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COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, SS

SUPERIOR COURT DEPARTMENT

SANDRA FERNANDEZ,)
)
Plaintiff,)
)
v.)
)
KECHES LAW GROUP, P.C., and)
JONATHAN D. SWEET, ESQ.,)
)
Defendants.)
)

Civil Action No. 2583CV00969

FILED
COMMONWEALTH OF MASSACHUSETTS
SUPERIOR COURT DEPARTMENT
PLYMOUTH COUNTY

JAN 15 2026

**ANSWER AND JURY DEMAND OF DEFENDANTS KECHES LAW GROUP P.C.
AND JONATHAN D. SWEET, ESQ.**

Defendants Keches Law Group, P.C. and Jonathan D. Sweet, Esq. ("Attorney Sweet"), (together "Keches") answer the *Complaint and Jury Demand* (the "Complaint") filed by plaintiff Sandra Fernandez ("Plaintiff" or "Ms. Fernandez") as follows:

AFFIRMATIVE DEFENSES

First Affirmative Defense

For its first affirmative defense, Keches states that the Complaint is frivolous, brought in bad faith, and intended solely to harass Keches. This matter arises from the class action lawsuit, *Beth Materna, et al. vs. Marina Bay Residences, LLC et al.*, Civil Action No. 82CV00389 (Norfolk Superior Court), where the tenants of a luxury apartment building brought claims against their landlord Marina Bay Residences, LLC, concerning water intrusion. Keches represented the class action plaintiffs – including Plaintiff and her spouse, Dany Abouelkhier ("Mr. Abouelkhier") – until the Court removed them as class representatives.

Thereafter, Plaintiff and Mr. Abouelkhier have acted *pro se* and engaged in a pervasive campaign of frivolous motion practice. As of December 5, 2025, Plaintiff and Mr. Abouelkhier have made over 200 filings in the various courts of the Commonwealth¹, leading the Norfolk Superior Court to issue an Order on November 19, 2025, that severely circumscribed their right to make any further filings. *See Court Order After the November 17, 2025 Conference and Hearing*, attached as Exhibit B (the “Order”). The Superior Court wrote that Plaintiff and Mr. Abouelkhier:

continue to vexatiously and wastefully consume the parties’ resources and the clerk office’s limited resources in reviewing, docketing, filing, and responding to these nonsensical papers . . . [and that they] have engaged in a campaign of harassment by their attempts to paper these cases to a slow, grinding halt. Their attempted filings are like sand in the gears that threaten to bring justice in these matters to a halt. Order at 5-6.

The current action by Plaintiff against her former counsel – who are still representing the class action plaintiffs in the underlying matter – is but a continuation of the “campaign of harassment,” but in a different venue, after having exhausted the patience of the Norfolk Superior Court.

Second Affirmative Defense

For its second affirmative defense, Keches states that Plaintiff’s claims fail as a matter of law because all damages that Plaintiff alleges to have suffered were caused in part or in whole by Plaintiff’s own conduct and actions. Plaintiff and Mr. Abouelkhier’s own failure to pay rent caused them to fall into a different legal situation from the other plaintiffs. Specifically, the failure to pay rent caused Marina Bay to bring counterclaims against them which eventually led to Mr. Abouelkhier’s removal as class representative. Moreover, the Plaintiff and Mr. Abouelkhier decided to disregard the counterclaims, contrary to the advice of Attorney Sweet.

¹ A partial listing of Plaintiff and Mr. Abouelkhier’s filings is attached as Exhibit A.

Eleventh Affirmative Defense

For its eleventh affirmative defense, Keches responds to the individual allegations of the Complaint as below.

Reservation of Rights

Keches reserves the right to amend and/or supplement these affirmative defenses at any time before the trial of this matter to assert any and all affirmative defenses not asserted herein that, upon further investigation and discovery, may prove viable against Plaintiff.

RESPONSE TO THE ALLEGATIONS OF THE COMPLAINT

I. Introduction

1. Paragraph 1 is a summary of the allegations in the Complaint to which no response is required. To the extent that any response is required, denied.

