others revealed that microbial growth had in fact developed in the areas where work to repair the construction and design defects already was underway, and otherwise denies the remaining allegations therein.

28. With respect to the allegations in Paragraph 28, Marina Bay admits that it subsequently was required to undertake urgent additional repair and remediation work in order to avoid any potential health hazards for residents presented by such microbial growth, and otherwise denies the remaining allegations therein.

29. With respect to the allegations in Paragraph 29, Marina Bay admits that, in or around May 2021, during the performance of repairs to the building envelope at the 27-unit stack of the South Building, it uncovered previously unknown damage to the exterior wall structure to which the balcony is attached, and otherwise denies the remaining allegations therein.

30. Marina Bay admits the allegations in Paragraph 30.

31. With respect to the allegations in Paragraph 31, Marina Bay admits that its subsequent investigation of the structural condition of the balconies uncovered additional previously unknown structural deficiencies, including incomplete fastening at the top and bottom

of wood balcony support posts, and otherwise denies the remaining allegations therein.

32. Marina Bay admits the allegations in Paragraph 32.

33. With respect to Paragraph 33, Marina Bay admits that it engaged design professionals and a contractor to carry out remediation and repairs of the Property involving all exterior facades and replacement of irreparably damaged structural components, that such work was carried out in phases, and that it engaged other consultants to address the substantially more limited water damage to unit interiors and, on those occasions when necessary, microbial growth. Marina Bay otherwise denies the remaining allegations in Paragraph 33.

34. With respect to Paragraph 34, Marina Bay admits that the exterior repair and remediation project began in or around November 2022 and was completed in 2024. Marina Bay otherwise denies the remaining allegations in Paragraph 34.

35. With respect to the allegations in Paragraph 35, Marina Bay denies that the photograph therein is an "exemplar." Marina Bay further states that because the allegations in Paragraph 35 fail to identify the unit at the Property that the image therein purports to depict (the conditions of which unit have now been repaired and remedied), Marina Bay lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 35 and on that basis denies all such allegations.

36. With respect to the allegations in Paragraph 36, Marina Bay denies that the photograph therein is an "exemplar." Marina Bay further states that because the allegations in Paragraph 36 fail to identify the unit at the Property that the image therein purports to depict (the conditions of which unit have now been repaired and remedied), Marina Bay lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 36 and on that basis denies all such allegations.

37. With respect to the allegations in Paragraph 37, Marina Bay denies that the photograph therein is an "exemplar." Marina Bay further states that because the allegations in Paragraph 37 fail to identify the unit at the Property that the image therein purports to depict (the conditions of which unit have now been repaired and remedied), Marina Bay lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 37 and on that basis denies all such allegations.

38. With respect to the allegations in Paragraph 38, Marina Bay denies that the photograph therein is an "exemplar." Marina Bay further states that because the allegations in Paragraph 38 fail to identify the unit at the Property that the image therein purports to depict (the conditions of which unit have now been repaired and remedied), Marina Bay lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 38 and on that basis denies all such allegations.

39. With respect to Paragraph 39, Marina Bay admits that it has engaged appropriately trained and experienced consultants to conduct air tests and other inspections and observations of certain units in the Property; that such tests, inspections, and observations have indicated elevated moisture readings and/or elevated levels of microbial growth relative to outdoor air samples in a small minority of the Property's 352 units and states that any such conditions were quickly remediated. Marina Bay otherwise denies the remaining allegations in Paragraph 39.

40. With respect to Paragraph 40, Marina Bay admits that a handful of violation notices have been received from the municipal health inspector for the City of Quincy, Massachusetts during the time period relevant to the Complaint, which notices have related to different issues, including smoke alarms. Marina Bay otherwise denies the remaining allegations in Paragraph 40.

41. With respect to Paragraph 41, Marina Bay admits that the photograph reflects some

of the work that was performed in one area of the Property in connection with the Property's repair and remediation project, which involved (among other things) replacing the cladding of the building envelope. Marina Bay otherwise denies the remaining allegations in Paragraph 41.

42. Marina Bay lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 42 and on that basis denies all such allegations.

43. The allegations in Paragraph 43 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations and notes that Marina Bay coordinated with its work crews to restrict and limit work hours and thereby limit the impact on residents, and made alternative work spaces available to residents who work from home during work hours.

44. With respect to Paragraph 44, Marina Bay admits that from time to time, the remediation and repair project for the Property temporarily limited certain tenants' access to their balconies, in exchange for which affected tenants received rent concessions. The remaining allegations in Paragraph 44 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

45. With respect to Paragraph 45, Marina Bay admits that the remediation and repair project for the Property has temporarily limited certain tenants' access to certain common areas, in exchange for which affected tenants have received rent concessions but specifically states that the fitness center was only closed for a period of two days. The remaining allegations in Paragraph 45 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

46. With respect to Paragraph 46, Marina Bay admits that every day since its inception

the work involved in the repair and remediation project impacted every one of the units in the Property and the tenants in those units in various ways to different degrees, but not all units or all tenants were impacted for the duration of the project. Marina Bay otherwise denies the allegations in Paragraph 46.

47. The allegations in Paragraph 47 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

48. With respect to Paragraph 48, Marina Bay admits that a limited number of tenants have complained about issues related to water intrusion at the Property. The remaining allegations in Paragraph 48 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

49. Marina Bay denies the allegations in Paragraph 49.

50. Marina Bay denies the allegations in Paragraph 50.

51. Marina Bay denies the allegations in Paragraph 51.

52. Marina Bay denies the allegations in Paragraph 52.

53. With respect to Paragraph 53, Marina Bay denies that it has rejected requests by tenants for rent reductions and/or requests to terminate their leases due to the repair and remediation work at the Property. The remaining allegations in Paragraph 53 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

54. Marina Bay denies the allegations in Paragraph 54.

55. With respect to Paragraph 55, Marina Bay denies that only after the filing of Plaintiff's original complaint and service of the c. 93A demand letters did Marina Bay offer some

residents "minimal rent 'concessions.'" The remaining allegations in Paragraph 55 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

56. Marina Bay denies the allegations in Paragraph 56.

57. With respect to the allegations in Paragraph 57, Marina Bay admits that Unit S338 was occupied by Plaintiff but clarifies that although the effective date of Plaintiff's last lease before she chose to move out of the building was February 2023, Plaintiff's original lease was effective February 15, 2020. The remaining allegations in Paragraph 57 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

58. With respect to the allegations in Paragraph 58, Marina Bay admits that beginning in May 2023 Plaintiff's unit was impacted by exterior staging erected for her Unit's phase of work, work on adjacent units, and the temporary closing of Plaintiff's balcony in preparation for phased work.. Further answering, Plaintiff reported no damage or leaks to her Unit, and submitted no work orders for her Unit. A post-move-out moisture inspection revealed no issues or other findings. The remaining allegations in Paragraph 58 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

59. With respect to Paragraph 59, Marina Bay admits that the standard lease for units at the Property obligates the landlord thereunder to comply with applicable federal, state and local health and safety laws. The remaining allegations in Paragraph 59 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

60. With respect to the allegations in Paragraph 60, Marina Bay admits that it is the owner of the Property and that management of certain operations for the Property is provided by Bozzuto, for which Ms. Barrett is an employee. Because the remaining allegations in Paragraph 60 conflate the roles of Marina Bay, Bozzuto, and Ms. Barrett in connection with the Property and it is impracticable to attempt distinguishing them, Marina Bay denies the remaining allegations in Paragraph 60.

61. Marina Bay denies the allegations in Paragraph 61.

62. Marina Bay denies the allegations in Paragraph 62.

63. The allegations in Paragraph 63 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

64. The allegations in Paragraph 64 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

65. The allegations in Paragraph 65 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

66. Marina Bay denies the factual allegations in Paragraph 66. The remaining allegations in Paragraph 66 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

67. The allegations in Paragraph 67 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required,

Marina Bay denies such allegations.

68. Marina Bay lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 68 about if or when Plaintiff or any members of the putative class came to have any knowledge alleged in this paragraph, and otherwise denies the allegations in Paragraph 68.

69. The allegations in Paragraph 69 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

70. The allegations in Paragraph 70 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

71. The allegations in Paragraph 71 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

72. The allegations in Paragraph 72 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

73. With respect to the allegations in Paragraph 73, Marina Bay admits that Plaintiff purports to bring this class action on behalf of herself and all other similarly situated current and former residents of the Property, but denies that class treatment of Plaintiff's claims is necessary or appropriate, and denies that Plaintiff is an adequate representative of any putative plaintiff class.

74. The allegations in Paragraph 74 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required,

Marina Bay denies such allegations.

75. The allegations in Paragraph 75 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

76. The allegations in Paragraph 76 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

77. The allegations in Paragraph 77 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

78. The allegations in Paragraph 78 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

79. The allegations in Paragraph 79 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

80. The allegations in Paragraph 80 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

81. The allegations in Paragraph 81 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

"COUNT I
BREACH OF CONTRACT

DEFENDANTS MBR AND BMC"

82. With respect to Paragraph 82, Marina Bay incorporates by reference its answers to the allegations set forth above.

83. With respect to Paragraph 83, Marina Bay admits that Plaintiff purports to bring this action as a class action and attempts to define a putative class. Marina Bay denies the remaining allegations in Paragraph 86.

84. The allegations in Paragraph 84 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

85. Marina Bay denies the allegations in Paragraph 85.

86. Marina Bay denies the allegations in Paragraph 86.

87. The allegations in Paragraph 87 and the request for relief in Count I purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

"COUNT II
BREACH OF WARRANTY OF HABITABILITY
DEFENDANTS MBR AND BMC"

88. With respect to Paragraph 88, Marina Bay incorporates by reference its answers to the allegations set forth above.

89. The allegations in Paragraph 89 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

90. Marina Bay denies the allegations in Paragraph 90.

91. Marina Bay denies the allegations in Paragraph 91.

92. Marina Bay denies the allegations in Paragraph 92.

93. The allegations in Paragraph 93 and the request for relief in Count II purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

"COUNT III
VIOLATION OF M.G.L.C. 186, § 14
DEFENDANTS MBR and BMC"

94. With respect to Paragraph 94, Marina Bay incorporates by reference its answers to the allegations set forth above.

95. Marina Bay denies the allegations in Paragraph 95.

96. Marina Bay denies the allegations in Paragraph 96.

97. The allegations in Paragraph 97 and the request for relief in Count III purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

"COUNT IV
NEGLIGENT MISREPRESENTATION
DEFENDANTS MBR, BMC and DELANEY BARRETT"

98. With respect to Paragraph 98, Marina Bay incorporates by reference its answers to the allegations set forth above.

99. With respect to the allegations in Paragraph 99, Marina Bay admits that it is the owner of the Property and that management of certain operations for the Property is provided by Bozzuto, for which Ms. Barrett is an employee. Because the remaining allegations in Paragraph 99 conflate the roles of Marina Bay, Bozzuto, and Ms. Barrett in connection with the Property and it is impracticable to attempt distinguishing them, Marina Bay denies the remaining allegations in Paragraph 99.

100. Marina Bay denies the allegations in Paragraph 100.

101. Marina Bay denies the allegations in Paragraph 101.

102. Marina Bay is without knowledge or information, sufficient to form a belief as to the truth of the allegations of Paragraph 102.

103. With respect to the allegations in Paragraph 103, Marina Bay admits that Plaintiff's balcony was closed in May 2023, shortly before Plaintiff chose to move out of the Property. . The remaining allegations in Paragraph 103 purport to characterize Plaintiff's state of mind and thus requires no response. To the extent further response is required, Marina Bay denies such allegations.

104. The allegations in Paragraph 104 purport to characterize Plaintiff's state of mind and thus requires no response. To the extent further response is required, Marina Bay denies such allegations.

105. Marina Bay denies the allegations in Paragraph 105.

106. Marina Bay denies the allegations in Paragraph 106.

107. The allegations in Paragraph 107 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

108. The allegations in Paragraph 108 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

109. The allegations in Paragraph 109 and the request for relief in Count IV purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

"COUNT V
INTENTIONAL/FRAUDULENT MISREPRESENTATION
DEFENDANTS MBR, BMC and DELANEY BARRETT"

110. With respect to Paragraph 110, Marina Bay incorporates by reference its answers to the allegations set forth above.

111. With respect to the allegations in Paragraph 111, Marina Bay admits that it is the owner of the Property and that management of certain operations for the Property is provided by Bozzuto, for which Ms. Barrett is an employee. Because the remaining allegations in Paragraph 111 conflate the roles of Marina Bay, Bozzuto, and Ms. Barrett in connection with the Property and it is impracticable to attempt distinguishing them, Marina Bay denies the remaining allegations in Paragraph 109.

112. Marina Bay denies the allegations in Paragraph 112.

113. Marina Bay denies the allegations in Paragraph 113.

114. The allegations in Paragraph 114 purport to characterize Plaintiff's state of mind and thus requires no response. To the extent further response is required, Marina Bay denies such allegations.

115. With respect to the allegations in Paragraph 115, Marina Bay admits that Plaintiff's balcony was closed in May 2023, shortly before Plaintiff chose to move out of the Property. The remaining allegations in Paragraph 115 purport to characterize Plaintiff's state of mind and thus requires no response. To the extent further response is required, Marina Bay denies such allegations.

116. The allegations in Paragraph 116 purport to characterize Plaintiff's state of mind and thus requires no response. To the extent further response is required, Marina Bay denies such allegations.

117. Marina Bay denies the allegations in Paragraph 117.

118. Marina Bay denies the allegations in Paragraph 118.

119. Marina Bay denies the allegations in Paragraph 119.

120. The allegations in Paragraph 120 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

121. Marina Bay denies the allegations in Paragraph 121.

122. Marina Bay denies the allegations in Paragraph 122.

123. The allegations in Paragraph 123 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

124. The allegations in Paragraph 124 and the request for relief in Count V purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

"COUNT VI
NUISANCE
DEFENDANTS MBR and BMC"

125. With respect to Paragraph 125, Marina Bay incorporates by reference its answers to the allegations set forth above.

126. Marina Bay denies the allegations in Paragraph 126.

127. The allegations in Paragraph 127 and the request for relief in Count VI purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

"COUNT VII
TENANT REPRISAL/RETALIATION – G.L. c. 186, § 18

DEFENDANTS MBR and BMC"

128. With respect to Paragraph 128, Marina Bay incorporates by reference its answers to the allegations set forth above.

129. With respect to Paragraph 129, Marina Bay admits that, on or about May 5, 2023, a former Plaintiff on behalf of himself and the putative class notified Marina Bay that he is seeking legal redress against Marina Bay, Bozzuto, and Ms. Barrett. The remaining allegations of Paragraph 129 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

130. Marina Bay denies the allegations in Paragraph 130.

131. The allegations of Paragraph 131 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

132. The allegations in Paragraph 132 and the request for relief in Count VII purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

"COUNT VIII
M.G.L. c 93A VIOLATIONS
DEFENDANTS MBR and BMC"

133. With respect to Paragraph 133, Marina Bay incorporates by reference its answers to the allegations set forth above.

134. With respect to the allegations in Paragraph 134, Marina Bay admits that it is the owner of the Property and that management of certain operations for the Property is provided by Bozzuto, for which Ms. Barrett is an employee. Because the remaining allegations in Paragraph 134 conflate the roles of Marina Bay, Bozzuto, and Ms. Barrett in connection with the Property

and it is impracticable to attempt distinguishing them, Marina Bay denies the remaining allegations in Paragraph 134.

135. The allegations of Paragraph 135 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

136. The allegations of Paragraph 136 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

137. The allegations of Paragraph 137 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

138. The allegations of Paragraph 138 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

139. The allegations in Paragraph 139 and the request for relief in Count IX purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

"COUNT IX
DECLARATORY JUDGMENT"

140. With respect to Paragraph 140, Marina Bay incorporates by reference its answers to the allegations set forth above.

141. The allegations in Paragraph 141 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

142. The allegations in Paragraph 142 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

"PRAYERS FOR RELIEF"

Plaintiff's prayers for relief do not require a response; but insofar as a response is deemed necessary, Marina Bay denies that Plaintiff or the putative class are entitled to any of the relief sought under any of the claims asserted in the Complaint, or any relief whatsoever.

"JURY DEMAND"

Plaintiff's demand for a trial by jury does not require a response.

C. ADDITIONAL DEFENSES

143. Plaintiff and/or the putative class lack standing to assert these claims.

144. Plaintiff and/or the putative class fail to state a claim upon which relief may be granted.

145. Plaintiff's and/or the putative class's non-contractual claims are barred, in whole or in part, by the economic loss rule.

146. Plaintiff's and/or the putative class's fraud claims are barred in whole or in part because they fail to allege fraud with sufficient particularity as required under Rule 9(b) of the Massachusetts Rules of Civil Procedure, which requires that averments of fraud must be stated with particularity.

147. Plaintiff's and/or the putative class's claims for fraud and/or negligent misrepresentation are barred because Plaintiff and/or the putative class members did not justifiably rely to their detriment on any alleged misrepresentations by any or all of Marina Bay, Bozzuto, and/or Ms. Barrett.

148. Plaintiff's and/or the putative class's claims for fraud and/or negligent misrepresentation are barred because Plaintiff and/or the putative class members did not justifiably rely to their detriment on any alleged material omissions by any or all of Marina Bay, Bozzuto, and/or Ms. Barrett of information that any or all of them had a duty to disclose.

149. Plaintiff and/or the putative class are not legally entitled to recover attorneys' fees for some or all of their claims in the Complaint.

150. Plaintiff's and or the putative class's claims should be estopped or otherwise denied because relief would encroach on regulatory and administrative matters and invade the province of the relevant administrative agencies.

151. Plaintiff and/or the putative class did not suffer any injuries or damages.

152. Plaintiff's and/or the putative class's claims are barred or limited by offsets, credits, or unjust enrichment for the benefits any or all of them have received as a result of rent concessions or other consideration furnished by or on behalf of Marina Bay.

153. Plaintiff's and/or the putative class's claims are not appropriate or suitable for class treatment, and they fail to meet the requirements under the Massachusetts Rules of Civil Procedure or other law.

154. To the extent any harm was suffered by Plaintiff and/or members of the putative class in connection with their claims, such harm was caused by the acts of third parties for which Marina Bay cannot be held liable.

155. Plaintiff's and/or the putative class's claims are barred or limited by the doctrines of waiver, laches, acquiescence, estoppel, consent, and/or ratification because, among other things, Plaintiff and/or the members of the putative class agreed or otherwise knowingly and willingly consented to the conditions of the premises on which the Complaint is based.

156. The claims of Plaintiff and/or the putative class are barred or limited by the doctrines of accord and satisfaction, settlement, release, and unclean hands.

157. Plaintiff's and/or the putative class's claims are barred or limited by their failure to reasonably mitigate damages.

158. Marina Bay specifically reserves the right to raise additional defenses as they may become known through the course of further investigation and discovery.

159. By the foregoing additional defenses, affirmative defenses, and/or limitations on recovery, Marina Bay does not assume the burden of proving or disproving any fact, issue, or element of a cause of action where such burden properly belongs to Plaintiff and/or the putative class or any other party, nor does Marina Bay admit of any allegations of Plaintiff and/or the putative class or any other party subsequently joined in this action.

D. COUNTERCLAIM

1. Marina Bay is the owner, operator, and landlord of Meriel Marina Bay, a 352-unit, two-building apartment complex located at 550-552 Victory Road in Quincy (the "Property").

2. On January 11, 2023, after occupying Unit S338 as a tenant since February 15, 2020, Plaintiff executed a revised lease agreement (the "Lease"), extending Plaintiff's tenancy through February 14, 2024. A true and accurate copy of the Lease is attached hereto at **Exhibit A**.

3. Section 10 of the Lease required Plaintiff to make a monthly payment of $3,550 to Marina Bay, including $3,350 for rent, and $200 for two reserved parking spots. Furthermore, Section 6 of the Lease specified that any late payment of rent or use and occupancy expenses would incur an additional $125 charge.

4. Section 7 of the Lease provided that Plaintiff was also responsible for all utility payments, including gas, electric, sewer, and water services, as well as related deposits and any charges, fees, or services on such utilities.

5. The Lease further provided that the failure to pay rent or other amounts owing under the Lease is an event of default.

6. As an amenity offered to its tenants, Marina Bay provided two guest suites, one in the North Building and one in the South Building, which were available for tenants' use at a cost of $600.00 / week and $400 / week respectively . Plaintiff reserved both guest suites for the week of April 13, 2023 but failed to make any payment associated with her use of the guest suites.

7. Plaintiff failed to make any payments—whether for rent, utilities, or otherwise—beginning in April 2023. This nonpayment has persisted through today and has accrued an outstanding balance of $7,080.81.

8. As of the date of this Counterclaim, Plaintiff owes no less than $7,080.81 under the Lease. A true and accurate copy of Plaintiff's resident ledger is attached at **Exhibit B.**

COUNT I
BREACH OF CONTRACT

9. Under the Lease, Plaintiff's tenancy at the Property continued until February 14, 2024.

10. However, on May 20 2023 Plaintiff informed Marina Bay that she had voluntarily vacated her Unity prior to the end of the Lease term. The Lease required Plaintiff to pay Marina Bay $3,550 monthly, including $3,350 for rent, and $200 for two reserved parking spots.

11. Plaintiff was also responsible for all utility payments, including gas, electric, sewer, and water, as well as related deposits and any charges, fees, or services. The Lease imposed a $125 late fee for any overdue payments.

12. The Lease specified that a tenant is in default for failing to pay rent or other amounts due.

13. If a default occurs, the Lease indicated Marina Bay may terminate occupancy with a 14-day written notice for non-payment of rent or a 7-day notice for any other Lease violation.

14. Plaintiff breached the Lease by missing two (2) rent, parking, and utility payments, and incurring separate late fees.

15. Plaintiff has also defaulted under the Lease by failing to pay for the use of each of two guest suites offered by Marina Bay as a tenant amenity, which Plaintiff reserved for the week of April 13, 2023. Plaintiff has failed to cure the defaults and remains in breach of the Lease.

16. As of the date of this Counterclaim, Marina Bay has incurred no less than **$7,080.81** in damages due to Plaintiff's breach, with additional late charges continuing to accrue.