2. Paragraph 2 concerns a written document which speaks for itself. Further answering, Keches and Plaintiff initially entered into a contingency fee agreement on April 4, 2023, whereby Keches agreed to represent Plaintiff's individual claims against Marina Bay. Following further investigation, including meetings with other Marina Bay tenants, Attorney Sweet uncovered the expansive scope of the harm and large number of potential claimants, so he determined that the case needed to proceed as a class action. This decision was conveyed to Plaintiff and Mr. Abouelkhier, who both agreed to proceed with their claims as class action with Mr. Abouelkhier serving as the class representative. Thereafter, on April 26, 2023, Keches and Mr. Abouelkhier entered into a revised contingency fee agreement to that effect, which superseded the individual representation contemplated in the April 4, 2024 agreement signed by Plaintiff.

3. Denied.

4. Denied.

IV. Factual Allegations

11. Paragraph 11 concerns a written document which speaks for itself. Further answering, Keches and Plaintiff initially entered into a contingency fee agreement on April 4, 2023, whereby Keches agreed to represent Plaintiff's individual claims against Marina Bay. Following further investigation, including meetings with other Marina Bay tenants, Attorney Sweet uncovered the expansive scope of the harm and large number of potential claimants, so he determined that the case needed to proceed as a class action. This decision was conveyed to Plaintiff and Mr. Abouelkhier, who both agreed to proceed with their claims as class action with Mr. Abouelkhier serving as the class representative. Thereafter, on April 26, 2023, Keches and Mr. Abouelkhier entered into a revised contingency fee agreement to that effect, which superseded the individual representation contemplated in the April 4, 2024 agreement signed by Plaintiff.

12. Denied. Further answering, in or around March 2023, Attorney Sweet was contacted by current class representative Beth Materna and her husband to visit the property where he met with a small group of some 10-15 tenants – including Plaintiff and Mr. Abouelkhier – who wanted to discuss their issues and understand their legal rights with respect to claims against Marina Bay.

13. Denied. Further answering, in the three weeks following the initial meeting in March 2023, Attorney Sweet was contacted by numerous other tenants who expressed a collective desire to pursue a legal remedy. Thereafter, Attorney Sweet attended two much larger meetings with dozens of tenants and heard their stories and experiences at the property. Further, Attorney Sweet investigated the scope of the water intrusion in the building including from public source documents from the City of Quincy and from related litigation, *Marina Bay Residences LLC v. Callahan Construction Inc. et al.*, C.A. No. 2182CV01044 (Norfolk Superior Court).

14. Denied. Further answering, following his intensive investigation, Attorney Sweet determined that given the sizable number of potential claims that the case needed to proceed as a class action. This decision was conveyed to Plaintiff and Mr. Abouelkhier, who both agreed to proceed with their claims as class action with Mr. Abouelkhier serving as the class representative.

15. The allegations in Paragraph 15 concern a written document which speaks for itself. Further answering, Keches denies that any statement made in the letter was false or misleading.

16. Denied. Further answering, on January 6, 2025, the defendant Marina Bay Residences LLC filed its *Answer and Counterclaim to Plaintiff's First Amended Complaint* bringing a counterclaim for non-payment of rent against Mr. Abouelkhier alleging that Mr. Abouelkhier and Plaintiff owed \$68,039.96 in unpaid rent. *See Defendant Marina Bay Residences, LLC's Answer and Counterclaim to Plaintiff's First Amended Class Action Complaint*, attached as Exhibit E. The filing of the counterclaim raised serious hurdles to Mr. Abouelkhier's eligibility to serve as class representative and ultimately jeopardized the case for the other class members. Keches, Plaintiff, and Mr. Abouelkhier could not resolve the issue, and they agreed that Attorney Sweet would withdraw as counsel for Plaintiff and Mr. Abouelkhier. Thereafter, on March 10, 2025, Attorney Sweet filed his motion to withdraw. Because Mr. Abouelkhier had indicated his intention to represent the class *pro se* (which is a legal impossibility) – and in light of Attorney Sweet's representation of the other class members – Attorney Sweet's motion to withdraw also sought the severance of Mr. Abouelkhier's case and leave to file an amended complaint to substitute Beth Maderna as class representative. On March 6, 2025, the Court issued its Order that allowed the motion. *See Court's Order on motion to withdraw*, attached as Exhibit F. Based on the Order, Keches filed the *Second Amended Class Action Complaint and Jury Demand*, which did not include Plaintiff or Mr. Abouelkhier. Moreover, the Court ordered the clerk's office to open a