E. CONCLUSION & PRAYER

WHEREFORE, having fully answered all allegations contained in the Complaint, Defendant Marina Bay Residences, LLC prays that:

a. Plaintiff takes nothing by her Complaint;

b. Plaintiff's claims be dismissed with prejudice without cost to Defendant Marina Bay Residences, LLC;

c. Marina Bay Residences, LLC be awarded the full amount owed by Plaintiff as of the date of decision in this case;

d. Marina Bay Residences, LLC be awarded its costs and attorneys' fees as provided by law and the terms of the Lease; and

e. Marina Bay Residence, LLC be granted such other and further relief, at law or in equity as the Court deems appropriate.

Respectfully submitted,

MARINA BAY RESIDENCES, LLC,

By its attorneys,

/s/ Kate Moran Carter
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Kate Moran Carter, BBO# 663202
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- and -

/s/ Gregory P. Sapire
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Austin, TX 78746
gsapire@maynardnexsen.com
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Dated: September 29, 2025

CERTIFICATE OF SERVICE

I, Kate Moran Carter, certify that on this 29th day of September, 2025, I caused a true and accurate copy of the foregoing document upon all counsel of record by electronic mail:

Jonathan D. Sweet, Esq.
Keches Law Group P.C.
jsweet@kecheslaw.com

Kenneth D. Quat, Esq.
Quat Law Offices
kquat@quatlaw.com
Attorney for Beth Materna, et al.

Ted Papadopoulos, Esq.
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AND

James Bragdon, Esq.
Sangeetha Kannan, Esq.
Gallagher Evelius & Jones LLP
jbragdon@gejlaw.com
skannan@gejlaw.com

Counsel for Bozzuto Management Co. and Delaney Barrett

/s/ Kate Moran Carter
Kate Moran Carter

EXHIBIT A

APARTMENT LEASE CONTRACT

Date of Lease Contract: January 11, 2023
(when the Lease Contract is filled out)

This is a binding document. Read carefully before signing.

Moving In—General Information

1. **PARTIES.** This Lease Contract is between *you*, the resident(s) *(list all people signing the Lease Contract)*:

Beth Louise Materna

and *us*, the owner: Marina Bay Residences, LLC

(name of apartment community or title holder). You've agreed to rent Apartment No. S338 at 552 Victory Road *(street address)* in Quincy *(city)*, Massachusetts, 02171 *(zip code)* (the "apartment" or the "premises") for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors' in interest or assigns). Written or electronic notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached. Unless otherwise agreed to by both parties in writing, all residents listed shall use the apartment as their primary residence during the term of the Lease.

2. **OCCUPANTS.** The apartment will be occupied only by you and *(list all other occupants who are under 18 and not required to sign the Lease)*:

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 2 consecutive days without our prior written consent, and no more than twice that many days in any one month. *If the previous space isn't filled in, two days per month is the limit.*

3. **LEASE TERM.** The initial term of the Lease Contract begins on the 15th day of February, 2023, and ends at 11:59 p.m. the 14th day of February, 2024.

Renewal. Unless the landlord serves a notice of non-renewal at least thirty (30) days prior to the expiration of the initial term, OR the tenant serves a notice to vacate at least sixty (60) days prior to the expiration of the initial term, this Lease Contract will automatically renew on *(check one)*:

☒ a month-to-month basis ("Extended Term"), terminable upon thirty (30) days written notice as required by paragraph 38 (Move-Out Notice). The monthly rental rate for any Extended Term will be the market rate (as indicated in the renewal offer that we provide to you) for a comparable apartment in the development plus a month-to-month premium of 600.00.

☐ successive terms of _____ months ("Extended Term"), unless the landlord serves a notice of non-renewal at least thirty (30) days prior to the expiration of any successive term, OR the tenant serves a notice to vacate at least sixty (60) days prior to the expiration of any successive term. The monthly rental rate for the Extended Term will be the market rate (as indicated in the renewal offer that we provide to you) for a comparable apartment in the development plus a month-to-month premium of _____.

4. **SECURITY DEPOSIT.** Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is $ 0.00, due on or before the date this Lease Contract is signed. If we request the last month's rent from you along with the security deposit, we will comply with the requirements of G.L. c. 186 § 15B (2). See paragraphs 43 (Security Deposit, Deductions and Other Charges) and 44 (Deposit Return, Surrender and Abandonment) for security deposit return information.

5. **KEYS.** You will be provided _____ apartment key(s), _____ mailbox key(s), _____ FOB(s), and/or _____ other access device(s) for access to the building and amenities at no additional cost at move-in. If the key, FOB, or other access device is lost or becomes damaged during your tenancy or is not returned or is returned damaged when you move out, you will be responsible for the costs for the replacement and/or repair of the same.

☐ *(check if applicable)* Each person who is 18 years of age or older AND listed as a resident on the lease will be given a FOB for access to the building and amenities, at no cost to use during his or her tenancy. If the FOB is lost, stolen or damaged a fee will be charged for a replacement. If the FOB is not returned or is returned damaged when you move out, there may be a deduction from the security deposit or damage charge for the replacement and/or repair of same.

6. **RENT AND CHARGES.** Unless modified by addenda, you will pay $ 3550.00 per month for rent, payable in advance and without demand:

☒ at the on-site manager's office, or
☒ at our online payment site, or
☒ at Rent Drop Box

Prorated rent of $ 1775.00 is due for the remainder of the partial month of the Lease Term upon execution of this Apartment Lease Contract. Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, you hereby authorize us to convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted if the payment/ACH is rejected, does not clear, or is stopped for any reason. If you don't pay all rent on or before thirty (30) days after the first (1st) day of the month, you'll pay a late charge. Your late charge will be *(check one)* ☐ a flat rate of $ 125.00 or ☐ _____ % of your current monthly rent as stated in paragraph 6 of this Lease Contract. You'll also pay a charge of $ 75.00 for each returned check or rejected electronic payment. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized. We'll also have all other remedies for such violation. Notwithstanding any memo or reference on payments remitted by you, we may, but are not required to, apply payments by you to the oldest outstanding amount(s) due on your resident ledger. All payment obligations under this Lease Contract shall constitute rent under this Lease Contract.

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7. **UTILITIES.** We'll pay for the following items, if checked:
☐ gas ☐ electricity ☐ master antenna ☒ trash
☐ cable TV ☐ heat ☐ water
☐ other _____

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities and are responsible for transferring those utilities into your name upon your possession. However, we will pay for all utilities we are required to pay for under Massachusetts law, unless this Lease Contract provides otherwise. You must not allow utilities to be disconnected for any reason—including disconnection for not paying your bills—until the lease term or renewal period ends. Cable channels that are provided may be changed during the Lease Contract term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. You must not misuse, or otherwise excessively use (as determined in our discretion), any electrical outlets or other utilities provided by us in the common areas. If your electricity is ever interrupted, you must use only battery-powered lighting. If water/sewer utilities are sub-metered for the apartment, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance. If you fail to remit payment for utilities we may, but are not required to, pay for said utilities and charge you accordingly for the same, which amounts shall constitute "additional rent."

8. **INSURANCE.** Except as required by state law, we do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless due to owner's omission, fault, negligence, or misconduct.

In addition, we urge all residents, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

Additionally, you are *[check one]* ☒ required to purchase personal liability insurance ☐ not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions, may be a breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law. If you are required to purchase personal liability insurance you must provide evidence of coverage at lease inception, and must confirm an active policy upon request by owner at any time during the term of the Lease. SUBJECT TO APPLICABLE LAW, THE LANDLORD WILL PROVIDE INSURANCE FOR UP TO $750 IN BENEFITS TO COVER THE ACTUAL COSTS OF RELOCATION OF THE TENANT IF DISPLACED BY FIRE OR DAMAGE RESULTING FROM FIRE.

9. **LOCKS AND LATCHES/SECURITY DEVICES.** Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done before you move into your apartment.

You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with those requests, but you must pay for them, unless otherwise provided by law.

Payment for Rekeying, Repairs, Etc. You must pay for all repairs or replacements arising from loss, misuse or damage to devices by you or your occupants, or guests during your occupancy. You may be required to pay the aforementioned costs in advance in the event of: multiple requests for replacement and/or repair of devices; or if you are delinquent in reimbursement for previously repaired/replaced devices. Otherwise, you must pay immediately after the work is completed.

Special Provisions and "What If" Clauses

10. **SPECIAL PROVISIONS.** The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.

Rent $3350; Parking $200 (for 2 cars)

See any additional special provisions.

11. **DAMAGES AND REIMBURSEMENT.** You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to a violation of the Lease Contract or rules, improper use, negligence, or intentional conduct by you or your invitees, guests or occupants unless it is caused by our omission, fault, negligence or misconduct. Unless the damage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following that result from you or your invitees', guests', or occupants' negligence or intentional acts: (1) damage to doors, windows, screens, appliances, walls, floors, and/or any other equipment/fixture that is provided in the apartment home (or anywhere else in the building/development) that is the property of the owner; (2) damage from windows or doors left open; and/or (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

12. **RENT INCREASES AND LEASE CONTRACT CHANGES.** No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10 (Special Provisions), by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 15 (Community Policies or Rules).

13. **DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay unless it is due to our omission, fault, negligence, misconduct or any other reason outside of our reasonable control. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.

(1) If we give written notice to any of you when or after the initial term as set forth in paragraph 3 (Lease Term)—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.

(2) If we give written notice to any of you before the initial term as set forth in paragraph 3 (Lease Term) and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in paragraph 3 (Lease Term) for all purposes. This new date may not be moved to an earlier date unless we and you agree.

14. **DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

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15. COMMUNITY POLICIES OR RULES. You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.

16. LIMITATIONS ON CONDUCT. The apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances or any trash addendums, if applicable. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in or near pools and all common areas. You, your occupants, or guests may not, anywhere in the apartment community: use candles or use kerosene lamps without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes and we assent in writing to the proposed business operation. This Lease is for residential purposes only. You acknowledge that those signing the Lease will use it as their primary residence, unless otherwise agreed to by contemporaneous writing signed by both parties. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas.

We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community. Unless your guests/invitees are going to and/or coming from your apartment home, you are expected to accompany them at all times while they are in the property's amenity areas.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you. Any such activity or designation shall be deemed a material violation of this agreement.

17. PROHIBITED CONDUCT. You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; engaging in any criminal activity at or near the development regardless of whether an arrest or conviction occurs as a result of said conduct; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us to others or violating any Federal, state, or local law, or ordinance.

18. PARKING. We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Motorcycles or motorized bikes may not be parked inside an apartment unit or on sidewalks, under stairwells, or in handicapped parking areas. We may have unauthorized or illegally parked vehicles towed as allowed by state statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

(1) has a flat tire or other condition rendering it inoperable; or
(2) is on jacks, blocks or has wheel(s) missing; or
(3) has no current license plate or no current registration and/or inspection sticker; or
(4) takes up more than one parking space; or
(5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
(6) is parked in a marked handicap space without the legally required handicap insignia; or
(7) is parked in space marked for manager, staff, or guest at the office; or
(8) blocks another vehicle from exiting; or
(9) is parked in a fire lane or designated "no parking" area; or
(10) is parked in a space marked for other resident(s) or unit(s); or
(11) is parked on the grass, sidewalk, or patio; or
(12) blocks garbage trucks from access to a dumpster; or
(13) is not moved from any area in the development, authorized or unauthorized, following written notice by management that said vehicle must be moved for snow removal and/or other requisite purpose in our sole discretion; or
(14) belongs to a resident and is parked in a visitor or retail parking space.

19. RELEASE OF RESIDENT. Unless allowed by this Lease Contract, Federal or Massachusetts law, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

20. MILITARY PERSONNEL CLAUSE. All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member's Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

21. RESIDENT SAFETY AND PROPERTY LOSS. You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of stoves, appliances, sinks, toilets, smoke detectors and carbon monoxide detectors, keyed deadbolt locks, keyless bolting devices, window latches, and access control devices.

Smoke Detectors and Carbon Monoxide Detectors. We'll furnish smoke detectors and carbon monoxide detectors as required by statute, we'll test them and provide working batteries when you first take possession. You must immediately report smoke detector and/or carbon monoxide detector malfunctions to us. Neither you nor others may disable smoke detectors and/or carbon monoxide detectors. If you damage or disable the smoke detector and/or carbon monoxide detector or remove a battery without replacing it with a working battery, you may be liable to us for actual damages and attorney's fees. If you disable or damage the smoke detector and/or carbon monoxide detector, or fail to report malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke, or water, unless due to Ownership's own neglect, misconduct, fault or omission.

Casualty Loss. We're not liable to any resident, guest, or occupant for damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities, theft, or vandalism unless due to our omission, fault, negligence or misconduct. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your unit). If the pipes freeze, burst, or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and others' property. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for these services.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, suspected criminal activity, or other emergency involving imminent harm. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security unless required by applicable law. If we provide any

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access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. If video surveillance is provided/present at the property, you understand that it is for our purpose(s) only, not monitored at all times, and may not provide recording(s) to which you are entitled. You agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You also must furnish us with the law-enforcement agency's incident report number upon request.

22. **CONDITION OF THE PREMISES AND ALTERATIONS.** You have inspected the apartment, fixtures, and furniture and agree that they are free of any defects, including defects materially affecting the health or safety of ordinary persons. You will be given an Apartment Condition Statement on or before move-in. Within 15 days after move-in, you must sign and note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment, but we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

23. **REQUESTS, REPAIRS, AND MALFUNCTIONS.** IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE TENANT/MAINTENANCE PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; mold; electrical problems; malfunctioning lights; broken or missing locks or latches; the presence of bugs, insects, vermin, or other pests; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are normally not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible. We'll act with customary diligence to make repairs and reconnections. Rent will not abate in whole or in part, except as allowed by state law.

If fire or catastrophic damage substantially destroys the apartment, or repair is beyond reason we may terminate your tenancy within a reasonable time by giving you written notice. If your tenancy is so terminated, we'll refund prorated rent and all deposits, less lawful deductions. If there is damage to, and/or infestation of, the apartment that requires necessary repair(s) and/or remediation that, in our vendor(s) professional opinion necessitates you temporarily vacating the apartment home, you understand that you shall so vacate upon reasonable written notice. Unless caused by our omission, fault, negligence, or wrongdoing, you will be responsible for relocation except as may be required by law.

24. **ANIMALS.** Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've so authorized in writing. You must remove an illegal or unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional rent. We will authorize an assistance animal for a disabled person. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal, we may require you to execute a separate animal and/or assistance animal addendum. Animal rent will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. Any animal must comply with the rules and regulations of the community and shall not disturb other resident's quiet enjoyment of their apartment or the community or otherwise interfere with the management of the community. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing. We may remove an unauthorized animal by following the procedures of paragraph 29 (Default by Resident).

25. **WHEN WE MAY ENTER.** If you or any guest or occupant is present, then repairers, servicers, contractors, our representatives, and/or mortgage lenders (or their agents), may peacefully enter the apartment home at reasonable times and not with less than 24 hours notice for the purpose of inspecting the apartment, making repairs, verifying compliance with this Lease Contract, or showing the apartment to prospective residents (after move-out or vacate notice has been given). If nobody is in the apartment after the 24 hour notice has been provided, then the aforementioned persons may enter peacefully and at reasonable times, and will leave written notice of their entry in a conspicuous place in the apartment. Notwithstanding anything to the contrary contained herein, we may enter the apartment home with "knock-notice" only in the event of an emergency related to fire, water, structure, electrical, or personal safety.

26. **JOINT AND SEVERAL RESPONSIBILITY.** Each resident is jointly and severally liable for all Lease Contract obligations. If you or any guest or occupant violate(s) the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident of your apartment constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of termination of your tenancy, repair requests, and entry permissions) constitute notice from all residents. In eviction suits, each resident hereby appoints all other residents of your apartment as an agent authorized to receive notices and service of process. Security deposit refunds may be by one check jointly payable to all residents; the check and any deduction itemizations may be mailed to one resident only.

27. **REPLACEMENTS AND SUBLETTING.** Subletting or assignment is never allowed. If we allow you to replace a resident, the new resident and all remaining residents will need to execute a new lease contract or execute the appropriate Lease Contract Amendment to Add or Change a Roommate During Lease Term. The departing resident will no longer have a right to occupancy but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing.

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Responsibilities of Owner and Resident

28. RESPONSIBILITIES OF OWNER. Subject to 105 CMR 410.00, the State Sanitary Code, we'll act with customary diligence to:

(1) keep common areas reasonably clean, subject to paragraph 22 (Condition of the Premises and Alterations);
(2) maintain building fixtures, furniture, hot water, heating and A/C equipment;
(3) comply with applicable federal, state, and local law regarding safety, sanitation, and fair housing; and
(4) make all legally required repairs, notwithstanding your obligation to pay for damages for which you are liable.

29. DEFAULT BY RESIDENT. You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia as defined by Massachusetts law; (6) any illegal drugs or paraphernalia are found in your apartment; (7) you or any guest or occupant engages in any of the prohibited conduct described in Paragraph 17 (Prohibited Conduct); or (8) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government.

Lease Renewal When A Breach or Default Has Occurred. In the event that you enter into a subsequent Lease prior to the expiration of this Lease and you breach or otherwise commit a default under this Lease, we may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. We may terminate said subsequent Lease by sending you written notice of the termination of said subsequent Lease.

Eviction. *If you default, we may end your right of occupancy by giving you a 14 day written notice to vacate in the event that the default is due to your non-payment of rent, or a 7 day written notice to vacate in the event that the default is due to any other provision of this Lease.* Notice may be by: (1) regular mail; (2) personal delivery to any resident; (3) personal delivery at the apartment to any occupant over 16 years old; (4) sliding the notice under the main entry door and into the apartment; or (5) by any other service available under Massachusetts law. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other Lease Contract obligations. After giving notice to vacate or filing an eviction suit, we may still accept use and occupancy charges or other sums due; the filing or acceptance doesn't waive or diminish our right of eviction, or any other contractual or statutory right. If your lease has expired, we reserve the right to evict you even if we continue to accept sums for use and occupancy only.

Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then (1) the use and occupancy monthly rate during the holdover period will be increased by 25% over the then-existing market rent, without notice; (2) you will be liable to us for all use and occupancy charges for the full term of the previously signed Lease Contract of a new resident who cannot occupy because of the holdover—subject to the landlord's duty to re-let or mitigate; and (3) at our option we may extend the Lease Contract term for up to one month by delivering written notice to you or your apartment while you continue to hold over.

Other Remedies. We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10 (Special Provisions), concessions provided in any concession addendum attached to this lease, in addition to any other sums due. Upon your default, we have all legal remedies, including, but not limited to, termination of your tenancy, pursuit of an eviction, and reimbursement for any and all attorney's fees and/or litigation costs/expenses. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). Any and all amounts which remain unpaid for thirty (30) days from the date due shall bear interest at the maximum rate permitted by law, in which event interest shall accrue at the highest amount permitted by law. You shall be responsible for any and all attorney's fees, expenses, or other costs incurred by the Landlord to enforce any provision of this Lease whether related to your conduct, or the conduct of your household member(s), guest(s) and/or invitee(s).

Remedies Cumulative. Any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

Mitigation of Damages. If you move out early, you'll be subject to all remedies. We'll exercise customary diligence to relet and mitigate damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for any sums due including all reletting costs.

General Clauses

30. ENTIRE AGREEMENT. Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us.

31. NO AUTHORITY TO AMEND UNLESS IN WRITING. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.

32. NO WAIVER. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written notice requirements, rental due dates, liens, or other rights isn't a waiver under any circumstances.

33. NOTICE. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax signatures are binding. All notices must be signed.

34. ATTORNEY FEES. In the event that you commence any litigation against us, and you fail to obtain judgment in your favor, you agree to reimburse us for any and all attorney fees and costs that we incur in relation to the defense of such action.

35. MISCELLANEOUS.

A. Exercising one remedy won't constitute an election or waiver of other remedies.
B. All remedies are cumulative.
C. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.
D. This Lease Contract binds subsequent owners.
E. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract.
F. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies.
G. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.
H. All Lease Contract obligations must be performed in the county where the apartment is located.
I. All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

36. CONTACTING YOU. By signing this lease, you are agreeing that we, our representative(s) or agent(s) may contact you. You agree that we may contact you using any contact information relating to your lease including any number (i) you have provided to us, (ii) from which you called us, or (iii) which we obtained and through which we reasonably believe we can reach you. You agree we may use any means to contact you. This may include calls made to your cellular telephone using an automatic telephone dialing system, artificial or prerecorded voice messages, text messages, mail, e-mail,

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and calls to your phone or Voice over Internet Protocol (VoIP) service, or any other data or voice transmission technology. You agree to promptly notify us if you change any contact information you provide to us. You are responsible for any service provider charges as a result of us contacting you.

37. **PAYMENTS.** At our option and without notice, we may apply money received (other than utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than the sub-metered water and sewer charges (if applicable) and monthly rent, as defined in paragraph 6 (Rent and Charges) of this Lease Agreement, are due upon our demand. After the due date, we do not have to accept the rent or any other payments. We reserve the right to accept any amount less than the balance due at any given time and, if we accept a lesser amount, such acceptance will not represent a waiver of any right we have to pursue the outstanding balance.

When Moving Out

38. **MOVE-OUT NOTICE.** Before moving out, either at the end of the lease term, any extension of the lease term, or prior to the end of the lease term, you must give our representative advance written notice of your intention to vacate as required by paragraph 3 (Lease Terms). If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease Contract. You will still be liable for the entire Lease Contract term if you move out early under paragraph 19 (Release of Resident) except if you are able to terminate your tenancy under the statutory rights explained under paragraphs 19 (Release of Resident), or as otherwise provided by Federal and/or Massachusetts Law. All notices to vacate must be in writing and must provide the date by which you intend to vacate. If the notice does not comply with the time requirements of paragraph 3 (Lease Terms), even if you move by the last date in the lease term, you will be responsible for an additional month's rent. If you fail to vacate by the date set forth in your notice, you will automatically and immediately become a holdover tenant pursuant to state law, and we will have all remedies available under this Lease Contract and state law.

39. **MOVE-OUT PROCEDURES.** The move-out date can't be changed unless we and you both agree in writing. You won't move out before the Lease Contract term or renewal period ends unless you continue to pay rent until the conclusion of the lease term or the apartment is relet, which ever occurs first. Early move-out may result in reletting charges under paragraph 29 (Default by Resident). You may not apply any security deposit to rent without the landlord's written consent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the 30-day period for security deposit refund begins. You must give us, in writing, each resident's forwarding address.

40. **OBLIGATION TO REMOVE PERSONAL PROPERTY UPON VACATING.** Resident shall remove any and all personal property from the apartment upon vacating and/or relinquishing possession of same. If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move-out in accordance with paragraph 3 (Lease Term), and we accept such written notice, then you are required to vacate the Apartment and remove all of your personal property therefrom at the expiration of the Lease term, or by the date set forth in the notice to vacate, whichever date is earlier, without further notice or demand from us. In the event that the Resident vacates/abandons the premises leaving any personal property therein, same may be deemed abandoned/trash, and may be discarded by the landlord at the Resident's expense. Cost for removal shall be in addition to any and all other sums due to the landlord pursuant to the Lease.

41. **CLEANING.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges, which shall be deemed property damage for which we will be entitled to seek reimbursement.

42. **MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

43. **SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.** You'll be liable for the following charges, if applicable: unpaid rent; repairs or damages beyond normal wear and tear, water/sewer charges and other amounts provided by law. Your security deposit will be handled pursuant to MGL ch. 186 sec 15B, however we reserve the right to pursue any damages that exceed the amount of the security deposit due to your acts or those of your occupants or guests under applicable law (whether a security deposit is held or not).

44. **DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.** You are required to provide us written notice of your forwarding address, on or before termination of this Lease Contract. We'll mail you, to the forwarding address you provide, your security deposit refund (less lawful deductions) and an itemized accounting of any deductions to the extent required by statute no later than 30 days after surrender, vacating, or abandonment, unless statutes provide otherwise. If you fail to provide us with your forwarding address in writing, as required above, we will process the unclaimed security deposit in accordance with state law. You agree that you will be deemed to have abandoned the apartment if no authorized person(s) appear to be living in the apartment; the majority of furniture, clothing, and other personal belongings have been removed from the apartment home; utilities have been shut off and/or remain unpaid for more than sixty (60) days; and/or we post a notice of abandonment on your apartment door and send you a copy via first class mail and electronic mail, and you fail to respond to the same within seven (7) days.

Severability, Originals and Attachments, and Signatures

45. **SEVERABILITY.** If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

46. **ORIGINALS AND ATTACHMENTS.** This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Apartment Condition Statement is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and hereby incorporated into and made part of the Lease Contract between you and us. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations. A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original.

You are legally bound by this document.
Please read it carefully.

Before submitting a rental application or signing a Lease Contract, you may take a copy of these documents to review and/or consult an attorney.

Additional provisions or changes may be made in the Lease Contract if agreed to in writing by all parties.

Date form is filled out *(same as on top of page 1)*

01/11/2023

A copy of this fully executed Apartment Lease Contract, and all addenda, was provided to the Resident on _____ *(date).*

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Resident or Residents *(all sign below)*

Beth Materna

Address and phone number of owner's representative for notice purposes:

552 Victory Road

Quincy, MA 02171
(617) 459-4040

Name and address of locator service *(if applicable)*

**If this document is electronically signed by resident, the email address used for e-signature shall be utilized to return a counter-signed Lease. Resident acknowledges that they are responsible for viewing/storing/printing the counter-signed lease through the residential portal, attached to the email or otherwise electronically forwarded to resident's account.

Owner or Owner's Representative *(signing on behalf of owner)*

Jessica Munoz

In no event shall any of the provisions of this Lease indemnify, release, or otherwise excuse us from liability arising out of any mistake, fault, negligence or other misconduct of the landlord.

SPECIAL PROVISIONS *(CONTINUED FROM PAGE 2)*

UTILITY ADDENDUM FOR WATER, SEWER, GAS, TRASH AND ELECTRIC SERVICE

This Utility Addendum is incorporated into the Lease Contract (referred to in this addendum as "Lease Contract" or "Lease") dated January 11, 2023 between Marina Bay Residences, LLC

("We") and Beth Louise Materna

("You") of Unit No. S338 located at 552 Victory Road

(street address) in Quincy, MA 02171 and is in addition to all terms and conditions in the Lease. This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

1. Responsibility for payment of utilities will be as indicated below.
   a) **Water** service to your dwelling will be either:
      ☐ paid by you; or
      ☒ paid by you, through an approved sub-meter, to us; or
      ☐ paid by us.
   b) **Sewer** service to your dwelling will be either:
      ☐ paid by you; or
      ☒ paid by you, through an approved sub-meter, to us; or
      ☐ paid by us.
   c) **Gas** service to your dwelling will be either:
      ☒ paid by you; or
      ☐ paid by us.
   d) **Trash** service to your dwelling will be either.(Landlord is responsible for units of 3 or more):
      ☐ paid by you; or
      ☒ paid by us.
   e) **Electric** service to your dwelling will be either:
      ☒ paid by you; or
      ☐ paid by us.
2. You are responsible for transferring those utilities marked to be paid by you (above) into your name upon possession of the Unit. The failure to transfer any utility bill is a material and substantial breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction.
3. You will be charged for the full period of time that you were living in, occupying, or responsible for payment of rent or utility charges on the dwelling. If you breach the Lease, you will be responsible for utility charges for the time period you were obligated to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your dwelling and you shall be subject to eviction proceedings based on a breach of this Lease, which may include a claim for waste damages.
4. We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utility services provided to the dwelling unless such loss or damage was the direct result of negligence, fault, misconduct or omissions by us or our employees. You release us from any and all such claims by a utility company or third party supplier and waive any claims for offset or reduction of rent or diminished rental value of the dwelling due to such outages, interruptions, or fluctuations not caused by us.
5. You agree not to tamper with, adjust, or disconnect any utility metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease and this Utility Addendum.
6. All charges for sub-metered water and sewer service shall be considered part of your rent for purposes under MGL Chapters 186 and 239.
7. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Utility Addendum and will supersede any conflicting provisions of this printed Utility Addendum and/or the Lease Contract.

In the event Resident fails to timely establish gas and electric utility/services (or utilities/services are transferred back to Owner/Agent during the term), Owner/Agent may charge you for all utility/service billed to Resident with respect to the unit and may charge a reasonable administration fee (for each month or part thereof) for billing of the utility/service in an amount not to exceed $40.00 per occurrence. The monthly billing fee identified in paragraph 3, above is for administrative costs associated with the billing of rent and/or utility charges.

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Resident Signature Beth Materne Date 01/31/2023

Resident Signature _____ Date _____

Resident Signature _____ Date _____

Resident Signature _____ Date _____

Resident Signature _____ Date _____

Resident Signature _____ Date _____

Management Jessica Munoz Date 01/31/2023

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MOLD INFORMATION AND PREVENTION ADDENDUM

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this addendum contains important information for you, and responsibilities for both you and us.

1. DWELLING UNIT DESCRIPTION.
Unit. No. S338, 552 Victory Road _____ *(street address)* in Quincy *(city)*, Massachusetts, 02171 *(zip code)*.

2. LEASE CONTRACT DESCRIPTION.
Lease Contract date: January 11, 2023
Owner's name: Marina Bay Residences, LLC

Residents *(list all residents)*:
Beth Louise Materna

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. ABOUT MOLD. Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for a person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.

4. PREVENTING MOLD BEGINS WITH YOU. In order to minimize the potential for mold growth in your dwelling, you must do the following:

- Keep your dwelling clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen *before* you start showering or cooking with open pots. When showering, be sure to keep the shower curtain *inside* the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.
- Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
- Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.
- Keep the thermostat set to automatically circulate air in the event temperatures rise to or above 80 degrees Fahrenheit.

5. IN ORDER TO AVOID MOLD GROWTH, it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
- overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
- leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
- washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
- leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
- insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

6. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON *NON-POROUS* SURFACES (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. **Be sure to follow the instructions on the container.** Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from *porous* items, such as fibers in sofas, chairs, drapes and carpets—

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provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes. If you are unsure of how to treat any non-porous surface, please notify us in writing and we will take appropriate action.

7. **DO NOT CLEAN OR APPLY BIOCIDES TO:** (1) visible mold on *porous surfaces*, such as sheetrock walls or ceilings, or (2) *large areas* of visible mold on *non-porous* surfaces. Instead, notify us in writing, and we will take appropriate action.

8. **COMPLIANCE.** Complying with this addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office or at the phone number shown in your Lease Contract.

   If you fail to comply with this Addendum, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them.

9. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign here)

Beth Materna

Owner or Owner's Representative
(Signs here)

Jessica Munoz

Date of Lease Contract

January 11, 2023

Massachusetts/National Apartment Association Official Form, November 2018
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BED BUG ADDENDUM

Date: January 11, 2023
(when this Addendum is filled out)

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

1. **DWELLING UNIT DESCRIPTION.**
Unit. No. S338, 552 Victory Road *(street address)* in Quincy *(city)*, Massachusetts, 02171 *(zip code)*.

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract date: January 11, 2023
Owner's name: Marina Bay Residences, LLC

Residents *(list all residents)*:
Beth Louise Materna

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. **PURPOSE.** This Addendum modifies the Lease Contract and addresses situations related to bed bugs *(cimex lectularius)* which may be discovered infesting the dwelling or personal property in the dwelling. You understand that we relied on your representations to us in this Addendum. Nothing in this Addendum shall limit the requirements enumerated under the Lease Contract regarding reporting of insects, vermin or other pests, and/or your duty to prevent same in your unit.

4. **INSPECTION AND INFESTATIONS.** BY SIGNING THIS ADDENDUM, YOU REPRESENT THAT:
   - YOU HAVE INSPECTED THE DWELLING PRIOR TO MOVING IN, OR PRIOR TO SIGNING THIS ADDENDUM, AND YOU DID NOT FIND ANY EVIDENCE OF BED BUGS OR A BED BUG INFESTATION;

   OR
   - YOU WILL INSPECT THE DWELLING WITHIN 48 HOURS AFTER MOVING IN, OR WITHIN 48 HOURS AFTER SIGNING THIS ADDENDUM AND WILL NOTIFY US OF ANY BED BUGS OR BED BUG INFESTATIONS.

   You agree that you have read the information provided in this Addendum and that you are not aware of any infestation or presence of bed bugs in your current or previous dwellings, furniture, clothing, personal property, or possessions. You also acknowledge that you have fully disclosed to us any previous bed bug infestations or bed bug issues that you have experienced.

   If you disclose to us a previous experience with bed bug infestations or other bed bug related issues, we can review documentation of the previous treatment(s) and inspect your personal property and possession to confirm the absence of bed bugs.

5. **ACCESS FOR INSPECTION AND PEST TREATMENT.** You must allow us and our pest control agents access to the dwelling at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are not the source or cause of the known infestation. Unless otherwise prohibited by law, you are responsible for and must prepare your unit for treatment and follow all instructions provided by our licensed pest control firm regarding your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so at the time we treated the dwelling. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed bug infestation on your own.

6. **NOTIFICATION.** You must promptly notify us:
   - of any known or suspected bed bug infestation or presence in the dwelling, or in any of your clothing, furniture or personal property.
   - of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the dwelling.
   - if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

7. **COOPERATION.** If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time we treated the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.

8. **RESPONSIBILITIES.** If you, your co-tenants, occupants, invitees or guests are found to be the source of any bed bug infestation, then you may be obligated to the following responsibilities, you may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you vacate your dwelling, you may be responsible for the cost of cleaning and pest control treatments. If we must move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other dwellings.

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9. **TRANSFERS.** If we allow you to transfer to another dwelling in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. You must provide proof of such cleaning and treatment to our satisfaction prior to any transfers.

10. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

You are legally bound by this document. Please read it carefully.

Resident or Residents
(All residents must sign)

Beth Materna

Owner or Owner's Representative
(Signs below)

Jessica Munoz

Date of Signing Addendum
01/31/2023

You are entitled to receive an original of this Addendum after it is fully signed. Keep it in a safe place.

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BED BUGS — A Guide for Rental Housing Residents

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals—their sole food source—the bugs assume a distinctly blood-red hue until digestion is complete.

Bed bugs don't discriminate

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanliness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

Bed bugs don't transmit disease

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

Identifying bed bugs

Bed bugs can often be found in, around and between:

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors

- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.
- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

Preventing bed bug encounters when traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

Bed bug do's and don'ts

- **Do not bring used furniture from unknown sources into your dwelling.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.

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ADDENDUM PROHIBITING SHORT-TERM SUBLETTING OR RENTAL

1. **DWELLING UNIT DESCRIPTION.**
Unit No. S338, 552 Victory Road *(street address)* in Quincy *(city)*, Massachusetts, 02171 *(zip code)*.

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract date: January 11, 2023
Owner's name: Marina Bay Residences, LLC

Residents *(list all residents)*:
Beth Louise Materna

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. **SHORT TERM SUBLEASE OR RENTING PROHIBITED.** Without limiting the prohibition in the Lease on subletting, assignment, and licensing, and without limiting any of our rights or remedies, this Addendum to the Lease further supplements and defines the requirements and prohibitions contained in the Lease Contract between you and us. You are hereby strictly prohibited from subletting, licensing, or renting to any third party, or allowing occupancy by any third party, of all or any portion of the dwelling, whether for an overnight use or duration of any length, without our prior written consent in each instance. This prohibition applies to any temporary stays, overnight stays, or any other stays arranged on Airbnb.com or other similar internet sites. In addition, under no circumstances may any portion of the leased premises be used by a boarder, lodger, or roommate without the prior written consent of the Lessor.

4. **PROHIBITION ON LISTING OR ADVERTISING DWELLING ON OVERNIGHT SUBLETTING OR RENTING WEBSITES.** You agree not to list or advertise the dwelling as being available for short term subletting or rental or occupancy by others on Airbnb.com or similar internet websites. You agree that listing or advertising the dwelling on Airbnb.com or similar internet websites shall be a material violation of this Addendum and a breach of your Lease Contract.

5. **VIOLATION OF LEASE AGREEMENT.** Your Lease Contract allows for use of your dwelling as a private residence only and strictly prohibits conducting any kind of business in, from, or involving your dwelling unless expressly permitted by law. Separately, your Lease Contract prohibits subletting or occupancy by others of the dwelling for any period of time without our prior written consent. Permitting your dwelling to be used for any subletting or rental or occupancy by others (including, without limitation, for a short term), regardless of the value of consideration received or if no consideration is received, is a violation and breach of this Addendum and your Lease Contract.

6. **REMEDY FOR VIOLATION.** Any violation of this Addendum constitutes a material violation of the Lease Contract, and as such we may exercise any default remedies permitted in the Lease Contract, including termination of your tenancy, in accordance with local law. This clause shall not be interpreted to restrict our rights to terminate your tenancy for any lawful reason, or by any lawful method.

7. **RESIDENT LIABILITY.** You are responsible for and shall be held liable for any and all losses, damages, and/or fines that we incur as a result of your violations of the terms of this Addendum or the Lease Contract. Further, you agree you are responsible for and shall be held liable for any and all actions of any person(s) who occupy your dwelling in violation of the terms of this Addendum or the Lease Contract, including, but not limited to, property damage, disturbance of other residents, and violence or attempted violence to another person. In accordance with applicable law, without limiting your liability you agree we shall have the right to collect against any renter's or liability insurance policy maintained by you for any losses or damages that we incur as the result of any violation of the terms of this Addendum.

8. **SEVERABILITY.** If any provision of this Addendum or the Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Addendum while preserving the intent of the parties.

9. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign)

Beth Materna

Owner or Owner's Representative
(Signs below)

Jessica Munoz

Date of Signing Addendum

01/31/2023

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MIXED USE ADDENDUM

1. **DWELLING UNIT DESCRIPTION.**
Unit. No. S338, 552 Victory Road *(street address)* in Quincy *(city)*, Massachusetts, 02171 *(zip code)*.

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract date: January 11, 2023
Owner's name: Marina Bay Residences, LLC

Residents *(list all residents)*:
Beth Louise Materna

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. **PURPOSE OF ADDENDUM.** The purpose of this Addendum is to provide you with notice that the dwelling is located in a mixed-use living environment. The area surrounding the dwelling contains both residences and commercial businesses. These commercial entities will produce certain noises, sounds, and odors up to twenty-four (24) hours a day.

4. **RESIDENT ACKNOWLEDGEMENT.** By signing this Addendum, Resident acknowledges, understands and hereby agrees:

The dwelling is located in the immediate area of commercial businesses, including, but not limited to, bars, nightclubs, restaurants and retail stores. Certain challenges may be associated with living in immediate proximity to such commercial businesses. These challenges may include these businesses emitting, but are not limited to: lights, noises, sounds (including but not limited to music, voices and other forms of entertainment), vibrations, odors and smoke, which may penetrate the walls and floors of the dwelling. Such challenges may occur up to twenty-four (24) hours a day.

5. **RESIDENT DUE DILIGENCE.** Landlord has encouraged resident to research the area around their dwelling. You agree that you were given the opportunity to exercise due diligence by reading this Addendum and researching the area surrounding the dwelling. You acknowledge and understand the risks disclosed herein.

6. **RENTAL AMOUNT CALCULATION.** You have chosen to reside at the dwelling despite any inconveniences such as those disclosed above or any other inconvenience, which may be associated with living in a mixed-use environment. You further agree: You are voluntarily assuming the risks of inconvenience and nuisance related to residing in a dwelling located in a mixed-use area and your leased rental rate reflects acknowledgment by both parties of the mixed use environment.

7. **SEVERABILITY.** If any provision of this addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this addendum or the Lease.

8. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form.

Resident or Residents
(All residents must sign)

Beth Materna

Owner or Owner's Representative
(Signs below)

Jessica Munoz

Date of Signing Addendum

01/31/2023

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PACKAGE ACCEPTANCE ADDENDUM

1. **DWELLING UNIT DESCRIPTION.**
Unit. No. S338, 552 Victory Road
(street address) in Quincy
(city), Massachusetts, 02171 *(zip code)*.

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract date: January 11, 2023
Owner's name: Marina Bay Residences, LLC

Residents *(list all residents)*:
Beth Louise Materna

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. **PURPOSE OF ADDENDUM.** By signing this Addendum, you wish for us to sign for, and to accept, U.S. mail and privately-delivered packages or other items on your behalf, subject to the terms and conditions set forth herein.

4. **PACKAGE ACCEPTANCE.**

A. **Generally.** You hereby authorize us and our agent to accept, on your behalf, any package or item delivered to our on-site management office during disclosed business hours, including but not limited to any package delivered by the U.S. Postal Service or by any private courier service or individual. You also specifically authorize us to sign on your behalf if the person or entity delivering said package or item requires an adult signature prior to delivery, including but not limited to the delivery of certified or registered mail. A photo I.D. is required before any packages will be released. Packages will only be released to verified Residents or approved representatives.

B. **Limitations.** You understand and agree that we may refuse to accept any package for any reason or no reason at all.

5. **TIME LIMITATION.** Due to limited storage space, we must ask that you pick up your package as soon as possible. You also agree that we shall have no duty whatsoever to hold or store any package for more than 5 days after receipt (accordingly, you should notify the management office if you are going to be away from the apartment home and expect to be receiving a package(s)). After said time, you agree that any such package is deemed abandoned and you authorize us to return the package to its original sender.

6. **DUTY OF CARE, INDEMNIFICATION, ASSUMPTION OF RISKS AND WAIVER.** As to any package for which we sign and/or receive on your behalf, you understand and agree that we have no duty to notify you of our receipt of such package, nor do we have any duty to maintain, protect, or deliver said package to you, nor do we have any duty to make said package available to you outside disclosed business hours. Any packages or personal property delivered to us or stored by us shall be at your sole risk, and you assume all risks whatsoever associated with any loss or damage to your packages and personal property. You, your guests, family, invitees, and agents hereby waive any and all claims against us or our agents of any nature regarding or relating to any package or item received by us, including but not limited to, claims for theft, misplacing or damaging any such package, except in the event of our or our agent's negligence, omission, fault or misconduct. You also agree to defend and indemnify us and our agents and hold us both harmless from any and all claims that may be brought by any person relating to any injury sustained relating to or arising from any package that we received on your behalf (staff member act of handling/carrying a package excluded). You also agree to indemnify us and our agents and hold us harmless from any damage caused to us or our agents by any package received by us for you. In the event that the content(s) of a package cause damage to our property, you understand and agree that you are responsible for any and all such damage(s). You also authorize us to throw away or otherwise dispose of any package that we, in our sole discretion, deem to be dangerous, noxious, or in the case of packaged food, spoiled, and waive any claim whatsoever resulting from such disposal.

7. **SEVERABILITY.** If any provision of this Addendum or the Lease Contract is illegal, invalid or unenforceable under any applicable law, then it is the intention of the parties that (a) such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease, (b) the remainder of this Addendum shall not be affected thereby, and (c) it is also the intention of the parties to this Addendum that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Addendum a clause or provision similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

8. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign)

Beth Materna

Owner or Owner's Representative
(Signs below)

Jessica Munoz

Date of Signing Addendum

01/31/2023

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PHOTO, VIDEO, AND STATEMENT RELEASE ADDENDUM

1. **DWELLING UNIT DESCRIPTION.**
Unit. No. S338, 552 Victory Road
(street address) in Quincy
(city), Massachusetts, 02171 *(zip code)*.

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract date: January 11, 2023
Owner's name: Marina Bay Residences, LLC

Residents *(list all residents)*:
Beth Louise Materna

Occupants *(list all occupants)*:

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. **PURPOSE OF ADDENDUM.** By signing this Addendum, you, without payment or other consideration, agree to grant us permission to use your likeness in photographs, videos and/ or other electronic and/or digital reproductions, including voice, in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. For purposes of this addendum, photographs, videos, written comments, statements, and other digital reproductions will hereinafter be collectively referred to as "media."

   A. **CONSENT FOR MINOR OCCUPANTS.** By signing this Addendum, if any minor occupants are named above, you further certify that you are the parent, or legal guardian of the minor occupant(s) named above, and you, without payment or other consideration, agree to grant us permission to use their likeness in photographs, videos and/ or other electronic and/or digital reproductions, including voice, in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. For purposes of this addendum, photographs, videos, written comments, statements, and other digital reproductions will hereinafter be collectively referred to as "media."

4. **PHOTO AND VIDEO RELEASE.** You hereby grant us and our agents and affiliates (collectively, the "Released Parties") permission and a license to take, use, reuse, and publish the likeness of you and any minor occupants in all photographs or other electronic and/or digital media in any and all of our publications, including, without limitation, any website entries, advertising websites, and any other marketing materials. You understand and agree that these materials will become the property of the Released Parties and will not be returned. You agree to irrevocably authorize the Released Parties to edit, alter, copy, exhibit, publish, or distribute this media for any lawful purpose whatsoever including, without limitation, promotional and advertising uses. You waive the right to inspect or approve the finished product, including any written or electronic copy, wherein your likeness appears now or in the future. In addition, you waive any right to payment, royalties, or any other compensation arising or related to the use of the media.