new docket for Mr. Abouelkhier's severed case (including the counterclaim and default), which Plaintiff was added as a party on November 15, 2025 pursuant to the Order. *See Dany Abouelkhier and Sandra Fernandez v. Marina Bay Residences LLC et al.*, 2582CV00364 (Norfolk County Superior Court). *See also Exhibit B* at 8 ("The court now adds Sandra Fernandez, on her own behalf and on behalf of the minor child K.F., as plaintiffs in civil action 2582CV00364. Their claims against Marina Bay Residence, Bozzuto Management Inc., and Delaney shall all be brought in the 2582CV00364 action. Any pleadings or filings they wish to make must be made, if at all in civil action no. 2582CV00364. Sandra Fernandez on her own behalf and on behalf of her minor child are expressly prohibited by this court ORDER from attempting to file or asking to file or seeking to file any pleading, motion, paper, or notice in either civil action 2182CV01044 or civil action 2382CV00389").

17. Denied. Further answering, Keches restates and incorporates by reference its responses to the allegations of Paragraph 16.

18. Keches admits that Plaintiff attempted to intervene in the case. Denied as to the remainder of the allegation in Paragraph 18. Further answering, on June 4, 2025, Judge Leighton denied Plaintiff's motion to intervene. Thereafter, on June 23, 2025, Plaintiff filed a Motion for Clarification Regarding Order Denying Motion to Intervene, which was denied by Judge Leighton on June 25, 2025.

19. Denied. Further answering, Keches restates and incorporates by reference its responses to the allegations of Paragraph 16.

20. Denied.

21. Denied.

22. Denied. Further answering on February 26, 2025, following Plaintiff's request, Attorney Sweet sent – by overnight mail – Plaintiff two thumb drives containing Plaintiff's voluminous client file. UPS confirmed delivery of the package on February 27, 2025.

23. Admitted that plaintiff sent Keches a cease-and-desist letter. Denied as to the remainder of the allegations in Paragraph 23.

24. Admitted that on or about February 12, 2025, plaintiff and Mr. Abouelkhier sought to discharge Keches as counsel. Denied as to the remainder of the allegations in Paragraph 24.

25. Denied. Further answering, Keches restates and incorporates by reference its responses to the allegations of Paragraph 16.

26. Denied.

27. Denied.

28. Paragraph 28 concerns a written document which speaks for itself. To the extent Plaintiff characterizes the contents of the document, denied.

29. Denied.

30. Denied. Further answering, following Plaintiff's severance from the case, her and Mr. Abouelkhier engaged in a pervasive campaign of frivolous motion practice which sought to disrupt the litigation and harass Keches. As of December 5, 2025, Plaintiff and Mr. Abouelkhier have made over 200 filings in the various courts of the Commonwealth, leading the Norfolk Superior Court to issue an Order dated November 19, 2025, that severely circumscribed their right to make any further filings.

31. Denied.

32. Denied.

33. Denied.

34. Denied.

35. Denied.

36. Denied.

37. Denied.

38. Denied.

39. Denied.

40. Denied.

41. Denied.

V. Counts

COUNT I – LEGAL MALPRACTICE (PROFESSIONAL NEGLIGENCE)

42. Keches restates and incorporates by reference its responses to the allegations of the preceding paragraphs.

43. Keches admits that Attorney Sweet is an attorney licensed to practice in the Commonwealth of Massachusetts. Keches further admits that Attorney Sweet is a partner of Keches Law Group P.C. Keches, however, denies that Attorney Sweet is an owner or that he has any ownership interest in the law firm.

44. Admitted.

45. Paragraph 45 constitutes a statement of law to which no response is required. To the extent any response is required, denied.

46. Paragraph 46 constitutes a statement of law to which no response is required. To the extent any response is required, denied.

47. Paragraph 47 constitutes a statement of law to which no response is required. To the extent any response is required, denied.