5. **CONSENT TO USE YOUR NAME, LIKENESS, WRITTEN COMMENTS, AND STATEMENTS.** You are expressly agreeing to allow us to post your name, picture, written comments, and statements, and/or the names, pictures, written comments, and statements of any minor occupants in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. You hereby grant the Released Parties permission and a license to use, reproduce, and publish any media on its website, social media platforms, or in other marketing-related materials, whether in electronic or print form.

6. **RELEASE OF LIABILITY.** You hereby release, hold harmless, and forever discharge us from any claims or causes of actions including, without limitation, any and all claims for libel or violation of any right of publicity or privacy, related to our use of the media in any and all of our publications, including any website entries, advertising websites, social media websites, and any other marketing material so long as the claim or cause of action does not result from our intentional misconduct or gross negligence. This consent and release shall be binding upon you and your heirs, legal representatives and assigns.

7. **REVOCATION.** You have the right to revoke your consent to our use of your name, picture, video, voice, written comments, or statements, and/or the name, picture, video, voice, written comments, or statements of any minor occupants, by written notice to us at any time.

8. **RELEASE IS NOT A CONDITION OF TENANCY.** This Release/ Addendum is in no way a "condition" of your tenancy. Rather, you execute this document freely and willingly.

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9. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign)

Beth Materna

Owner or Owner's Representative
(Signs below)

Jessica Munoz

Date of Signing Addendum

01/31/2023

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BOZZUTO

Acknowledgment of Liability Insurance Requirement

As managing agent for Marina Bay Residences, LLC, the "Owner" of Meriel Marina Bay located at 552 Victory Road #S338, Quincy, MA 02171 the "Apartments"), Bozzuto Management Company ("Bozzuto") requires all Lessees to maintain personal liability insurance, or renters' insurance, in the amount of at least $100000.00.

It is the Lessee's responsibility to establish a policy and make all required payments to keep the policy current. Lessee understands that the following should be listed as an Additional Interested Party:

Additional Interested Party
Meriel Marina Bay
P.O. Box 3687
Coppell, TX 75019

Lessee shall provide Bozzuto with proof of coverage and notify Bozzuto at least 30 days prior to any suspension or cancellation of the policy.

Please note that neither Bozzuto's nor the Owner's insurance covers Lessee's possessions if they are damaged or stolen. To obtain coverage for your possessions, we strongly recommend you purchase a policy that includes "contents" coverage.

For the convenience of Lessees, Bozzuto has arranged for a convenient, affordable insurance option for this community through a preferred insurance provider. There is no application, and acceptance is guaranteed for residents of this community.

If Lessee fails to procure renter's insurance and provide property manager with documentation, and/or Lessee's insurance policy is terminated or lapses for any reason during the Lease term, Bozzuto shall retain the right to "force place" the Lessee's apartment for coverage under a master policy procured by the Lessor. Lessee shall be responsible for all premiums and other costs associated with the insurance policy. All such costs shall be considered additional rent under the Lease Agreement. Resident understands and acknowledges that it is within Bozzuto's sole discretion whether or not to schedule Lessee's apartment unit for coverage under a forced-place master insurance policy and nothing contained herein shall require Bozzuto to procure such coverage.

By signing below, I acknowledge that I have arranged for personal liability or renters' insurance coverage for the duration of my lease and that I have listed Bozzuto and the Owner of the Apartments as interested parties on my policy. I further acknowledge that I have provided Bozzuto with proof of personal liability or renters' insurance coverage.

Beth Materna Resident Signature	Resident Signature
Beth Louise Materna Resident (Print Name)	Resident (Print Name)
Resident Signature	Resident Signature
Resident (Print Name)	Resident (Print Name)
Resident Signature	Resident Signature
Resident (Print Name)	Resident (Print Name)

REVISED 6.2019

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BOZZUTO

COMMUNITY POLICIES AND PROCEDURES
ADDENDUM – MASSACHUSETTS

This property is managed by the Bozzuto Management Company ("Management") on behalf of the Owner. It is Management's goal to maintain this property as an outstanding apartment community. In order to promote and maintain this Property, and as a condition of residency, Management has established the following policies. All residents agree to abide by these policies, as they are essential for the comfort and convenience of all community residents. The decision of whether Community Policies and Procedures have been violated shall be made at Management's sole discretion. **A failure by Resident to abide by the Community Policies and Procedures may, at Management's sole discretion, constitute a breach of Lease.** In the event of any contradiction between the terms of this Addendum and any other Addendum or the Lease, this Addendum shall control.

Contacting Management Office:

Phone#: (617) 459-4040

Emergency After Hours Phone #: (617) 459-4040

Email: MerielMarinaBay@bozzuto.com

Other: MerielMarinaBay@bozzuto.com

SERVICE REQUESTS

Management does accept requests made by phone, in-person at the management office or electronically. Upon receipt of a request for service, Management will relay the request to its Maintenance staff. **Any plumbing problem, frozen water line, lack of heat in winter, gas leak or electrical failure should be considered as an emergency, in which case Management should be notified immediately.** Check with Management regarding what HVAC malfunctions are considered emergencies. Please dial the designated emergency number for such occurrences, and our on-call personnel will respond. Any expense incurred as a result of mistreatment of the apartment or common areas will, insofar as necessary, be assessed against the Resident responsible. For your convenience and information, a set of instructions for the operation of appliances and mechanical equipment is available upon request. **If for any reason it should be necessary to call FIRE, RESCUE or POLICE assistance, please call the FIRE, RESCUE or POLICE directly for help rather than calling the Management office. Notify Management immediately after contacting emergency services.**

SERVICE GUARANTEE PROGRAM

Management's Service Guarantee Program guarantees a 24-hour response time to reasonable maintenance requests. The Service Guarantee only ensures that Management will contact Resident within 24 hours of receiving a maintenance request in an effort to start responding promptly. Routine maintenance requests made on weekends or holidays and requests received after 4:00 p.m. on weekdays will be considered to have been placed the following business morning at 9 a.m. Residents have an obligation to contact Management if they receive no response to their maintenance request within twenty-four (24) hours.

Management's response to Resident can be made by phone, email, letter or a note hand-delivered or left at Resident's apartment or mail-box. If Management does not contact Resident within 24 hours of receiving a maintenance request, Resident will receive a one (1) day's rent abatement until Management contacts Resident. This rent abatement will be deducted from the following month's rent. However, the rent abatement will not apply if 1. Management has not actually received the request or, 2. Resident has made no follow-up contact within twenty-four (24) hours.

This Service Guarantee includes routine repairs to appliances, plumbing, smoke alarms, ceiling fans, heating and air conditioning, outside lighting, and any other routine repairs. Priority service will be given to repairs of a serious nature, i.e., electric outages, loss of heat or air conditioning, no hot water, clogged toilets, broken windows, broken locks etc.

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Management does not guarantee that a response to a maintenance request can be completed within 24 hours of receipt. While every effort will be made to complete all maintenance work within 24 hours, Resident understands that no such guarantee is made by Management and rent will not be abated for the failure to complete a maintenance request within 24 hours. Resident acknowledges that Management's ability to address a maintenance request is conditioned upon Resident's good faith cooperation and Resident agrees to provide the cooperation necessary for Management to address Resident's maintenance requests.

GENERAL EXTERMINATION (NonBed Bug – See Bed Bug Addendum)

Management may conduct extermination operations in Residents' apartment several times a year and as needed to prevent insect infestation. Management will notify Residents in advance if extermination will occur in Resident's apartment, and give Resident instructions for the preparation of the apartment and safe contact with insecticides. Residents will be responsible for preparing the apartment for extermination in accordance with Management's instructions. Where permitted by law, Residents may be charged, as Additional Rent, a fee for cancelled extermination appointments caused by unprepared apartments. Residents must request extermination treatments in addition to those regularly provided by the Management in writing.

GUESTS

Guests are welcome at our Property. However, guests must be accompanied at all times when using the Property's facilities and amenities. Guests should only park in authorized areas and may park at the Property only when visiting a Resident. Management must be notified if guests are parking a vehicle for an extended period.

SUPERVISION OF PERSONS UNDER AGE 18

Residents shall be responsible for all minors under their care and shall see that they too abide by the Community Policies and Procedures. Minors below established ages shall require supervision in the use of certain amenities. Please adhere to all posted signage for the safety and protection of you, your household and your guests.

DISTURBANCES, NOISES, ETC.

Residents are asked to refrain from making or permitting any disturbing noises in their apartment or the common areas. The loud playing of stereos, televisions or musical instruments is discouraged and any noisy or boisterous conduct which would disturb the peace and quiet enjoyment of other Residents (a determination made at Management's sole discretion) is absolutely prohibited.

QUIET HOURS: Resident also acknowledges that the hours from 11pm-7am _____ are designated "Quiet Hours" at the Community. During Quiet Hours, Residents are required to exercise special caution about noise and loud activities are prohibited, including, but not limited to: large social gatherings, vacuuming, loud music and television, and move-ins/move-outs. A violation of the noise policy is grounds for Lease termination and/or termination of Resident's right to possession of the apartment.

ENTRANCES, HALLWAYS, MECHANICAL AND TRASH ROOMS

In order to comply with state and local codes and to respect the architectural design of the property, bicycles, wagons, carts or any other items are not to be left at building and apartment entrances or in the hallways at any time. This property has the following restrictions regarding decorations at apartment entrances: Please see managment office. _____. Likewise, nothing should be stored in mechanical or trash rooms. Management asks that all Residents give complete cooperation with these codes. Failure to do so could result in needless damage or personal injury. Please secure permission from the Management office prior to posting fliers, notices, etc. in any location.

TRASH

Please wrap all refuse securely and deposit it in the location designated by Management. Disposal of large articles such as furniture, mattresses, etc. anywhere in the common areas is prohibited. Boxes should be completely collapsed and shredded before disposal. If your Community participates in a recycling program, please comply with the requirements of that program.

INTERIOR ALTERATIONS

Residents wishing to make any alterations such as painting or hanging decorative light fixtures on the interior of their apartment must first obtain written approval from Management. If approval is given, the following general rule will apply: upon vacating the apartment, the Resident must remove the improvement and restore the apartment to its original condition; or, if the outgoing Resident wishes to leave the improvement and Management determines that it is acceptable,

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the improvement may remain in the apartment and become part of the property. Alternations NOT permitted include contact paper, tub adhesives, corkboard, mirrored squares, wallpaper and tape to secure wall hangings. Nails, mollies and toggle bolts are acceptable and will be removed upon move-out by Maintenance at no charge unless there is excessive damage to the wall. Window coverings are provided by Management and replacement window coverings must appear white to the outside of the buildings. Management has the right to determine the acceptability of window coverings. All apartment equipment, appliances or amenities are to be used for the purpose intended and in accordance with any instructions provided. **Alteration to these furnishings, including installing attachments such as bidets and water filtration systems, is strictly prohibited without written consent of management. Residents will be responsible for all damages caused as a result of unauthorized alterations and attachments.**

RUG, CARPET AND PADDING REQUIREMENT x **Insert x if this provision applies**
To limit the amount of noise that is created for apartments and/or common areas below the apartment, Residents are required to maintain carpet and/or rugs (along with padding under said carpet and/or rugs) on at least 75 % of the floors throughout the apartment. Owner reserves the right to review and approve the carpet/rugs and padding selected by Resident. In the event that excessive noise is experienced and/or witnessed below the apartment, despite Owner's prior consent of the carpet/rug and padding, Owner may require additional carpet/rugs and padding at its sole discretion. Resident's adherence to the aforementioned flooring requirement in no way limits or waives Owner's ability to deem excessive/unreasonable noise to be a breach under the Lease.

EXTERIOR ALTERATIONS
In order to maintain an attractive community and not disturb the architectural designs that have been created, no alterations to the exterior of the building may be made by Residents. Specifically, Residents are prohibited from posting signs, notices, advertisements, flags, banners or similar items from their balcony, patio, terrace, or windows. The only exception will be the displaying of the American flag on private patios and balconies only, on such days as the 4th of July, Flag Day and other recognized dates. The means of mounting the flag must be approved by Management. Residents shall secure permission from Management prior to posting fliers or notices in the common areas.

BALCONY (INCLUDING PATIO & TERRACE) USAGE
Please help us maintain an attractive community by keeping your balcony neat and free of unsightly clutter. Only patio or lawn furniture should be placed on the balcony. Balconies are not to be used as storage areas. Trash containers, bikes, and motorcycles are prohibited. Final determination of any questionable displays will be solely at the discretion of Management. In addition, **Management reserves the right to prohibit smoking on balconies.**

Safety: No more than 5-7 people are allowed on the balcony at any time. Balconies are potentially dangerous if overloaded with too many people or heavy furniture. **Please contact the Management office immediately and do not use your balcony if you observe any of the following**: leaning, sagging or soft spots; cracks or separation where the balcony and building connect; rust stains or abnormal water ponding; obstructed or poorly functioning drains, loose or damaged handrails. **NOTHING MAY BE THROWN OVER THE BALCONY.**

Fire Hazards: Grills, stoves, fire pits or other open flame devices of any kind ARE NOT PERMITTED. Their use is a fire code violation and grounds for immediate lease termination. Residents may only use grills provided by Owner and located in the outdoor common areas

Animals: Animals may not be left unattended on the balcony at any time. Animals are prohibited from defecating and urinating on balconies.

VEHICLE WASH, MAINTENANCE AND REPAIRS
Unless there is a designated car wash area, washing of vehicles in the community is not be permitted. Residents shall not perform any repairs or maintenance such as changing oil or tuning engines on their vehicles in the garage or parking lots surrounding the community.

SOLICITORS AND SALESPERSONS
Residents should report uninvited or unauthorized solicitors or salespersons to the Management office immediately. Anyone having the approval of the Management to sell or solicit within the Property (such as Girl Scouts, Little League, etc.) will be issued a letter of authorization from the Management Office. Residents should not solicit other Residents without the approval of Management.

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SECURITY

No Weapons in Common and Public Areas

For the safety of our residents and visitors, no knives, firearms or other weapons are allowed in the common and public areas of this community, whether concealed or open-carry, except for weapons carried by law enforcement or security guards hired by Management.

Guns in Apartments

Guns kept inside apartments shall be stored unloaded and separately from ammunition in an enclosed and locked container.

Lobby and Front Desk Security Procedures

If a community has a lobby and front desk, Residents should contact the Management office for hours when staff will be at the front desk and rules regarding sign-in for visitors or other special security procedures, including how visitors may contact Residents.

CONDUCT

Harassment: We expect all residents, guests, vendors and employees to treat each other with courtesy and respect. Harassment of any type, including but not limited to, physical, verbal, written, cyber-based or sexual, is strictly prohibited. Shouting, threats, use of obscenities, personally disparaging remarks, violence, coercion and/or intimidation against anyone in this community shall be grounds for lease termination. Any person engaging in harassment will be asked to stop and immediately leave the area. A failure to leave may result in the police being called. Any Resident who feels that they have been subject to, or becomes aware of harassment, should direct their concerns to Management immediately.

Business Interference: Residents are prohibited from disrupting our business operations. Residents are also prohibited from injuring our reputation by making bad faith allegations against us to others.

Communicating Concerns: If you or a household member has a concern about your apartment or your experience living at the community, please contact the Property Manager or Assistant Manager to discuss it. If you are not comfortable talking to them about the concern, you should request the name and telephone number of the Regional Manager. We will do our best to address concerns with sensitivity and professionalism.

PET POLICIES

If the community permits pets, permission must be secured in writing from Management before the pet resides in your apartment. Residents with service and/or support animals can submit a Request for Reasonable Accommodation form and will be required to sign a Support or Service Animal Amendment to Animal Addendum. Visiting pets are not permitted at any time. Please make sure your guests are aware of this so they can make other arrangements. If pets are permitted, pet owners must adhere to all guidelines included in the Animal Addendum and the Pet Policies set forth below:

Pet Restrictions:

- Management reserves the right to prohibit, at its sole discretion, certain small pets at the Property or to limit the number of small pets at the Property. Regardless of the size, at no time shall Resident be permitted to keep on the Property animals that are undomesticated, dangerous or not commonly known as pets, as determined by Management in its sole discretion.
- In applying for approval of any animal to reside at the Property, **Resident is required to disclose whether: the animal has ever been designated "dangerous" by a government authority; bitten, attacked or caused injury to another animal or person; or been removed from another residential community. Owner reserves the right to remove the animal from the Property in the event it learns that such events have occurred.**
- Total Pets Permitted in Premises: Only 2 Pets (excluding small pets such as hamsters, fish, etc.) will be permitted to reside in the Premises.
- Cats: Must be neutered with supporting documentation provided for Resident's file.

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Restricted Dog Breeds: The following dog breeds (including any mix thereof) are not permitted to reside at or visit the Premises or the Property ("Restricted Breeds"): **Akbash, Akita/Akita Inu, American Bulldog, Anatolian Shepherd, Bandog/Bandogge, Beauceron** (a.k.a. Berger de Beauce, Bas rouge, Beauce Shepherd, Red Stocking dog), **Belgian Shepherd** (a.k.a. Belgian Sheep Dog, Malinois, Tervuren, Laekenois, Groenendael), **Black Russian Terrier** (a.k.a. Russian Bear Schnauzer, Black Terrier, Tchiorny Terrier, Chornyi), **Boerboel, Briard, Bully Kutta/Bully Cutha/Bohli Kutta** (a.k.a. PBK,), **Cane Corso** (a.k.a. Italian Mastiff), **Chinese Shar Pei** (a.k.a Chinese Fighting Dog), **Doberman Pinscher, Dogo Argentino, Dogue De Bordeaux** (a.k.a. Bordeaux Bulldog, French Mastiff), **Fila Brasileiro, German Shepherd, Great Dane, Gull Dong** (Gull Terr, Bully Gull Terr), **Jindo/Chindo, Kangal, Kuchi/Koochee, Kuvasz, Mastiffs, Pit Bull** (including Pit Bull Terriers, American Pit Bull Terrier, any Staffordshire Terrier or Bull Terrier), **Perro de Presa Mallorquin, Presa Canario** (a.k.a. Canary Dogs), **Rottweiler, Tosa Inu** (a.k.a. Tosa Ken, Japanese Tosa, Japanese Mastiff), **Wolf, Wolf-Dog Hybrids** (including all wolf-like breeds).

The list of Restricted Breeds is subject to change by Management at any time without notice. **Please check with Management before adopting a dog to verify that it is a permitted breed.** Management has sole discretion to determine whether an animal is a restricted breed and may base its decision on documentation, visual inspection, examination by a veterinarian, and other measures. **Residents who are found to have a restricted breed occupying their apartment, a pet without prior written permission or a pet in a no-pet building are in violation of their Lease, and may be required to remove the pet.**

Pet Approval Process: Management reserves the right to approve or disapprove all Pets ***for any reason and at any time.*** Pet approval is subject to the following process:

- Visual Inspection: Upon request, Resident shall present the Pet to Management for visual inspection before final approval is given for the Pet to reside at the Premises.
- Photograph: Upon request, Resident shall provide Management with a photograph of the Pet.
- Proof of Vaccination: Resident must provide Owner with proof of the Pet's annual inoculations for rabies, distemper, and any other vaccinations required by law or by Management in order to receive approval for the Pet.
- Health Objection: In a self-contained building with common interior hallways, residents living in apartments adjacent to Resident's Premises may oppose the introduction of the Pet into the Premises if allergies to animal hair, fur or dander will be hazardous to their health. Resident agrees to cooperate in good faith with Management and any opposing residents to resolve any issues related to Pet allergens. However, Management reserves the right to decline or terminate the Pet's permission to reside at the Premises if said issues cannot be resolved to Management's sole satisfaction.

Animal Defecation: At its sole discretion, Management may institute a DNA testing program to verify the source of animal feces. All residents with animals are required to participate. Failure by Resident to properly dispose of Pet feces shall be considered a material breach of the Lease.

RECREATIONAL FACILITIES AND AMENITIES

Please contact the rental office prior to using the amenities such as swimming pool, rooftop terrace, sunning deck, clubroom for specific policies that govern their use. Some amenities have limited hours of operation and may not be available at all times for all residents. Some amenities may have age and guest restrictions.

We cannot assume responsibility for the safety of Residents, occupants or guests who use our facilities. Most facilities are for use without any Management supervision and Residents, guests and occupants assume the risks of any injury incurred in the use of those facilities, except in the case of management's omission, fault, neglect or other misconduct. Residents must adhere to all posted signage for everyone's safety and protection. Use of amenities and facilities is prohibited after the posted hours. Any misuse of a facility or amenity will be grounds for Lease termination. Management cannot guarantee that all facilities, amenities, equipment and services are or will be available at all times. Availability of amenities and common areas may be curtailed or limited by construction, renovation, servicing, repairs or other reasons. MANAGEMENT MAY ADD OR CHANGE RULES REGARDING AMENITIES AT THE COMMUNITY AT ANY TIME AND AT ITS SOLE DISCRETION.

BUSINESS CENTER

If this community has a business center, Resident agrees to use the business center at Resident's sole risk and according to any rules established by Management. Management is not responsible for data, files, programs or any other information lost or damaged on Business Center computers or in the Business Center for any reason. No software may be loaded on Business Center computers without the written approval of Management. Business Center computers and

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equipment may not be used for illegal, inappropriate or offensive purposes. At its discretion, Management may impose time and other limits on use of the Business Center.

ACCESS ITEMS: KEYS, FOBS, CARDS, PASSES, REMOTE CONTROLS AND STORAGE LOCKERS

Apartment Entry Access:

Alterations or replacement of locks or installation of bolts, door knockers, peepholes or other attachments on the interior or exterior of any door must be installed by Maintenance and have Management's prior approval. Management will admit Residents who have been locked out of their apartment at no charge during office hours, but there may be a charge after office hours. Check with Management to learn if there is a charge at your community. This charge should be paid at time of entry, but can be applied to your account. Payment should be made in full the following business day. Residents shall use the designated phone number to reach on-call Management or maintenance personnel. Only persons listed as Residents or occupants under the lease will be allowed to access the apartment providing they have proper identification (driver's license) or other picture identification.

Access Items:

Listed below are the keys, fobs, permits, access cards, parking permits and remote controls ("Access Items") received by Resident. All Access Items must be returned upon move out. The parties agree that if the Access Items are damaged or lost, Resident will pay for the replacement cost of the damaged or lost Access Item or the re-keying charges related thereto prior to any Access Item being reissued or before move out, whichever comes sooner. The determination regarding whether an Access Item is damaged shall be made at Management's sole discretion. In the event Resident fails to pay for the replacement cost of any damaged or missing Access Item, or for the rekeying charge, at the time of move-out, said replacement or rekeying cost will be deducted from the security deposit, if permitted by applicable law.

Residents must protect their Access Items and not give them to anyone. A lost or stolen pass card or apartment key should be reported to Management immediately. Residents should not permit any other person to follow them through a controlled access door and, if this does occur, the police or Management office should be contacted immediately. Guests and delivery companies should be informed about the controlled access feature and how to contact Resident.

Resident agrees to abide by all written and/or posted instructions regarding the Access Items and to report any malfunctioning, broken or damaged Access Items, gates, locks, doors or related access equipment. Resident is liable for damages to Access Items and related access equipment caused by misuse or negligence of Resident, occupants or guests. All of the below charges will be considered additional rent.

Apartment Key(s):

1 Replacement Cost: $25.00

Mailbox Key(s):

1 Replacement Cost: $25.00

Access Entry Key(s):

1 Replacement Cost: $50.00

Additional Access Entry Keys purchased:

$_____

Date Provided: _____ Number purchased: _____

Resident Initials: GM Staff Initials: GM

Key Fob(s) for Amenity Access:

_____ Replacement Cost: $50.00

The Key Fob is used for access to amenities at the Property such as a club room, business center, theatre, fitness center etc.

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Resident ID Card:

NA Replacement Cost: $ 0.00

The Resident ID Card may also serve as a pool pass.

Laundry Card:

NA Replacement Cost: $ 0.00

(NA) laundry cards will be issued to each apartment

PARKING: At some communities, parking may be professionally managed by an independent contractor that you will pay directly under a separate agreement. Any claims for damages should be directed to that contractor.

Lot Parking. Parking in the community parking lot is for Residents and authorized guests only. Carports and individual garages, if available, are leased to Residents on a paid reservation basis.

Garage Door/ Parking Gate Rules

- Always approach exit and entry gates with caution and at a slow rate of speed.
- Never stop your car where the gate can hurt your vehicle as the gate opens and closes.
- Never follow an open vehicle into an open gate. Always use your card to gain entry.
- Report to Management the license plate number of any vehicle that that piggybacks through the gate.
- Never force the gate open with your car.
- Never get out of your vehicle while the gates are opening or closing.
- If you are using the gates with a boat or trailer, please contact Management for assistance.
- Do not operate the gate if there are small children nearby who might get caught as it opens or closes.
- If you lost your card, please contact Management immediately.
- Do not give your card or code to anyone.
- Do not tamper with the gate or allow occupants or guests to do so.

Parking Lot/Garage Parking Rules (see the Lease for additional Parking Rules)

- Parking spaces may not be used for any purpose other than parking a vehicle.
- Owner and Management have no liability for loss or damage to vehicles or personal property while in the garage, carport, or parking lot unless due to Owner's/Management's omission, fault, negligence or misconduct.
- No one may use the driveway space in front of their parking spot or individual parking garage for additional parking or storage.
- Parking Permits must be displayed at all times. A lost or stolen permit should be reported immediately.
- Some properties have designated parking areas for motorcycles, commercial vehicles and recreational vehicles.
- Some properties do not allow certain types of vehicle parking. Check with Management for these guidelines.

Garage Gate Access – Remote Controls, Cards, Codes

Remote Control(s) Received: _____ $ 50.00

Access Card(s) Received: NA $ 0.00

Code for Gate Access: NA No Charge

Note: Management reserves the right to change the codes and notify Resident accordingly

Parking Permit(s)/ Parking Sticker(s)/Parking Hangtag(s) ("Parking Permits"):

Assigned permit, sticker or hangtag(s): _____

Assigned permit, sticker or hangtag cost: $_____

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No more than (_____) Parking Permits shall be issued to any _____.
insert additional parking permit rules: 1 per leaseholder

Parking Space(s):

Assigned parking space(s) 2 Unassigned

Monthly rent for parking space $200.00

Enclosed Individual Parking Garage(s) or Carport(s):

Assigned garage(s)/carport(s): N/A

Monthly rent for enclosed garage/carport: $0.00

Security deposit for enclosed garage/carport: $0.00

Vehicle(s) Information

Vehicle 1. Make: Toyota Model: Tundra State: MA Year: 2022

Tag Number: 4CV538 Color: Black Permit Number: _____

Vehicle 2. Make: Jeep Model: Wrangler State: MA Year: 2021

Tag Number: 3KJ B34 Color: Silver Permit Number: _____

Vehicle 3. Make: _____ Model: _____ State: _____ Year: _____

Tag Number: _____ Color: _____ Permit Number: _____

Visitor Parking Permit(s):

_____ $_____

Management reserves the right, in its sole discretion, not to issue Visitor Parking Permits to visitors who have previously violated Community Policies and Procedures and/or the community parking rules.

TOWING

Resident agrees that Owner is not liable for damages related to the towing of any vehicle nor for any consequential damages which may be incurred as a result of said towing.

STORAGE

In the event Management provides storage lockers or units ("Lockers") on the Property to accommodate Residents in the storage of personal property, the use of said storage lockers shall be subject to the terms and conditions that Management prescribes. Management makes no representations or warranties regarding the security of the storage lockers. Management shall not be liable for any damages to Resident's property kept in the storage lockers.

Lockers are rented on a ☐ month to month ☐ yearly basis. Month-to-month Locker rentals can be terminated on thirty (30) days' written notice. Upon termination, Resident agrees to empty the Locker of all personal property. Resident agrees not to store items that are dangerous or detrimental to the life or health of residents or safety of the property including flammable items such as straw, cotton, paper stock, or rags or perishable items. Resident agrees not to make any improvements or alterations to the Locker without prior written consent. **RESIDENTS STORE ALL PROPERTY IN THE LOCKER AT THEIR SOLE RISK AND OWNER SHALL NOT BE LIABLE FOR ANY DAMAGE OR LOSS TO SAID PROPERTY.** As allowed by law, all items in the Locker will be deemed abandoned if not removed within ten (10) days after termination of Resident's rental of the Locker or after termination of Resident's occupancy of the apartment,

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whichever comes first. Upon such abandonment, as allowed by law, Owner may remove all personal property from the Locker and sell at public sale with the proceeds thereof applied to the expenses for removal, notice and advertisement of sale and lost rental revenue.

Locker(s):

Assigned Locker(s): _____

Monthly rent for storage unit(s): $_____

Security deposit for storage unit(s): $0.00

Locker Key(s):

_____ Replacement Cost: $25.00

Note: if key is not returned upon vacating apartment, a rekeying fee of $75.00 May be charged.

Contact Information to be listed in Access Directory:

Daytime Contact #(s): _____
Cell Phone # : _____
Email Address: _____

Emergency Contact Name : _____
Emergency Contact #(s) : _____
Emergency Contact Name Cell Phone #: _____

By signing below, Resident(s) acknowledge(s) receipt of all listed Access Items and accepts on behalf of himself/herself, the terms and conditions set forth herein and affirms that the Access Items must be returned to Management upon move out. In the event all Access Items are not returned, Resident shall be responsible for the replacement costs listed above.

These Community Policies and Procedures have been incorporated into the Lease. Failure to abide by these policies could result in action to terminate your Lease and to charge you for costs incurred by Management or other Residents who are harmed. Thank you for your anticipated cooperation in helping us to maintain a positive living environment for each and every Resident.

I have read, understand and agree to this **COMMUNITY POLICIES AND PROCEDURES ADDENDUM** to the Lease.

OWNER: Marina Bay Residences, LLC
_____
_____
d/b/a Meriel Marina Bay

By: BOZZUTO MANAGEMENT COMPANY

By: Jessica Munoz

Name:
Date: 01/31/2023

RESIDENT(S)

Beth Materna
Date: 01/31/2023

_____
Date: _____

_____
Date: _____

_____
Date: _____

_____
Date: _____

_____
Date: _____

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REQUEST FOR REASONABLE MODIFICATION/ACCOMMODATION

We welcome Residents with disabilities. Residents with disabilities who need modifications to their apartment or accommodations to our procedures should fill-out this form explaining the request. We are pleased to assist you in completing this form, if you need assistance. If the need for your request is not obvious, we may request verification that you have a disability and that your request is necessary in order for you to have an equal opportunity to use and enjoy your apartment and/or the common areas. If we are unable to approve your request, we will communicate with you about alternatives. You may be required to cover the cost of all or part of any modifications.

Name: _____ Date: _____

Community Name: _____ Unit #: _____

Please describe the reasonable modification/accommodation that you are requesting:

Modification (a physical change or special feature in the apartment or community

_____

_____

_____

Accommodation (an adjustment to rules, communication methods, and/or procedures)

_____

_____

_____

Explanation: If the disability and nexus between the disability and the above request(s) are both obvious, then no more information is required. If they are not obvious, then --

Please provide an explanation as to the relationship between your disability and the requested modification or accommodation. **You are not asked to disclose your disability**. All information submitted by you will be kept confidential:

_____

_____

_____

Verification: If your disability related need is not obvious, please provide verification from a third party that (i) you meet the legal definition of a disability under the Fair Housing Act, and (ii) your disability necessitates the requested modification or accommodation in order to have the same opportunity as a non-disabled person to use and enjoy the community. The verification can be provided below or you can attach a statement or document.

_____

_____

_____

Resident Signature

_____

Physician, Therapist or other Verifier

_____

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EQUAL HOUSING OPPORTUNITY

BOZZUTO

RECREATIONAL MARIJUANA ADDENDUM TO LEASE – MASSACHUSETTS

This Addendum to the Lease dated 01/11/2023 by and between Beth Louise Materna, known as Resident, and Meriel Marina Bay, known as Owner, by Bozzuto Management Company ("Agent"), shall be incorporated in and made a part of the aforesaid Lease. In the event of any contradiction between the terms of this Addendum and any other Addendum or the Lease, this Addendum shall control.

Resident acknowledges that the Massachusetts Regulation and Taxation of Marijuana Act (RTMA) expressly empowers Owners to "regulate the consumption, display, production, processing, manufacture or sale of marijuana and marijuana accessories" at the Property. Resident agrees that, pursuant to its lawful authority under the RTMA, Owner has enacted the following regulations for marijuana usage at the Property and Resident agrees to abide by said regulations, as follows:

- **Prohibited Marijuana Usage:**
  - **No Common or Public Area Marijuana Usage**: Use of marijuana in the interior and exterior common and public areas of the Property ("Usage") is strictly prohibited. Marijuana may only be used within the confines of Residents' Apartments.

  - **No Marijuana Smoking Anywhere**: All smoking, lighting, burning or vaping ("Smoking") of marijuana is strictly prohibited anywhere in the Community including but not limited to all Apartments and anywhere in the interior and exterior common or public areas of the Property. This prohibition extends to all residents, occupants, guests, invitees of the Property and applies even if the Property allows tobacco smoking.

- **Marijuana Possession:**
  - **No Common or Public Area Displays of Marijuana and Related Items**: Residents, occupants and invitees are prohibited from displaying marijuana or marijuana-related products, equipment and paraphernalia, from the balcony or terrace of the Apartment and in the common and public areas of the Property ("Displays").

  - **Inside Apartment**: Possession shall never exceed the limits allowed by Massachusetts General Laws . Amounts exceeding one (1) ounce must be stored in a locked and enclosed air-tight container. Amounts of marijuana in excess of those allowed by statute are prohibited anywhere at the Property ("Possession").

- **Marijuana Cultivation:** All storage, cultivation, and harvesting of Cannabis plants, including any hydroponic or water-based cultivation ("Cultivation"), is strictly prohibited inside the Apartment and anywhere on the Property. Modification of the Apartment to create higher humidity levels for Cultivation is also prohibited.

- **Marijuana Processing:** All production and/or processing of marijuana from Cannabis ("Production") is strictly prohibited inside the Apartment and anywhere on the Property. No equipment associated with Marijuana Production, including but not limited to heat lamps, shall be permitted.

- **Marijuana Manufacturing:** All manufacturing of Cannabis, which includes but is not limited to compounding, blending, extracting, infusing or otherwise making or preparing a marijuana product ("Manufacturing") is strictly prohibited anywhere on the Property. This includes any cooking of Cannabis or products in any manner.

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- **Marijuana Selling:** All sales of marijuana and marijuana related paraphernalia ("Sale") is strictly prohibited anywhere on the Property and continues to be a criminal offense which is a material violation of your Lease, which subjects you and all residents to eviction proceedings.

- **Permitted Marijuana Usage:** Recreational marijuana usage inside the apartment by persons age 21 or older is permitted as long as said usage complies with the RTMA and all local laws and does not involve Smoking marijuana.

Conduct of Occupants and Invitees Resident agrees to communicate the terms of this Addendum to all occupants and invitees of the Apartment and Resident agrees to be responsible for any violations thereof by said occupants or invitees.

Damages

- Resident acknowledges that Smoking marijuana creates a nuisance, disturbance, harassment and annoyance of other residents because marijuana smoke may dissipate into common and public areas and neighboring apartments, in turn, interfering with other resident's health, property and desire not to ingest marijuana smoke.

- Resident further acknowledges that marijuana Cultivation and Production can damage property by causing mold, water and humidity damage, overburdened water and electric systems, odors, noxious and toxic chemical exposure and fire risk.

- Resident is responsible for all damages caused by any violations of the terms of this Addendum. All marijuana related damage is in excess of normal wear and tear. Resident is also responsible for all lost rental income or other economic or financial damages caused when Resident's violation of this Addendum disrupts other residents' quiet enjoyment, adversely affects their health, safety or welfare or causes them to vacate their apartments.

Resident's Assumption of Risk Resident acknowledges that marijuana use is unlawful under federal law and that the RTMA's validity under federal law has not been established. Therefore, any permitted marijuana usage under the RTMA and this Addendum is done at Resident's own risk.

Termination of Lease Owner has the right to terminate the Lease Contract for any violation of this Addendum. Violation of the prohibition against Smoking, Usage, Possession, Cultivation, Production, Display and Sale of marijuana is a material violation of the Lease Contract.

I have read, understand and agree to this **RECREATIONAL MARIJUANA ADDENDUM** to the Lease.

OWNER: Marina Bay Residences, LLC
d/b/a Meriel Marina Bay
By: BOZZUTO MANAGEMENT COMPANY

By: Jessica Munoz

RESIDENT(S)

Beth Materna

Name: Beth Louise Materna

Date: 01/31/2023

Name:

Date:

EQUAL HOUSING OPPORTUNITY

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NO-SMOKING ADDENDUM

Date: January 11, 2023
(when this Addendum is filled out)

Use of any product(s) involving smoking, burning, or combustion is prohibited in any portion of the dwelling and/or the entire Community.

1. **DWELLING UNIT DESCRIPTION.**
Unit. No. S338, 552 Victory Road *(street address)* in Quincy *(city)*, Massachusetts, 02171 *(zip code)*.

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract date: January 11, 2023
Owner's name: Marina Bay Residences, LLC

Residents *(list all residents)*:
Beth Louise Materna

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. **DEFINITION OF SMOKING.** Smoking refers to any use or possession of a cigar, cigarette, electronic cigarette, hookah, vaporizer, dab pen, juul, bowl, bong, or pipe which can be used to burn, light, vaporize, or ignite a product including, but not limited to, tobacco, marijuana, nicotine salts, THC cartridges, vape liquids, juul pods, oils or any other similar products, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke or vapor from such product.

4. **SMOKING ANYWHERE INSIDE BUILDINGS OF THE COMMUNITY IS STRICTLY PROHIBITED.** All forms of smoking or possession of smoking products is strictly prohibited inside any dwelling, building, or interior of any portion of the Community. Any violation of the no-smoking policy is a material and substantial violation of this Addendum and the Lease Contract.

The prohibition on use of any burning, lighted, vaporized, or ignited products or smoking extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the Community. The no-smoking policy and rules extend to, but are not limited to, the management and leasing offices, building interiors and hallways, building common areas, dwellings, club house, exercise or spa facility, tennis courts, all interior areas of the Community, commercial shops, businesses, and spaces, work areas, and all other spaces whether in the interior of the Community or in the enclosed spaces on the surrounding Community grounds.

5. **SMOKING OUTSIDE BUILDINGS OF THE COMMUNITY.** In the event of such specially marked areas, smoking must be at least 100 feet from the building in the Community, including administrative office buildings. If the previous field is not completed (and smoking is permitted outside of buildings as provided herein), smoking is only permitted at least 25 feet from the buildings in the Community, including administrative office buildings. The smoking-permissible areas are marked by signage. The distance referenced above applies on development grounds **and** may apply even if you are on public property to the extent that your and/or your guest's conduct interferes with other residents' rights to quiet enjoyment of their apartment home and/or the common areas.

Smoking on balconies, patios, and common areas attached to or outside of your dwelling is not permitted.

The following outside areas of the Community may be used for smoking: Smoking is not permitted within 100 feet of Meriel Marina Bay grounds.

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the dwellings or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of us, other residents, or guests. We reserve the right to modify or change the designated areas through modification to our community policies upon notification to all residents.

6. **YOUR RESPONSIBILITY FOR DAMAGES AND CLEANING.** You are responsible for payment of all costs and damages to your dwelling, other residents' dwellings, or any other portion of the Community for repair, replacement, or cleaning due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this Addendum. Any costs or damages we incur related to repairs, replacement, and cleaning due to your smoking or due to your violation of the no-smoking provisions of the Lease Contract are in excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of smoke, vapor, or any other byproduct of the referenced products, which permeates sheetrock, carpeting, wood, insulation, or other components of the dwelling or building is in excess of normal wear and tear in our smoke free Community.

7. **YOUR RESPONSIBILITY FOR LOSS OF RENTAL INCOME AND ECONOMIC DAMAGES REGARDING OTHER RESIDENTS.** You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their dwellings, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare.

8. **LEASE CONTRACT TERMINATION FOR VIOLATION OF THIS ADDENDUM.** We have the right to terminate your Lease Contract or right of occupancy of the dwelling for any violation of this No-Smoking Addendum. Violation of this addendum is a material and substantial default or violation of the Lease Contract. Despite the termination of the Lease Contract or your occupancy, you will remain liable for rent through the end of the Lease Contract term or the date on which the dwelling is re-rented to a new occupant, whichever comes first. Therefore, you may be responsible for payment of rent after you vacate the leased premises even though you are no longer living in the dwelling.

9. **EXTENT OF YOUR LIABILITY FOR LOSSES DUE TO SMOKING.** Your responsibility for damages, cleaning, loss of rental income, and loss of other economic damages under this No-Smoking Addendum are in addition to, and not in lieu of, your responsibility for any other damages or loss under the Lease Contract or any other addendum.

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10. **YOUR RESPONSIBILITY FOR CONDUCT OF OCCUPANTS, FAMILY MEMBERS, AND GUESTS.** You are responsible for communicating this community's no-smoking policy and for ensuring compliance with this Addendum by your occupants, family, guests, and invitees.

11. **THERE IS NO WARRANTY OF A SMOKE FREE ENVIRONMENT.** Although we prohibit smoking in all interior parts of the Community, there is no warranty or guaranty of any kind that your dwelling or the Community is and/or will be smoke free. Smoking in certain limited outside areas may be allowed as provided above, and certain areas may be in close proximity that are not under our control. Enforcement of our no-smoking policy is a joint responsibility which requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy before we are able and/or obligated to investigate and act, and you must thereafter cooperate with us in the prosecution of such violations.

    This is an important and binding legal document. By signing this Addendum you are agreeing to follow our no-smoking policy and you are acknowledging that a violation could lead to termination of your Lease Contract or right to continue living in the dwelling. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this Addendum.

12. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign here)

Beth Materna

Owner or Owner's Representative
(Sign here)

Jessica Munoz

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WATER/SEWER USAGE ADDENDUM

This Water/Sewer Usage Addendum is dated and effective as January 11, 2023 (date of the Lease) to which this addendum is attached and made a part thereof (the "Lease") and is made by and between Beth Louise Materna

("Tenant")and the "Landlord" named in said Lease for apartment # S338. This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

1. Resident has been advised that a water sub-meter has been installed to measure the water usage in the apartment. Attached to this Addendum is a copy of the certificate filed by Landlord pursuant to the Act with the local health board or other department charged with enforcement of the State Sanitary Code. (If e-signature is used to sign these documents, the certificate will be emailed or provided prior to occupancy).

2. Landlord shall be obligated to maintain the sub-meter system in good working order in accordance with the provisions of the State Sanitary Code. Tenant shall pay to Landlord, as additional rent, charges for water usage and sewer allocable to the Premises in accordance with the following provisions:

   a. In addition to the rent and other amounts due pursuant to the provisions of the Lease, you agree to pay, and shall be charged, for all water/sewer usage within your dwelling unit. These amounts charged are considered rent for all purposes. We will provide you with a bill for water/sewer usage which will include the current and immediately preceding sub-meter reading and the date of such reading, the amount of water consumed since the last reading, the charge per unit of water, the total charge, and the payment due date.

   b. To determine the calculated cost per unit of water to assess the charge, we will divide the total amount of any bill provided by the water company for water/sewer usage, which will include any customer service fee and taxes, for all water provided to the main water meter of which the sub-meter is a party, by the total amount of water consumed for the entire premises served by that main water meter. This will establish the monthly water rate. You will then be charged for the total number of units, measured by your sub-meter, times the monthly water rate.

   c. We send bills on a (check one):
      ☒ Monthly basis, therefore payments are due within 15 days after mailing; or
      ☐ Intervals greater than one month, therefore payments are due 30 days after mailing.

      If Tenant fails to make payments when due, such non-payment shall be deemed a material breach of the Lease. Such breach may be cured by payment in full prior to any court hearing with respect to such breach. Bills may be issued on Landlord's behalf by an outside sub-metering service manager. The billing entity from which Tenant shall receive monthly Utility bills and as designated by Landlord is:
      Conservice

      This designation may be changed by Landlord at any time. We will provide notice of changes if they occur.

   d. If your Lease starts after the beginning but before the end of the water company billing period, Landlord shall mail to Tenant on the first day of such term the sub-meter reading for the Premises as of the Lease commencement day.

   e. If the Lease terminates in the middle of the water company's billing period, Landlord shall give the Tenant on the last day of actual tenancy a final sub-meter reading for the Premises as of that day, together with a final bill, calculated by reference to the last bill issued to Landlord. If Landlord is unable to give a final sub-meter reading and bill to Tenant on the last day of the tenancy, Landlord shall do so by mail no later than the day thereafter. Notwithstanding paragraph 3(c) above, this amount shall be immediately due and payable or may be deducted from any security deposit. However, if it is later determined that based on actual cost received at the close of the water company's billing period that tenant's charge is less than what was used as a reference by Landlord to calculate the final bill, Landlord shall recalculate the amount due and mail Tenant a revised bill, together with a rebate for any overpayment.