48. Paragraph 48 constitutes a statement of law to which no response is required. To the extent any response is required, denied.

COUNT II – BREACH OF FIDUCIARY DUTY

49. Keches restates and incorporates by reference its responses to the allegations of the preceding paragraphs.

50. Paragraph 50 constitutes a statement of law to which no response is required. To the extent any response is required, denied.

51. Paragraph 51 constitutes a statement of law to which no response is required. To the extent any response is required, denied.

52. Paragraph 52 constitutes a statement of law to which no response is required. To the extent any response is required, denied.

53. Paragraph 53 constitutes a statement of law to which no response is required. To the extent any response is required, denied.

54. Paragraph 54 constitutes a statement of law to which no response is required. To the extent any response is required, denied.

COUNT III – FRAUD/FRAUDULENT MISREPRESENTATION

55. Keches restates and incorporates by reference its responses to the allegations of the preceding paragraphs.

56. Paragraph 56 constitutes a statement of law to which no response is required. To the extent any response is required, denied.

57. Denied.

a. Paragraph 57 (a) concerns a written document which speaks for itself. To the extent Plaintiff characterizes the contents of the document, denied.

b. Paragraph 57 (b) concerns a written document which speaks for itself. To the extent Plaintiff characterizes the contents of the document, denied.

c. Paragraph 57 (c) concerns a written document which speaks for itself. To the extent Plaintiff characterizes the contents of the document, denied.

d. Paragraph 57 (d) concerns a written document which speaks for itself. To the extent Plaintiff characterizes the contents of the document, denied.

58. Denied.

59. Keches lacks information or knowledge to form a belief as to the allegations in Paragraph 59. To the extent that any response is required, denied.

60. Paragraph 60 constitutes a statement of law to which no response is required. To the extent any response is required, denied.

61. Denied.

COUNT IV – BREACH OF CONTRACT

62. Keches restates and incorporates by reference its responses to the allegations of the preceding paragraphs.

63. Paragraph 63 concerns a written document which speaks for itself. Further answering, Keches and Plaintiff initially entered into a contingency fee agreement on April 4, 2023, whereby Keches agreed to represent Plaintiff's individual claims against Marina Bay. Following further investigation, including meetings with other Marina Bay tenants, Attorney Sweet uncovered the expansive scope of the harm and large number of potential claimants, so he determined that the case needed to proceed as a class action. This decision was conveyed to Plaintiff and Mr. Abouelkhier, who both agreed to proceed with their claims as class action with Mr. Abouelkhier serving as the class representative. Thereafter, on April 26, 2023, Keches and

Mr. Abouelkhier entered into a revised contingency fee agreement to that effect, which superseded the individual representation contemplated in the April 4, 2024 agreement signed by Plaintiff.

64. Paragraph 64 concerns a written document which speaks for itself. Further answering, Keches and Plaintiff initially entered into a contingency fee agreement on April 4, 2023, whereby Keches agreed to represent Plaintiff's individual claims against Marina Bay. Following further investigation, including meetings with other Marina Bay tenants, Attorney Sweet uncovered the expansive scope of the harm and large number of potential claimants, so he determined that the case needed to proceed as a class action. This decision was conveyed to Plaintiff and Mr. Abouelkhier, who both agreed to proceed with their claims as class action with Mr. Abouelkhier serving as the class representative. Thereafter, on April 26, 2023, Keches and Mr. Abouelkhier entered into a revised contingency fee agreement to that effect, which superseded the individual representation contemplated in the April 4, 2024 agreement signed by Plaintiff.

65. Denied.

66. Denied.

67. Paragraph 67 constitutes a statement of law to which no response is required. To the extent any response is required, denied.

68. Paragraph 68 constitutes a statement of law to which no response is required. To the extent any response is required, denied.

COUNT V – INVASION OF PRIVACY / AUTHORIZED USE OF IDENTITY

69. Keches restates and incorporates by reference its responses to the allegations of the preceding paragraphs.

70. Denied.

71. Denied.

72. Denied.

73. Denied.

74. Paragraph 74 constitutes a statement of law to which no response is required. To the extent any response is required, denied.

75. Paragraph 75 constitutes a statement of law to which no response is required. To the extent any response is required, denied.