3. Tenant acknowledges that Landlord cannot guarantee the level of charges for water and sewer utility service, which will vary over time depending on Tenant usage characteristics, changes in the rates imposed by the utility provider that provides service to Landlord and other factors. Any checks tendered for payment and dishonored due to insufficient funds shall be subject to the same penalty and fees as under the Lease.

   You understand and acknowledge that certain water conservation devices have been installed on the showers, faucets, and water closets in your dwelling unit. You agree not to remove or tamper with these devices and shall provide us with prompt written notice in the event any such device requires repair or replacement. Failure to comply with this provision shall constitute a material violation of the Lease.

Resident Signature Beth Materna Date 01/31/2023
Resident Signature _____ Date _____
Resident Signature _____ Date _____
Resident Signature _____ Date _____
Resident Signature _____ Date _____
Resident Signature _____ Date _____
Management Jessica Manor Date 01/31/2023

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ANIMAL ADDENDUM

Becomes part of Lease Contract

Please note: We consider animals a serious responsibility and a risk to each resident in the dwelling. If you do not properly control and care for an animal, you'll be held liable if it causes any damage or disturbs other residents.

1. DWELLING UNIT DESCRIPTION.
Unit. No. S338, 552 Victory Road *(street address)* in Quincy *(city)*, Massachusetts, 02171 *(zip code)*.

2. LEASE CONTRACT DESCRIPTION.
Lease Contract date: January 11, 2023
Owner's name: Marina Bay Residences, LLC

Residents *(list all residents)*:
Beth Louise Materna

The term of this Addendum is as follows:
Begins on _____, _____ and
ends on _____, _____.

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. A. ☐ NO APPROVED ANIMALS. If this box is checked, you are not allowed to have animals (including mammals, reptiles, birds, fish, rodents, and insects), even temporarily, anywhere in the apartment or apartment community unless we've authorized so in writing. We will authorize support and/or service animals for you, your guests, and occupants pursuant to the parameters and guidelines established by the Fair Housing Act, HUD regulatory guidelines, and any applicable state and/or local laws.

B. ☐ CONDITIONAL AUTHORIZATION FOR ANIMAL. If this box is checked, you may keep the animal that is described below in the dwelling until the Lease Contract expires. But we may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you or your animal, your guests, or any occupant violate any of the rules in this Addendum. You understand that we may limit the size and breed of dog(s) at our community, in our sole discretion. Without limiting the foregoing, dogs must be no larger than 24 inches at the shoulder and 80 pounds in weight at full growth. If your dog exceeds these requirements we reserve our right to terminate this authorization. A photograph of the pet as well as all inoculation records must be provided to management prior to any authorization taking effect. Restricted breeds may be changed from time to time and no dog of any restricted breed or mix of said breed are allowed. Breed type of a mixed breed dog is at times difficult to identify, therefore; it is within management's sole discretion as to whether an animal is a member of a restricted breed.

4. ADDITIONAL ANIMAL RENT. Your total monthly rent (as stated in the Lease Contract) has been increased by $_____ by your request to maintain an animal in the unit. The monthly rent amount in the Rent and Charges paragraph of the Lease Contract includes this additional rent. This amount is not a deposit and is in consideration of our allowing the option to maintain an animal.

5. LIABILITY NOT LIMITED. Any additional animal rent in the Lease Contract does not limit residents' liability for property damages, cleaning, deodorization, de-fleaing, replacements, or personal injuries.

6. DESCRIPTION OF ANIMAL(S). You may keep only the animal(s) described below. You may not substitute any other animal(s). Neither you nor your guests or occupants may bring any other animal(s)—mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect—into the dwelling or apartment community for any length of time, other than service animals.

Animal's name: N/A
Type: _____
Breed: _____
Color: _____
Weight: _____ Age: _____
City of license: _____
License no.: _____
Date of last rabies shot: _____
Housebroken? _____
Animal owner's name: _____

Animal's name: _____
Type: _____
Breed: _____
Color: _____
Weight: _____ Age: _____
City of license: _____
License no.: _____
Date of last rabies shot: _____
Housebroken? _____
Animal owner's name: _____

Animal's name: _____
Type: _____
Breed: _____
Color: _____
Weight: _____ Age: _____
City of license: _____
License no.: _____
Date of last rabies shot: _____
Housebroken? _____
Animal owner's name: _____

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Animal's name: _____
Type: _____
Breed: _____
Color: _____
Weight: _____ Age: _____
City of license: _____
License no.: _____
Date of last rabies shot: _____
Housebroken? _____
Animal owner's name: _____

7. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

*Additional restrictions based on breed

8. **EMERGENCY.** In an emergency involving an accident or injury to your animal, we have the right, but not a duty, consistent with Massachusetts Law, to take the animal to the following veterinarian for treatment, at your expense. Without limiting the foregoing, it shall be deemed an emergency if your dog is left in the dwelling unsupervised for greater than 24 hours, or 72 hours for a cat, and we will thus be authorized to enter the dwelling pursuant to this paragraph.

Doctor: _____
Address: _____
City/State/Zip: _____
Phone: _____

9. **ANIMAL RULES.** You are responsible for the animal's actions at all times. You agree to abide by these rules:

- The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the dwelling.
- Dogs, cats, and support animals must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.
- Inside, the animal may urinate or defecate *only* in these designated areas: N/A
- Outside, the animal may urinate or defecate *only* in these designated areas: In designated areas only.
- Animals may not be tied to any fixed object anywhere outside the dwelling units or left unattended in balcony area(s), except in fenced yards (if any) for your exclusive use.
- You must not let any animal into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwelling units without our written consent.
- Your animal must be fed and watered inside the dwelling unit. Don't leave animal food or water outside the dwelling unit at any time, except in fenced yards (if any) for your exclusive use.
- You must keep the animal on a leash and under your supervision when outside the dwelling or any private fenced area. We or our representative may pick up unleashed animals and/or report them to the proper authorities. We may impose reasonable charges for picking up and/or keeping unleashed animals.
- Unless we have designated a particular area in your dwelling unit or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate *anywhere* on our property. You must take the animal off our property for that purpose. If we allow animal defecation inside the dwelling unit in this Addendum, you must ensure that it's done in a litter box with a kitty litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you'll be responsible for immediately removing the waste and repairing any damage. Despite anything this Addendum says, you must comply with all local ordinances regarding animal defecation.

10. **ADDITIONAL RULES.** We have the right to make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals. These rules can be in the form of separate animal rules or included in our community policies.

11. **VIOLATION OF RULES.** If you, your guest, or any occupant violates any rule or provision of this Animal Addendum (based upon our judgment) and we give you written notice, you must permanently remove the animal from the premises within the time period specified in our notice. We also have all other rights and remedies set forth in the Lease Contract, including damages, eviction, and attorney's fees.

12. **COMPLAINTS ABOUT ANIMAL.** You must immediately and permanently remove the animal from the premises if we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents.

13. **LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC.** You and all co-residents will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, defleaing, and deodorizing. This provision applies to all parts of the dwelling unit, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

    As owner of the animal, you're strictly liable for the entire amount of any injury that the animal causes to a person or anyone's property. You'll indemnify us for all costs of litigation and attorney's fees resulting from any such damage.

14. **MOVE-OUT.** When you move out, you'll pay for defleaing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We—not you—will arrange for these services.

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15. **JOINT AND SEVERAL RESPONSIBILITY.** Each resident who signed the Lease Contract must sign this Animal Addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this Animal Addendum, even if the resident does not own the animal.

16. **GENERAL.** You acknowledge that no other oral or written agreement exists regarding animals. Except for special provisions noted in paragraph 7 above, our representative has no authority to modify this Animal Addendum or the animal rules except in writing, as described under paragraph 9 of this Animal Addendum. This Animal Addendum and the animal rules are considered part of the Lease Contract described above. It has been executed in multiple originals, one for you and one or more for us.

You are legally bound by this document. Please read it carefully.

Resident or Residents
(All residents must sign)

Beth Materna

Owner or Owner's Representative
(Signs below)

Jessica Munoz

Date of Signing Addendum

01/31/2023

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LEASE RENEWAL/EXTENSION
NON-WAIVER OF RIGHTS ADDENDUM

This Lease Renewal/Extension Non-Waiver of Rights Addendum is incorporated into the Lease Contract (referred to in this addendum as "Lease Contract" or "Lease") dated January 11, 2023 between Marina Bay Residences, LLC ("We/Us") and Beth Louise Materna ("You") for apartment number S338 ("Premises") located at 552 Victory Road, Quincy, MA 02171 ("Property"), and is in addition to all terms and conditions in the Lease. This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

You understand and agree that the execution of the Lease does not waive either parties' rights and/or responsibilities under any prior lease agreement between you and us. Without limiting the foregoing, any alleged violation(s) committed by you and/or your household member(s), guest(s) and/or invitee(s) of a prior lease agreement ("Prior Violations") shall be considered and included as grounds to terminate your tenancy in conjunction with violation(s) that occur during the term of the current Lease Contract. The Parties understand and agree that Prior Violations alone **will not** be sufficient grounds for default and/or eviction, except in the event that Prior Violations were unknown by us at the time of extension/renewal.

Prior Violations that are not waived by us include, but are not limited to:

a) Consistently late rent payment history;

b) Disturbances caused and/or created by you, your household member(s), guest(s), pet(s), and/or invitee(s), whether known or unknown at the time of extension/renewal;

c) Damage caused to the Premises and/or the common areas of the development by you, your household member(s), guest(s), pet(s), and/or invitee(s), whether known or unknown at the time of extension/renewal;

d) Criminal conduct at or near the development by you, your household member(s), guest(s), pet(s), and/or invitee(s), whether known or unknown at the time of extension/renewal; and

e) Your failure to pay utility charges and/or any other amount(s) due under any prior Lease.

The execution of the Lease Contract shall not waive any prior notice(s) to quit or pending actions against you by us.

Resident Signature: Beth Materna Date: 01/31/2023

Resident Signature: _____ Date: _____

Resident Signature: _____ Date: _____

Resident Signature: _____ Date: _____

Resident Signature: _____ Date: _____

Resident Signature: _____ Date: _____

Management: Jessica Munoz Date: 01/31/2023

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BOZZUTO

SOCIAL GATHERINGS/ALCOHOL ADDENDUM

This Addendum to the Lease dated 01/11/2023 by and between Marina Bay Residences, LLC by its agent, Bozzuto Management Company (the "Landlord"), and Beth Louise Materna ("Resident") shall be incorporated in and made a part of the Lease and shall be renewed and shall expire under the same terms and conditions of the Lease. In the event of any contradiction between the terms of this Addendum and any other addendum or the Lease, this Addendum shall control.

From time to time, Landlord may host social gatherings for residents of the apartment community and may provide alcohol to the attendees. Resident agrees to the following terms and conditions as it relates to all social gatherings held at the apartment community:

1. Resident hereby confirms that Resident is of the legal age to consume alcohol.

2. Resident assumes the risks associated with alcohol consumption and takes full responsibility for Resident's own actions, safety, and welfare. Resident also assumes the responsibility for the actions, safety, and welfare of any of Resident's guests, including minors, who attend any social gathering at the apartment community.

3. Resident agrees not to provide alcohol to any minor at any social gathering.

4. Resident understands that the Landlord may ask Resident or Resident's guest(s) to leave any social gathering at any time if, in the Landlord's sole judgment, Resident or Resident's guest(s) are acting inappropriately. Resident agrees to fully comply with any such request. Resident also understands and agrees that the Landlord may, at any time and for any reason, refuse to serve Resident or Resident's guest(s) alcohol.

5. Resident agrees to exercise ordinary and reasonable care at all times, and not to consume alcohol to the extent that Resident's judgment becomes impaired. Resident understands the potential risks associated with the consumption of alcohol and acknowledges that Resident does not have or is not aware of any medical condition(s) that would prevent Resident from consuming alcohol. Resident acknowledges and agrees that Landlord shall not be responsible or liable for any accident, injury, theft, loss or damage caused by Resident's impaired judgment or negligence. Resident waives any claim which Resident, Resident's heirs, successors, assigns, spouse, family members or legal representatives may have against Landlord arising from or as a result of any such accident, injury, theft, loss or damage caused by Resident's impaired judgment or negligence.

6. In consideration of Resident's participation in any social gathering, Resident understands and accepts the risks associated with such gatherings and agrees that neither the Landlord nor any of its officers, members, managers, directors, employees, volunteers, vendors, or affiliates

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will be liable for any personal injury, death or damage of any kind whatsoever, unless caused by the Landlord's sole negligence.

7. Resident hereby releases and holds the Landlord harmless for any liability, for any death, physical or other injury, loss, or harm suffered by Resident during or as a consequence of Resident's participation in any social gathering unless caused by the sole negligence of the Landlord.

8. Resident understands that pictures and/or videos may be taken during any social gathering. Resident hereby gives full consent to Landlord to use and publish Resident's likeness and the likeness of any minor under Resident's care on Landlord's website or other advertisement without any compensation to Resident.

I HAVE READ THIS ADDENDUM FULLY, UNDERSTAND ITS TERMS, AND SIGNED IT FREELY AND WITHOUT ANY INDUCTION OR ASSURANCE, AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT OF THE LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE SHALL CONTINUE IN FULL FORCE AND EFFECT.

OWNER: Marina Bay Residences, LLC

d/b/a Meriel Marina Bay

By: BOZZUTO MANAGEMENT COMPANY

By: Jessica Munoz

RESIDENT(S)

Beth Materna

Name: Beth Louise Materna
Date: 01/31/2023

Name:
Date:

Name:
Date:

Blue Moon eSignature Services Document ID: 353559281

BOZZUTO

VALET TRASH AND RECYCLING ADDENDUM -- All States

This Valet Trash and Recycling Addendum to the Lease dated 01/11/2023 by and between , Marina Bay Residences, LLC (collectively with its affiliates, shall hereinafter be referred to as "Owner"), by its agent Bozzuto Management Company ("Agent") and Beth Louise Materna ("Resident") shall be incorporated in and made a part of the aforesaid Lease and shall be renewed and shall expire under the same terms and conditions of the Lease.

Resident will receive front door trash and recycling removal service at a fee of $ 0.00 per month through the end of this Lease, such fee to be payable to Owner on the first (1st) day of each calendar month as additional rent. Charges for valet trash and recycling removal service shall apply to all apartments within this property, regardless of whether residents choose to avail themselves of this service.

Resident agrees to each of the following conditions:

1. Resident shall adhere to the terms set forth in any valet trash and recycling instructional materials provided by the owner. Those terms and conditions are summarized in this Addendum, but are not limited to the terms referenced herein.
2. All trash and recycling is to be bagged by Resident and deposited in the appropriate container(s). Recycling items should be bagged separately. The container(s) must be placed next to the front door of Resident's apartment between the hours of 6:00pm and 8:00pm. Owner reserves the right to make changes to this schedule. The container(s) must be removed and placed inside Resident's apartment no later than 8:00am. Consistent failure to remove the container(s) from the common area hallways by 8:00am may result in Owner imposing fines.
3. Valet trash and recycling removal will be offered each week between _____ and _____, although this schedule is subject to change at Owner's discretion. The service is not available on _____, and may not be available on some holidays. Residents may remove their own trash and recycling to a designated trash/recycling area should they choose.
4. The container(s) provided to each resident is owned by this Property. Resident agrees not to remove the container(s) after termination of the tenancy, voluntary or otherwise. Should the container(s) be removed (or damaged to the extent that it cannot reasonably be used) by the Resident upon termination of tenancy, a $ 10.00 replacement charge will be assessed.
5. Owner reserves the right to discontinue valet trash and recycling pick-up services at any time and in its sole discretion. Upon service discontinuation, the above removal fees will no longer be charged.

OWNER:

By: BOZZUTO MANAGEMENT COMPANY

By: Jessica Munoz
Name: _____
Date: 01/31/2023

RESIDENT(S):

_____
Date: 01/31/2023

_____
Date: _____

_____
Date: _____

Blue Moon eSignature Services Document ID: 353559281

Beth Materna
Date:

Date:

Date:

11.14.2018

☑ Blue Moon eSignature Services Document ID: 353559281

LEASE CONTRACT ADDENDUM FOR ENCLOSED GARAGE, CARPORT, OR STORAGE UNIT

1. **DWELLING UNIT DESCRIPTION.**
Unit. No. S338, 552 Victory Road _____ *(street address)* in Quincy *(city)*, Massachusetts, 02171 *(zip code)*.

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract date: January 11, 2023
Owner's name: Marina Bay Residences, LLC

Residents *(list all residents)*:
Beth Louise Materna

The term of this Addendum is as follows:
Begins on February 15th, 2023 and
ending on February 14th, 2024.

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. **GARAGE, CARPORT, OR STORAGE UNIT.** You are entitled to exclusive possession of: *(check as applicable)*
☒ garage or carport attached to the dwelling;
☒ garage space number(s) 2 Unassigned;
☐ carport space number(s) _____;
and/or
☐ storage unit number(s) _____.

The monthly rent in the Rent and Charges paragraph of the Lease Contract covers both the dwelling and the checked area(s) above. All terms and conditions of the Lease Contract apply to the above areas unless modified by this addendum.

4. **USE RESTRICTIONS.** Garage or carport may be used only for storage of operable motor vehicles unless otherwise stated in our rules or community policies. Storage units may be used only for storage of personal property. No one may sleep, cook, barbeque, or live in a garage, carport, or storage unit. Persons not listed as a resident or occupant in the Lease Contract may not use the areas covered by this addendum. No plants may be grown in such areas.

5. **NO DANGEROUS ITEMS.** Items that pose an environmental hazard or a risk to the safety or health of other residents, occupants, or neighbors or that violate any government regulation may not be stored in any of the units defined in paragraph three above. Prohibited items include but are not limited to fuel (other than in a properly capped fuel tank of a vehicle or a closed briquette lighter fluid container), fireworks, rags, piles of paper, or other material that may create a fire or environmental hazard or any other items prohibited by Federal, State or Local laws or ordinances. We may remove from such areas, without prior notice, items that we believe might constitute a fire or environmental hazard or other violation of this paragraph. Because of carbon monoxide risks, you may not run the motor of a vehicle inside a garage unless the garage door is open to allow fumes to escape.

6. **NO SMOKE, FIRE, OR CARBON MONOXIDE DETECTORS.** No smoke, fire, or carbon monoxide detectors will be furnished by us unless required by law.

7. **GARAGE DOOR OPENER.** If an enclosed garage is furnished, you ☒ will ☐ will not be provided with a ☒ garage door opener and/or ☐ garage key. You will be responsible for maintenance of any garage door opener, including battery replacement. Transmitter frequency settings may not be changed on the garage door or opener without our prior written consent.

8. **SECURITY.** Always remember to lock any door of a garage or storage unit and any door between a garage and the dwelling. When leaving, be sure to lock all keyed deadbolt locks.

9. **INSURANCE AND LOSS/DAMAGE TO YOUR PROPERTY.** Any area covered by this addendum is accepted by you "as is." You will maintain liability and comprehensive insurance coverage for any vehicle parked or stored. We will have no responsibility for loss or damage to vehicles or other property parked or stored in a garage, carport, or storage unit, whether caused by accident, fire, theft, water, vandalism, pests, mysterious disappearance, or otherwise except to the extent caused by our omission, fault, negligence, or misconduct. We are not responsible for pest control in such areas.

10. **COMPLIANCE.** As allowed by law, we may periodically open and enter garages and storerooms to ensure compliance with this addendum. In that event, written notice of such opening and entry will be left inside the main entry door of your dwelling or inside the door between the garage and your dwelling.

11. **NO LOCK CHANGES, ALTERATIONS, OR IMPROVEMENTS.** Without our prior written consent, locks on doors of garages and storage units may not be rekeyed, added, or changed, and improvements, alterations, or electrical extensions or changes to the interior or exterior of such areas are not allowed. You may not place nails, screws, bolts, or hooks into walls, ceilings, floors, or doors. Any damage not caused by us or our representatives to areas covered by this addendum will be paid for by you.

12. **MOVE-OUT AND REMEDIES.** Any items remaining in a garage, carport or storage unit after you have vacated the dwelling unit, and we have recovered possession of said dwelling unit, will be considered abandoned property and we may remove, sell or otherwise dispose of the property left in the abandoned or surrendered garage, carport or storage unit as we see fit.

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13. SPECIAL PROVISIONS. In the event that Resident's apartment is included in the community's affordable housing program, if any, the additional required payment for the checked area(s) of paragraph 3, are required to be paid at the same time as monthly rent and are not included as part of the total rent referenced in the Rent and Charges paragraph of the Apartment Lease Contract; failure to pay shall be a breach of this Addendum and subject to revocation of the use of the checked area(s), but shall not be considered additional rent pursuant to program guidelines. The following special provisions control over conflicting provisions of this printed form:

Garage spaces are unassigned.

Resident or Residents
(All residents must sign here)

Beth Materna

Owner or Owner's Representative
(signs here)

Jessica Munoz

Date of Lease Contract

January 11, 2023

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SUSTAINABLE LIVING ADDENDUM

1. **DWELLING UNIT DESCRIPTION.**
Unit No. S338, 552 Victory Road _____ *(street address)* in Quincy *(city)*, Massachusetts, 02171 *(zip code)*.

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract Date: January 11, 2023
Owner's name: Marina Bay Residences, LLC

Residents *(list all residents - leaseholders and occupants)*:
Beth Louise Materna

Occupants:

This Addendum constitutes an Addendum to the above-described Lease Contract for the above-described premises and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. **PURPOSE OF ADDENDUM.** This Addendum will provide requirements and guidelines that are beneficial to improve the quality of the Community's social, environmental, and economic impact for all. All Residents are required to sign this Addendum.

4. **ENERGY EFFICIENCY.** The following are guidelines recommended to reduce overall energy consumption and reduce electricity/gas expenses.

Thermostat Settings. During the winter months, Energy.gov (https://www.energy.gov/)recommends setting your thermostat to 68°F while you are awake and setting it lower while you are asleep or away from home. Considerations should be made for extremely cold temperatures as to avoid freezing pipes.

During the summer months, with central air conditioning, Energy.gov recommends setting the thermostat to 78°F while you are occupying the apartment and need cooling and setting the thermostat higher while you are away. Energy.gov recommends that you set your thermostat at as high a temperature as comfortably possible and ensure humidity control if needed.

Please note that the thermostat settings listed above are only recommended guidelines and that the appropriate thermostat setting will depend upon weather conditions and the size and layout of your unit.

Lighting and Light Bulbs. Use natural light when possible. Consider replacing standard incandescent light bulbs with energy-saving compact fluorescent light bulbs (CFLs) or light-emitting diodes (LEDs).

Appliances. We strongly encourage the use of appliances that have the ENERGY STAR label or other energy-efficient labeling.

Conserve Electricity. Consider unplugging chargers for power tools, mobile phones, laptops, televisions, and other electronic devices when not in use, or when you plan to be away from the apartment for an extended period of time.

5. **WATER EFFICIENCY – REQUIREMENTS AND SUGGESTIONS.** The following requirements and suggestions will help reduce overall water consumption at the Community.

Requirements.

- Residents are required to report leaks to owner immediately to prevent damage, conserve water, and manage water/sewer costs.
- The apartment may come equipped with water saving fixtures and appliances, including, but not limited to, showerheads, toilets, faucets, dishwashers, and washing machines. Residents are required to receive written approval from us prior to replacing or altering any of these fixtures/appliances.

Suggestions.

- Every drop counts! Turn off water when shaving, washing hands, and brushing your teeth.
- When doing laundry, also consider only washing full loads. When washing small loads, be sure to use the appropriate water level setting.

6. **WASTE AND RECYCLING – REQUIREMENTS AND SUGGESTIONS.** The following requirements and suggestions will help reduce overall waste consumption and reduce waste expenses.

Requirements.

- All Residents are required to dispose of waste and recyclables in the appropriate containers in accordance with the Owner's Rules and Regulations, in addition to any applicable local ordinances.
- Per common practice, the following materials are generally not recyclable: Styrofoam, window glass and mirrors, electronic waste (TVs and computers), motor oil containers, yard waste, chemicals, cleaning products or solutions, chemical containers, shredded paper, plastic bags, ceramics or dishes, food waste, scrap metal, monitors.

Suggestions.

- For materials that are not recyclable, we recommend finding ways to reduce and reuse those items. Visit https://www.plasticfilmrecycling.org for additional information.
- We encourage you to contact your local Waste Industries branch or recycling center to find a list of accepted materials for your recycling center.

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7. **INDOOR ENVIRONMENT AND WELLNESS.** The following are guidelines which promote the quality of the indoor environment and wellness:
   - This Community ☒ is ☐ is not a smoke-free environment. If the Community is a smoke-free environment, then no smoking or vaping is allowed anywhere in the Community, at any time. Smoking refers to any use or possession of a cigar, cigarette, electronic cigarette, hookah, vaporizer, dab pen, juul, bowl, bong, or pipe which can be used to burn, light, vaporize, or ignite a product including, but not limited to, tobacco, marijuana, nicotine salts, THC cartridges, vape liquids, juul pods, oils or any other similar products, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke or vapor from such product. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons. Please refer to the No-Smoking Addendum for further information.
   - Owner provides common area cleaning using only products that have the Green Cleaning® seal or a similar green certification. Owner recommends that Residents also use like products in the cleaning of their units.

8. **SEVERABILITY.** If any provision of this Addendum to the Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum to the Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Addendum to the Lease Contract while preserving the intent of the parties.

9. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign)

Beth Materna

Owner or Owner's Representative
(signs below)

Jessica Munoz

Date of Signing Addendum

01/31/2023

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BOZZUTO

ADDENDUM OF SPECIAL PROVISIONS
TO MASSACHUSETTS LEASE

This Addendum to the Lease dated 01/11/2023 by and between insert Marina Bay Residences, LLC ("Owner"), by its agent Bozzuto Management Company ("Agent") and Beth Louise Materna ("Resident") shall be incorporated in and made a part of the aforesaid Lease and shall be renewed and shall expire under the same terms and conditions of the Lease. In the event of any contradiction between the terms of this Addendum and any other Addendum or the Lease, this Addendum shall control.

Security Deposit
Notwithstanding any provisions of the Lease to the contrary, owner reserves the right to require that the security deposit be paid in certified funds.

Utilities and Services
If, during the term of the Lease, Resident fails to pay all charges for utilities and other services required by the Utility Addendum for Water & Sewer, Owner will apply a portion of the next month's rent to any outstanding balances under said Addendum first. If Resident fails to transfer any utilities into their name, as required by the Lease and Utility Addendum, then Resident shall be in material violation of the Lease and subject to Lease termination.

Third Party Vendors
From time to time Owner may share information regarding various third party vendors who can provide residents with direct services ("Third Party Vendor(s)") to be performed either by the Third Party Vendor's own employees or by connecting residents to various service providers. When obtaining services from, or hiring, a Third Party Vendor, you agree that Owner is not part of any contractual relationship with said Third Party Vendor and shall not be liable for any property damage, physical injury or consequential damages caused either directly or indirectly by said Third Party Vendors.

For Active Construction Sites
Resident understands and acknowledges that the Apartment community, including public, common areas and amenities, is now or in the future may be under construction or renovation ("Construction Activity"). Resident acknowledges that this Construction Activity may cause noise, inconveniences and disturbances to Resident's quiet enjoyment of the Apartment community. Resident further acknowledges that areas covered by the Construction Activity may be unavailable for use by Resident and any occupants or guests.

Resident acknowledges that there may be active and on-going construction in the Apartment community. Resident agrees to exercise extreme care and caution while travelling through the walkways, hallways, stairwells and all public and common areas of the Apartment community. Resident agrees to follow all instructions or directions provided by Owner. Resident agrees not to enter any areas which are protected by barricades or which are posted as being closed to all but construction personnel unless escorted in. Resident agrees that access to the Apartment community is limited to those walkways, hallways, stairwells and other common and public areas which Resident has been expressly notified are available for use.

Multiple Residents or Occupants – Notices
Notwithstanding contrary provisions in the Lease, notices of Lease termination and notices to vacate are only valid if signed by all Residents who have signed the Lease.

Notice of Exposure to Airborne Allergens, including Smoke, Chemicals, Perfumes and Animal Allergens
Residents and occupants of the Apartment community hereby accept notice that they may be exposed to airborne allergens including, but not limited to, smoke, vapors, scented chemicals, perfumes and animal dander and fur ("Allergens"). Scented chemicals, including paint, cleaners, air fresheners, and insecticides, are used by Owner in the Apartment community's maintenance and repair processes and they are also used by Residents.

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Owner does not guarantee that any Apartments or the common and public areas will be free from Allergens. By entering into this Lease, Resident acknowledges that he/she, occupants and guests may be exposed to Allergens

Notwithstanding the foregoing, Owner reserves the right to restrict, and in some cases prohibit, the keeping of animals, and the use of chemicals and perfumes by Residents, occupants and guests inside Apartments and in common and public areas of the Apartment community.

Notice to Residents with Animal Allergies and Other Disabilities Related to Animals:
Residents and occupants hereby accept notice that no part of this Apartment community is or will be free of animals. Federal law requires that service and assistance animals be allowed to reside in Apartment communities and on floors that are designated as "pet free."

Extended Absences
Resident agrees to give notice to Owner of any anticipated extended absences from the Apartment in excess of seven (7) days. Resident will be held liable for any damages caused by failure to provide said notice.

EV Charging Stations
EV charging stations are for the use of ALL residents. These stations are not assigned or designated for any individual resident's use. As a courtesy to fellow residents we suggest that you only park in those designated spaces while actively charging your vehicle and move your vehicle upon completion, however, Management will not enforce or request any movement of vehicles in these locations. Further, you use this equipment at your own risk to person and property. Landlord will not be liable for any damage to person or property except for its own fault, omission, negligence or misconduct.

Owner's Security Policy
If security systems, security devices, or walk-through/drive-through patrols are utilized at this Apartment community, no representation is made that they will prevent injury, theft or vandalism. Those persons walking or driving through the complex on behalf of Owner are independent contractors and have no greater authority under the law to restrain or arrest criminals or to prevent crime than the ordinary citizen. Owner reserves the right to reduce, modify or eliminate any such independent contractors, security systems, security devices, or services (other than those required by law, if any) at any time, without notice to Resident; and such action shall not be a breach of any obligation or warranty on the part of Owner. "Neighborhood Crime Watch" signs, if any, do not imply safety or security. Owner has not represented that the Apartment community has been or will be free from crime. Resident further acknowledges that Owner is not obligated under any circumstances to respond to any signal from an intrusion alarm system.

Consent to Collection, Use and Disclosure of Personal Information
Resident agrees that Owner may collect personal information, including but not limited to names, addresses, phone numbers, email addresses and credit card information ("Personal Information") about Resident, Resident's spouse, domestic partner, dependents, family members or occupants ("Information Providers") residing in the apartment for the purpose of administering certain services to Information Providers which may include, but not be limited to, services necessary or appropriate to complete any transaction, delivery, or provision of products and services that Owner may offer or provide from time-to-time ("Owner Services"). Resident consents to the exchange of Personal Information between Owner and the various vendors and service providers that may from time to time be selected or utilized by Owner, or a vendor/service provider required to be a party to certain transactions, delivery or provision of Owner Services (collectively, "Service Providers"), or their respective agents, for the purposes of administering and carrying out the Owner Services, and other related purposes or as permitted or required by law. Resident further consents to the Service Providers' collection of Personal Information relating to the use of such Personal Information by Service Providers for the purposes described herein.

Resident Estoppel
If Resident is executing this Lease as a renewal to a current Lease, Resident acknowledges and agrees that all of the obligations of Owner under the current Lease have been duly performed and completed. Resident has no claims against Owner and Owner is not in default under the current Lease. The Apartment, including all improvements and common areas, satisfy the requirements of the current Lease and have been accepted and approved by Resident.

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Subordination and Attornment

Resident agrees that the Lease and all of Resident's rights hereunder, is now and shall continue at all times to be subject and subordinate to the lien of any mortgage held by Owner on the Apartment community, and to any and all increases, renewals, substitutions, replacements and/or consolidations of any mortgage, and to any future mortgage affecting the Apartment community. Upon any transfer of Owner's mortgage of the Apartment community, by sale, foreclosure or otherwise, Resident agrees to accept, and recognize and attorn to any new Owner of the Apartment community and accept said new Owner as the Owner under the same terms and conditions as set forth under this Lease.

I have read, understand, and agree to this **Addendum to the Lease.**

RESIDENT(S):	**OWNER**
Beth Materna Signature	Jessica Munoz Signature
Signature	Printed Name
Signature	01/31/2023 Date
Signature	
Signature	
Signature	
01/31/2023 Date	

EQUAL HOUSING OPPORTUNITY

Blue Moon eSignature Services Document ID: 353559281

E-SIGNATURE CERTIFICATE

This certificate details the actions recorded during the signing of this Document.

bluemoon

DOCUMENT INFORMATION

Status	Signed
Document ID	353559281
Submitted	01/31/23
Total Pages	50
Forms Included	Apartment Lease Form, All-In-One Utility Addendum, Mold Information and Prevention Addendum, Bed Bug Addendum, Short-Term Subletting or Rental Prohibited, Mixed Use Addendum, Package Acceptance Addendum, Photo, Video, and Statement Release Addendum, Bozzuto Insurance Addendum 2019, Massachusetts Community Policies, Massachusetts Recreational Marijuana Addendum, No-Smoking Addendum, Water/Sewer Usage Addendum, Animal Addendum, Lease Renewal/Extension Non-Waiver of Rights Addendum, All States - Social Gatherings/Alcohol Addendum, All States - Valet Trash Pick-up Addendum, Enclosed Garage Addendum, Sustainable Living Addendum, Massachusetts - Special Provisions 2

PARTIES

Beth Materna

signer key: a58170bd8ffaf9a0e1a80ba3df542c8e
IP address: 24.91.168.231
signing method: Blue Moon eSignature Services
authentication method: eSignature by email bmaterna1@gmail.com
browser: Mozilla/5.0 (iPhone; CPU iPhone OS 16_0_3 like Mac OS X) AppleWebKit/605.1.15 (KHTML, like Gecko) Version/16.0 Mobile/15E148 Safari/604.1

Jessica Munoz

signer key: 70ad19af02314d9855c04faa952b61c0
IP address: 10.100.20.14
signing method: Blue Moon eSignature Services
authentication method: eSignature by email merielmarinabay@bozzuto.com
browser: PHP 7.3.29/SOAP

(Assistant General Manager)

DOCUMENT AUDIT

1	01/31/23 12:07:55 PM CST	Beth Materna accepted Consumer Disclosure
2	01/31/23 12:10:57 PM CST	Beth Materna signed Apartment Lease Form
3	01/31/23 12:11:47 PM CST	Beth Materna signed All-In-One Utility Addendum
4	01/31/23 12:11:50 PM CST	Beth Materna dated All-In-One Utility Addendum
5	01/31/23 12:12:03 PM CST	Beth Materna signed Mold Information and Prevention Addendum
6	01/31/23 12:12:16 PM CST	Beth Materna signed Bed Bug Addendum
7	01/31/23 12:12:30 PM CST	Beth Materna signed Short-Term Subletting or Rental Prohibited
8	01/31/23 12:12:44 PM CST	Beth Materna signed Mixed Use Addendum
9	01/31/23 12:12:59 PM CST	Beth Materna signed Package Acceptance Addendum
10	01/31/23 12:13:27 PM CST	Beth Materna signed Photo, Video, and Statement Release Addendum
11	01/31/23 12:14:23 PM CST	Beth Materna signed Bozzuto Insurance Addendum 2019
12	01/31/23 12:16:20 PM CST	Beth Materna initialed Massachusetts Community Policies
13	01/31/23 12:17:44 PM CST	Beth Materna signed Massachusetts Community Policies

DOCUMENT AUDIT CONTINUED

14	01/31/23 12:17:46 PM CST	Beth Materna dated Massachusetts Community Policies
15	01/31/23 12:18:02 PM CST	Beth Materna signed Massachusetts Recreational Marijuana Addendum
16	01/31/23 12:18:05 PM CST	Beth Materna dated Massachusetts Recreational Marijuana Addendum
17	01/31/23 12:18:15 PM CST	Beth Materna signed No-Smoking Addendum
18	01/31/23 12:18:25 PM CST	Beth Materna signed Water/Sewer Usage Addendum
19	01/31/23 12:18:28 PM CST	Beth Materna dated Water/Sewer Usage Addendum
20	01/31/23 12:18:55 PM CST	Beth Materna signed Animal Addendum
21	01/31/23 12:19:29 PM CST	Beth Materna signed Lease Renewal/Extension Non-Waiver of Rights Addendum
22	01/31/23 12:19:34 PM CST	Beth Materna dated Lease Renewal/Extension Non-Waiver of Rights Addendum
23	01/31/23 12:19:58 PM CST	Beth Materna signed All States - Social Gatherings/Alcohol Addendum
24	01/31/23 12:20:04 PM CST	Beth Materna dated All States - Social Gatherings/Alcohol Addendum
25	01/31/23 12:20:29 PM CST	Beth Materna dated All States - Valet Trash Pick-up Addendum
26	01/31/23 12:20:36 PM CST	Beth Materna signed All States - Valet Trash Pick-up Addendum
27	01/31/23 12:20:51 PM CST	Beth Materna signed Enclosed Garage Addendum
28	01/31/23 12:21:04 PM CST	Beth Materna signed Sustainable Living Addendum
29	01/31/23 12:21:17 PM CST	Beth Materna signed Massachusetts - Special Provisions 2
30	01/31/23 12:21:19 PM CST	Beth Materna dated Massachusetts - Special Provisions 2
31	01/31/23 12:21:25 PM CST	Beth Materna submitted signed documents
32	01/31/23 03:03:15 PM CST	Jessica Munoz signed Apartment Lease Form
33	01/31/23 03:03:15 PM CST	Jessica Munoz signed All-In-One Utility Addendum
34	01/31/23 03:03:15 PM CST	Jessica Munoz dated All-In-One Utility Addendum
35	01/31/23 03:03:15 PM CST	Jessica Munoz signed Mold Information and Prevention Addendum
36	01/31/23 03:03:15 PM CST	Jessica Munoz signed Bed Bug Addendum
37	01/31/23 03:03:15 PM CST	Jessica Munoz dated Bed Bug Addendum
38	01/31/23 03:03:15 PM CST	Jessica Munoz signed Short-Term Subletting or Rental Prohibited
39	01/31/23 03:03:15 PM CST	Jessica Munoz dated Short-Term Subletting or Rental Prohibited
40	01/31/23 03:03:15 PM CST	Jessica Munoz signed Mixed Use Addendum
41	01/31/23 03:03:15 PM CST	Jessica Munoz dated Mixed Use Addendum
42	01/31/23 03:03:15 PM CST	Jessica Munoz signed Package Acceptance Addendum
43	01/31/23 03:03:15 PM CST	Jessica Munoz dated Package Acceptance Addendum
44	01/31/23 03:03:15 PM CST	Jessica Munoz signed Photo, Video, and Statement Release Addendum
45	01/31/23 03:03:15 PM CST	Jessica Munoz dated Photo, Video, and Statement Release Addendum
46	01/31/23 03:03:15 PM CST	Jessica Munoz signed Bozzuto Insurance Addendum 2019
47	01/31/23 03:03:15 PM CST	Jessica Munoz initialed Massachusetts Community Policies
48	01/31/23 03:03:15 PM CST	Jessica Munoz signed Massachusetts Community Policies
49	01/31/23 03:03:15 PM CST	Jessica Munoz dated Massachusetts Community Policies
50	01/31/23 03:03:15 PM CST	Jessica Munoz signed Massachusetts Recreational Marijuana Addendum
51	01/31/23 03:03:15 PM CST	Jessica Munoz signed No-Smoking Addendum
52	01/31/23 03:03:15 PM CST	Jessica Munoz signed Water/Sewer Usage Addendum
53	01/31/23 03:03:15 PM CST	Jessica Munoz dated Water/Sewer Usage Addendum
54	01/31/23 03:03:15 PM CST	Jessica Munoz signed Animal Addendum
55	01/31/23 03:03:15 PM CST	Jessica Munoz dated Animal Addendum
56	01/31/23 03:03:15 PM CST	Jessica Munoz signed Lease Renewal/Extension Non-Waiver of Rights Addendum
57	01/31/23 03:03:15 PM CST	Jessica Munoz dated Lease Renewal/Extension Non-Waiver of Rights Addendum
58	01/31/23 03:03:15 PM CST	Jessica Munoz signed All States - Social Gatherings/Alcohol Addendum
59	01/31/23 03:03:15 PM CST	Jessica Munoz signed All States - Valet Trash Pick-up Addendum
60	01/31/23 03:03:15 PM CST	Jessica Munoz dated All States - Valet Trash Pick-up Addendum

DOCUMENT AUDIT CONTINUED

61	01/31/23 03:03:15 PM CST	Jessica Munoz signed Enclosed Garage Addendum
62	01/31/23 03:03:15 PM CST	Jessica Munoz signed Sustainable Living Addendum
63	01/31/23 03:03:15 PM CST	Jessica Munoz dated Sustainable Living Addendum
64	01/31/23 03:03:15 PM CST	Jessica Munoz signed Massachusetts - Special Provisions 2
65	01/31/23 03:03:15 PM CST	Jessica Munoz dated Massachusetts - Special Provisions 2
66	01/31/23 03:03:15 PM CST	Jessica Munoz submitted signed documents

EXHIBIT B

Resident Ledger

BOZZUTO

Date: 07/31/2023

Code	t0309141	**Property**	00000759	**Lease From**	02/15/2023
Name	Beth Materna	**Unit**	S338	**Lease To**	02/14/2024
Address	550 Victory Road #338	**Status**	Past	**Move In**	02/15/2020
		Rent	3350.00	**Move Out**	05/20/2023
City	Quincy, MA 02171	**Phone (H)**		**Phone (W)**	(617) 372-6445

Date	Chg Code	Description	Charge	Payment	Balance	Chg/Rec
01/27/2020	holdfee	Holding Fee (Beth Materna)	500.00		500.00	27785805
01/27/2020		chk# 57680154 Credit Card On-Line Payment ; Web - Online Leasing		500.00	0.00	15178183
02/15/2020	holdfee	Holding Fee-Rent Cafe	(500.00)		(500.00)	28108676
02/15/2020	rent	Rent for 15 days	1,472.59		972.59	28108679
02/15/2020		chk# 1342 :CHECKscan Payment		1,050.17	(77.58)	15284992
03/01/2020	rent	Rent-Current Acct Period ONLY (03/2020)	2,847.00		2,769.42	28194033
03/01/2020	park	Parking-Reserved (03/2020)	150.00		2,919.42	28194034
03/05/2020		chk# 1354 :CHECKscan Payment		2,919.42	0.00	15376132
04/01/2020	rent	Rent-Current Acct Period ONLY (04/2020)	2,847.00		2,847.00	28539130
04/01/2020	park	Parking-Reserved (04/2020)	150.00		2,997.00	28539131
04/01/2020	ocisew	Utility - Sewer - 02/15/20-03/01/20	10.29		3,007.29	28695931
04/01/2020	ociwat	Utility - Water - 02/15/20-03/01/20	4.85		3,012.14	28695932
04/09/2020	rent	Rent-Current Acct Period ONLY	(2,874.00)		138.14	28793718
04/10/2020		chk# :ACH-WEB Online Payment - EFT Payment. Mobile Web - Resident Services		138.14	0.00	15512806
05/01/2020	rent	Rent-Current Acct Period ONLY (05/2020)	2,847.00		2,847.00	28892107
05/01/2020	park	Parking-Reserved (05/2020)	150.00		2,997.00	28892108
05/01/2020	ocisew	Utility - Sewer - 03/01/20-04/01/20	34.44		3,031.44	29091901
05/01/2020	ociwat	Utility - Water - 03/01/20-04/01/20	16.05		3,047.49	29091902
05/12/2020		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		3,047.49	0.00	15635484
06/01/2020	rent	Rent-Current Acct Period ONLY (06/2020)	2,847.00		2,847.00	29257124
06/01/2020	park	Parking-Reserved (06/2020)	150.00		2,997.00	29257125
06/01/2020	ocisew	Utility - Sewer - 04/01/20-05/01/20	38.45		3,035.45	29453426
06/01/2020	ociwat	Utility - Water - 04/01/20-05/01/20	17.92		3,053.37	29453427
06/18/2020		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		3,053.37	0.00	15781306
07/01/2020	rent	Rent-Current Acct Period ONLY (07/2020)	2,847.00		2,847.00	29635744
07/01/2020	park	Parking-Reserved (07/2020)	150.00		2,997.00	29635745
07/01/2020	ocisew	Utility - Sewer - 05/01/20-06/01/20	41.71		3,038.71	29821663
07/01/2020	ociwat	Utility - Water - 05/01/20-06/01/20	19.44		3,058.15	29821664
07/12/2020		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		3,058.15	0.00	15905258
08/01/2020	rent	Rent-Current Acct Period ONLY (08/2020)	2,847.00		2,847.00	30019760
08/01/2020	park	Parking-Reserved (08/2020)	150.00		2,997.00	30019761
08/01/2020	ocisew	Utility - Sewer - 06/01/20-07/01/20	33.29		3,030.29	30226098
08/01/2020	ociwat	Utility - Water - 06/01/20-07/01/20	15.52		3,045.81	30226100
08/12/2020		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		3,045.81	0.00	16044823
09/01/2020	rent	Rent-Current Acct Period ONLY (09/2020)	2,847.00		2,847.00	30405404
09/01/2020	park	Parking-Reserved (09/2020)	150.00		2,997.00	30405405
09/01/2020	ocisew	Utility - Sewer - 07/01/20-08/01/20	30.59		3,027.59	30606957
09/01/2020	ociwat	Utility - Water - 07/01/20-08/01/20	12.93		3,040.52	30606958
09/09/2020		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		3,040.52	0.00	16175638
10/01/2020	rent	Rent-Current Acct Period ONLY (10/2020)	2,847.00		2,847.00	30782981
10/01/2020	park	Parking-Reserved (10/2020)	150.00		2,997.00	30782982
10/01/2020	ocisew	Utility - Sewer - 08/01/20-09/01/20	32.81		3,029.81	30989883
10/01/2020	ociwat	Utility - Water - 08/01/20-09/01/20	15.07		3,044.88	30989885
10/01/2020	keys	New Key (WS)	25.00		3,069.88	31017916
10/07/2020		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		3,069.88	0.00	16301484
11/01/2020	rent	Rent-Current Acct Period ONLY (11/2020)	2,847.00		2,847.00	31158194
11/01/2020	park	Parking-Reserved (11/2020)	150.00		2,997.00	31158195

11/01/2020	ocisew	Utility - Sewer - 09/01/20-10/01/20	36.88		3,033.88	31387945
11/01/2020	ociwat	Utility - Water - 09/01/20-10/01/20	16.94		3,050.82	31387946
11/04/2020		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		3,050.82	0.00	16419515
12/01/2020	rent	Rent-Current Acct Period ONLY (12/2020)	2,847.00		2,847.00	31537971
12/01/2020	park	Parking-Reserved (12/2020)	150.00		2,997.00	31537972
12/01/2020	ocisew	Utility - Sewer - 10/01/20-11/01/20	31.45		3,028.45	31763975
12/01/2020	ociwat	Utility - Water - 10/01/20-11/01/20	14.45		3,042.90	31763976
12/07/2020		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		3,042.90	0.00	16562168
01/01/2021	rent	Rent-Current Acct Period ONLY (01/2021)	2,847.00		2,847.00	31917457
01/01/2021	park	Parking-Reserved (01/2021)	150.00		2,997.00	31917458
01/01/2021	ocisew	Utility - Sewer - 11/01/20-12/01/20	48.53		3,045.53	32139357
01/01/2021	ociwat	Utility - Water - 11/01/20-12/01/20	22.29		3,067.82	32139358
01/05/2021		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		3,067.82	0.00	16676746
02/01/2021	rent	Rent-Current Acct Period ONLY (02/2021) 14 days	1,423.50		1,423.50	32302571
02/01/2021	rent	Rent-Current Acct Period ONLY (02/2021) 14 days	1,453.50		2,877.00	32302572
02/01/2021	park	Parking-Reserved (02/2021) 14 days	75.00		2,952.00	32302573
02/01/2021	park	Parking-Reserved (02/2021) 14 days	75.00		3,027.00	32302574
02/01/2021	ocisew	Utility - Sewer - 12/01/20-01/01/21	39.41		3,066.41	32531353
02/01/2021	ociwat	Utility - Water - 12/01/20-01/01/21	18.10		3,084.51	32531355
02/10/2021		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		3,084.51	0.00	16837700
03/01/2021	rent	Rent-Current Acct Period ONLY (03/2021)	2,907.00		2,907.00	32682454
03/01/2021	park	Parking-Reserved (03/2021)	150.00		3,057.00	32682455
03/01/2021	ocisew	Utility - Sewer - 01/01/21-02/01/21	37.27		3,094.27	32924529
03/01/2021	ociwat	Utility - Water - 01/01/21-02/01/21	17.12		3,111.39	32924531
03/05/2021		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		3,111.39	0.00	16955881
04/01/2021	rent	Rent-Current Acct Period ONLY (04/2021)	2,907.00		2,907.00	33077099
04/01/2021	park	Parking-Reserved (04/2021)	150.00		3,057.00	33077100
04/01/2021	ocisew	Utility - Sewer - 02/01/21-03/01/21	34.36		3,091.36	33327599
04/01/2021	ociwat	Utility - Water - 02/01/21-03/01/21	15.78		3,107.14	33327600
04/05/2021		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		3,107.14	0.00	17093552
05/01/2021	rent	Rent-Current Acct Period ONLY (05/2021)	2,907.00		2,907.00	33475076
05/01/2021	park	Parking-Reserved (05/2021)	150.00		3,057.00	33475077
05/01/2021	ocisew	Utility - Sewer - 03/01/21-04/01/21	35.52		3,092.52	33715053
05/01/2021	ociwat	Utility - Water - 03/01/21-04/01/21	16.32		3,108.84	33715054
06/01/2021	rent	Rent-Current Acct Period ONLY (06/2021)	2,907.00		6,015.84	33882306
06/01/2021	park	Parking-Reserved (06/2021)	150.00		6,165.84	33882307
06/01/2021	ocisew	Utility - Sewer - 04/01/21-05/01/21	37.08		6,202.92	34112907
06/01/2021	ociwat	Utility - Water - 04/01/21-05/01/21	17.03		6,219.95	34112908
06/01/2021		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		6,219.95	0.00	17324813
07/01/2021	rent	Rent-Current Acct Period ONLY (07/2021)	2,907.00		2,907.00	34308123
07/01/2021	park	Parking-Reserved (07/2021)	150.00		3,057.00	34308124
07/01/2021	ocisew	Utility - Sewer - 05/01/21-06/01/21	30.48		3,087.48	34574413
07/01/2021	ociwat	Utility - Water - 05/01/21-06/01/21	14.00		3,101.48	34574414
07/28/2021		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		3,101.48	0.00	17602239
08/01/2021	rent	Rent-Current Acct Period ONLY (08/2021)	2,907.00		2,907.00	34743139
08/01/2021	park	Parking-Reserved (08/2021)	150.00		3,057.00	34743140
08/01/2021	ocisew	Utility - Sewer - 06/01/21-07/01/21	34.17		3,091.17	35019955
08/01/2021	ociwat	Utility - Water - 06/01/21-07/01/21	23.26		3,114.43	35019956
08/18/2021		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		3,114.43	0.00	17741002
09/01/2021	rent	Rent-Current Acct Period ONLY (09/2021)	2,907.00		2,907.00	35189229
09/01/2021	park	Parking-Reserved (09/2021)	150.00		3,057.00	35189230
09/01/2021	ocisew	Utility - Sewer - 07/01/21-08/01/21	30.01		3,087.01	35460193
09/01/2021	ociwat	Utility - Water - 07/01/21-08/01/21	14.77		3,101.78	35460194
09/21/2021		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		3,101.78	0.00	17905571
10/01/2021	rent	Rent-Current Acct Period ONLY (10/2021)	2,907.00		2,907.00	35633351
10/01/2021	park	Parking-Reserved (10/2021)	150.00		3,057.00	35633352
10/01/2021	ocisew	Utility - Sewer - 08/01/21-09/01/21	32.75		3,089.75	35766825
10/01/2021	ociwat	Utility - Water - 08/01/21-09/01/21	16.12		3,105.87	35766828
10/27/2021		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		3,105.87	0.00	18064880
11/01/2021	rent	Rent-Current Acct Period ONLY (11/2021)	2,907.00		2,907.00	36074514
11/01/2021	park	Parking-Reserved (11/2021)	150.00		3,057.00	36074515
11/01/2021	ocisew	Utility - Sewer - 09/01/21-10/01/21	34.71		3,091.71	36364990

11/01/2021	ociwat	Utility - Water - 09/01/21-10/01/21	17.08		3,108.79	36364991
11/18/2021		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		3,108.79	0.00	18197917
12/01/2021	rent	Rent-Current Acct Period ONLY (12/2021)	2,907.00		2,907.00	36507493
12/01/2021	park	Parking-Reserved (12/2021)	150.00		3,057.00	36507494
12/01/2021	ocisew	Utility - Sewer - 10/01/21-11/01/21	35.11		3,092.11	36637580
12/01/2021	ociwat	Utility - Water - 10/01/21-11/01/21	17.28		3,109.39	36637581
12/05/2021		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		3,109.39	0.00	18306643
12/29/2021	Concoth	Balcony Concession - December	(150.00)		(150.00)	36873768
01/01/2022	rent	Rent-Current Acct Period ONLY (01/2022)	2,907.00		2,757.00	36938967
01/01/2022	park	Parking-Reserved (01/2022)	150.00		2,907.00	36938968
01/01/2022	ocisew	Utility - Sewer - 11/01/21-12/01/21	36.67		2,943.67	37068847
01/01/2022	ociwat	Utility - Water - 11/01/21-12/01/21	18.05		2,961.72	37068849
01/25/2022		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		2,961.72	0.00	18481696
01/28/2022	Concoth	January Balcony Prorated Concession	(24.00)		(24.00)	37296111
02/01/2022	rent	Rent-Current Acct Period ONLY (02/2022)	2,907.00		2,883.00	37362938
02/01/2022	park	Parking-Reserved (02/2022)	150.00		3,033.00	37362939
02/01/2022	ocisew	Utility - Sewer - 12/01/21-01/01/22	36.28		3,069.28	37494483
02/01/2022	ociwat	Utility - Water - 12/01/21-01/01/22	17.86		3,087.14	37494484
02/23/2022		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		3,087.14	0.00	18613603
03/01/2022	ocisew	Utility - Sewer - 01/01/22-02/01/22	27.65		27.65	37745823
03/01/2022	ociwat	Utility - Water - 01/01/22-02/01/22	13.61		41.26	37745839
03/01/2022	rent	Rent-Current Acct Period ONLY (03/2022)	3,025.00		3,066.26	37970900
03/01/2022	park	Parking-Reserved (03/2022)	100.00		3,166.26	37970901
03/01/2022	park	Parking-Reserved (03/2022)	100.00		3,266.26	37970902
03/07/2022		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		3,266.26	0.00	18724948
04/01/2022	ocisew	Utility - Sewer - 02/01/22-03/01/22	21.67		21.67	38222745
04/01/2022	ociwat	Utility - Water - 02/01/22-03/01/22	12.55		34.22	38222746
04/01/2022	park	Parking-Reserved (04/2022)	100.00		134.22	38384225
04/01/2022	rent	Rent-Current Acct Period ONLY (04/2022)	3,025.00		3,159.22	38384226
04/01/2022	park	Parking-Reserved (04/2022)	100.00		3,259.22	38384227
04/13/2022		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		3,259.22	0.00	18882186
05/01/2022	park	Parking-Reserved (05/2022)	100.00		100.00	38675708
05/01/2022	park	Parking-Reserved (05/2022)	100.00		200.00	38675709
05/01/2022	rent	Rent-Current Acct Period ONLY (05/2022)	3,025.00		3,225.00	38675710
05/01/2022	ocisew	Utility - Sewer - 03/01/22-04/01/22	29.57		3,254.57	38814774
05/01/2022	ociwat	Utility - Water - 03/01/22-04/01/22	17.08		3,271.65	38814779
05/17/2022		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		3,271.65	0.00	19029158
06/01/2022	rent	Rent-Current Acct Period ONLY (06/2022)	3,025.00		3,025.00	39103339
06/01/2022	park	Parking-Reserved (06/2022)	100.00		3,125.00	39103340
06/01/2022	park	Parking-Reserved (06/2022)	100.00		3,225.00	39103341
06/01/2022	ocisew	Utility - Sewer - 04/01/22-05/01/22	30.79		3,255.79	39274280
06/01/2022	ociwat	Utility - Water - 04/01/22-05/01/22	15.15		3,270.94	39274281
06/14/2022		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		3,270.94	0.00	19172995
07/01/2022	park	Parking-Reserved (07/2022)	100.00		100.00	39585394
07/01/2022	park	Parking-Reserved (07/2022)	100.00		200.00	39585395
07/01/2022	rent	Rent-Current Acct Period ONLY (07/2022)	3,025.00		3,225.00	39585396
07/01/2022	ocisew	Utility - Sewer - 05/01/22-06/01/22	31.18		3,256.18	39740342
07/01/2022	ociwat	Utility - Water - 05/01/22-06/01/22	15.35		3,271.53	39740344
07/28/2022		chk# 1405 :CHECKscan Payment		3,271.53	0.00	19347480
08/01/2022	park	Parking-Reserved (08/2022)	100.00		100.00	40038864
08/01/2022	park	Parking-Reserved (08/2022)	100.00		200.00	40038865
08/01/2022	rent	Rent-Current Acct Period ONLY (08/2022)	3,025.00		3,225.00	40038866
08/01/2022	ocisew	Utility - Sewer - 06/01/22-07/01/22	33.34		3,258.34	40230404
08/01/2022	ociwat	Utility - Water - 06/01/22-07/01/22	16.54		3,274.88	40230407
08/18/2022		chk# 1407 :CHECKscan Payment		3,274.88	0.00	19480751
09/01/2022	ocisew	Utility - Sewer - 07/01/22-08/01/22	33.13		33.13	41184942
09/01/2022	ociwat	Utility - Water - 07/01/22-08/01/22	16.43		49.56	41184945
09/01/2022	park	Parking-Reserved (09/2022)	100.00		149.56	41337268
09/01/2022	park	Parking-Reserved (09/2022)	100.00		249.56	41337269
09/01/2022	rent	Rent-Current Acct Period ONLY (09/2022)	3,025.00		3,274.56	41337270
09/22/2022		chk# 1308 :CHECKscan Payment		3,274.56	0.00	19693081
10/01/2022	park	Parking-Reserved (10/2022)	100.00		100.00	41684703

10/01/2022	park	Parking-Reserved (10/2022)	100.00		200.00	41684704
10/01/2022	rent	Rent-Current Acct Period ONLY (10/2022)	3,025.00		3,225.00	41684705
10/01/2022	ocisew	Utility - Sewer - 08/01/22-09/01/22	31.92		3,256.92	41794323
10/01/2022	ociwat	Utility - Water - 08/01/22-09/01/22	15.82		3,272.74	41794328
10/26/2022		chk# 1377 :CHECKscan Payment		3,272.24	0.50	19840159
11/01/2022	rent	Rent-Current Acct Period ONLY (11/2022)	3,025.00		3,025.50	42041710
11/01/2022	park	Parking-Reserved (11/2022)	100.00		3,125.50	42041711
11/01/2022	park	Parking-Reserved (11/2022)	100.00		3,225.50	42041712
11/01/2022	ocisew	Utility - Sewer - 09/01/22-10/01/22	32.32		3,257.82	42262887
11/01/2022	ociwat	Utility - Water - 09/01/22-10/01/22	16.02		3,273.84	42262888
11/10/2022	club	11.24.2022 South Clubroom	200.00		3,473.84	42407830
11/23/2022		chk# 1379 :CHECKscan Payment		3,273.84	200.00	19978303
12/01/2022	rent	Rent-Current Acct Period ONLY (12/2022)	3,025.00		3,225.00	42484558
12/01/2022	park	Parking-Reserved (12/2022)	100.00		3,325.00	42484559
12/01/2022	park	Parking-Reserved (12/2022)	100.00		3,425.00	42484560
12/01/2022	ocisew	Utility - Sewer	30.91		3,455.91	42808367
12/01/2022	ociwat	Utility - Water	15.33		3,471.24	42808369
12/29/2022		chk# 1380 :CHECKscan Payment		3,271.24	200.00	20120939
01/01/2023	rent	Rent-Current Acct Period ONLY (01/2023)	3,025.00		3,225.00	42990690
01/01/2023	park	Parking-Reserved (01/2023)	100.00		3,325.00	42991337
01/01/2023	park	Parking-Reserved (01/2023)	100.00		3,425.00	42991342
01/01/2023	ocisew	Utility - Sewer - 11/01/22-12/01/22	29.29		3,454.29	43205054
01/01/2023	ociwat	Utility - Water - 11/01/22-12/01/22	15.29		3,469.58	43205057
01/19/2023		chk# 1381 :CHECKscan Payment		3,269.58	200.00	20239151
01/26/2023	club	Club room cancel	(200.00)		0.00	43323861
02/01/2023	rent	Rent-Current Acct Period ONLY (02/2023) 14 days	1,512.50		1,512.50	43338820
02/01/2023	rent	Rent-Current Acct Period ONLY (02/2023) 14 days	1,675.00		3,187.50	43338821
02/01/2023	park	Parking-Reserved (02/2023) 14 days	50.00		3,237.50	43338822
02/01/2023	park	Parking-Reserved (02/2023) 14 days	50.00		3,287.50	43338823
02/01/2023	park	Parking-Reserved (02/2023) 14 days	50.00		3,337.50	43338824
02/01/2023	park	Parking-Reserved (02/2023) 14 days	50.00		3,387.50	43338825
02/01/2023	ocisew	Utility - Sewer - 12/01/22-01/01/23	33.33		3,420.83	43572895
02/01/2023	ociwat	Utility - Water - 12/01/22-01/01/23	16.54		3,437.37	43572897
02/17/2023		chk# 1309 :CHECKscan Payment NSFed by ctrl# 20384320 nsf		3,437.37	0.00	20377391
02/23/2023	nsffee	Returned check charge	75.00		75.00	43761492
02/23/2023		chk# 1309 NSF receipt Ctrl# 20377391 nsf		(3,437.37)	3,512.37	20384320
02/28/2023	latefee	Late Fee for February 2023	125.00		3,637.37	43772345
03/01/2023	park	Parking-Reserved (03/2023)	100.00		3,737.37	43814313
03/01/2023	park	Parking-Reserved (03/2023)	100.00		3,837.37	43814314
03/01/2023	rent	Rent-Current Acct Period ONLY (03/2023)	3,350.00		7,187.37	43814315
03/01/2023	ocisew	Utility - Sewer - 01/01/23-02/01/23	33.13		7,220.50	44077801
03/01/2023	ociwat	Utility - Water - 01/01/23-02/01/23	16.45		7,236.95	44077803
03/03/2023		chk# 1383 :CHECKscan Payment		3,437.37	3,799.58	20461262
03/27/2023		chk# 1384 :CHECKscan Payment		3,799.58	0.00	20518492
04/01/2023	park	Parking-Reserved (04/2023)	100.00		100.00	44244518
04/01/2023	park	Parking-Reserved (04/2023)	100.00		200.00	44244519
04/01/2023	rent	Rent-Current Acct Period ONLY (04/2023)	3,350.00		3,550.00	44244520
04/01/2023	ocisew	Utility - Sewer - 02/01/23-03/01/23	29.70		3,579.70	44529586
04/01/2023	ociwat	Utility - Water - 02/01/23-03/01/23	14.75		3,594.45	44529587
04/01/2023	gust	:Reservation #572806 - Guest Suite Rent - Meriel Marina Bay North Building Guest Suite, 4/14/2023 3:00:00 PM - 4/19/2023 11:00:00 AM (EST)	400.00		3,994.45	44567289
04/01/2023	gust	:Reservation #572806 - (rescheduled) - Meriel Marina Bay North Building Guest Suite, 4/14/2023 3:00:00 PM - 4/19/2023 11:00:00 AM (EST)	600.00		4,594.45	44567290
04/03/2023	gust	:Reservation #571703 - Guest Suite Rent - Meriel Marina Bay South Building Guest Suite, 4/13/2023 3:00:00 PM - 4/18/2023 11:00:00 AM (EST)	400.00		4,994.45	44569378
04/03/2023	gust	:Reservation #571703 - (rescheduled) - Meriel Marina Bay South Building Guest Suite, 4/13/2023 3:00:00 PM - 4/18/2023 11:00:00 AM (EST)	600.00		5,594.45	44569379
04/05/2023	gust	:Reservation #571703 - (rescheduled) - Meriel Marina Bay South Building Guest Suite, 4/13/2023 3:00:00 PM - 4/18/2023 11:00:00 AM (EST)	(600.00)		4,994.45	44576071
04/05/2023	gust	:Reservation #571703 - (rescheduled) - Meriel Marina Bay South Building Guest Suite, 4/14/2023 3:00:00 PM - 4/18/2023 11:00:00 AM (EST)	400.00		5,394.45	44576072
04/30/2023	latefee	April Late Fee	125.00		5,519.45	45028976
05/01/2023	rent	Rent-Current Acct Period ONLY (05/2023)	3,350.00		8,869.45	44682532

05/01/2023	park	Parking-Reserved (05/2023)	100.00		8,969.45	44682533
05/01/2023	park	Parking-Reserved (05/2023)	100.00		9,069.45	44682534
05/01/2023	ocisew	Utility - Sewer - 03/01/23-04/01/23	29.90		9,099.35	44971121
05/01/2023	ociwat	Utility - Water - 03/01/23-04/01/23	14.84		9,114.19	44971122
05/01/2023	Concoth	May Construction Concession	(837.50)		8,276.69	45007943
05/20/2023	rent	Rent-Current Acct Period ONLY (05/2023) Credit 11 days	(1,188.71)		7,087.98	45093882
05/20/2023	park	Parking-Reserved (05/2023) Credit 11 days	(35.48)		7,052.50	45093883
05/20/2023	park	Parking-Reserved (05/2023) Credit 11 days	(35.48)		7,017.02	45093884
05/23/2023	ocisew	Final Utility - Sewer - 04/02/23-05/20/23	42.62		7,059.64	45087662
05/23/2023	ociwat	Final Utility - Water - 04/02/23-05/20/23	21.17		7,080.81	45087663