COUNT VI – UNJUST ENRICHMENT/RESTITUTION

76. Keches restates and incorporates by reference its responses to the allegations of the preceding paragraphs.

77. Denied.

78. Denied.

79. Denied.

80. Denied.

81. Denied.

82. Paragraph 82 constitutes a statement of law to which no response is required. To the extent any response is required, denied.

83. Paragraph 83 constitutes a statement of law to which no response is required. To the extent any response is required, denied.

COUNT VII – CONVERSION AND MISAPPROPRIATION OF CONFIDENTIAL MATERIALS

84. Keches restates and incorporates by reference its responses to the allegations of the preceding paragraphs.

85. Denied.

86. Denied.

87. Admitted.

88. Denied. Further answering on February 26, 2025, following Plaintiff's request, Attorney Sweet sent – by overnight mail – Plaintiff two thumb drives containing Plaintiff's voluminous client file. UPS confirmed delivery of the package on February 27, 2025.

89. Denied.

90. Paragraph 90 constitutes a statement of law to which no response is required. To the extent any response is required, denied.

91. Paragraph 91 constitutes a statement of law to which no response is required. To the extent any response is required, denied.

92. Paragraph 92 constitutes a statement of law to which no response is required. To the extent any response is required, denied.

COUNT VIII – DEFAMATION / FALSE STATEMENTS

93. Keches restates and incorporates by reference its responses to the allegations of the preceding paragraphs.

94. Denied.

95. Denied.

96. Denied.

97. Paragraph 97 constitutes a statement of law to which no response is required. To the extent any response is required, denied.

98. Paragraph 98 constitutes a statement of law to which no response is required. To the extent any response is required, denied.

99. Paragraph 99 constitutes a statement of law to which no response is required. To the extent any response is required, denied.

**COUNT IX – VIOLATION OF M.G.L. c. 93A (UNFAIR AND DECEPTIVE
BUSINESS PRACTICES)**

100. Keches restates and incorporates by reference its responses to the allegations of the preceding paragraphs.

101. Paragraph 101 constitutes a statement of law to which no response is required. To the extent any response is required, denied.

102. Denied.

103. Keches lacks knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph, and therefore, denies the allegations.

104. Keches lacks knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph, and therefore, denies the allegations.

105. Paragraph 105 constitutes a statement of law to which no response is required. To the extent any response is required, denied.

COUNT X – INTENTIONAL INFLECTION OF EMOTION DISTRESS³

106. Keches restates and incorporates by reference its responses to the allegations of the preceding paragraphs.

107. Paragraph 107 concerns a written document which speaks for itself. To the extent any response is required, denied.

108. Denied.

109. Denied.

110. Denied.

³ The Complaint and Jury Demand incorrectly labels Plaintiff's claim for intentional infliction of emotional distress as Count IX.

111. Paragraph 111 constitutes a statement of law to which no response is required. To the extent any response is required, denied.

112. Paragraph 112 constitutes a statement of law to which no response is required. To the extent any response is required, denied.

WHEREFORE, Keches requests that this Court:

- A. Enter judgment for Keches on all relevant counts of Plaintiff's Complaint;
- B. Award to Keches its costs, and reasonable attorneys' fees incurred in this action;
- C. Award to Keches its costs, and reasonable attorneys' fees pursuant to G.L. c. 231, § 6F; and
- D. Grant such other relief as the court deems just and proper.

JURY TRIAL DEMAND

Keches demands a trial by jury of all claims of the Complaint so triable in this matter.

Respectfully Submitted,

**KECHES LAW GROUP, P.C. and
JONATHAN D. SWEET, ESQ.**

By their attorneys,

/s/ Edward S. Cheng
Edward S. Cheng (BBO #634063)
Eyal Schwartz (BBO #713644)
SHERIN AND LODGEN LLP
One Lincoln Street
Boston, Massachusetts 02111
617.646.2000
escheng@sherin.com
eschwartz@sherin.com

Dated: January 15, 2026

CERTIFICATE OF SERVICE

I, Eyal Schwartz, hereby certify that on January 15, 2026 a true copy of the above document was served by email upon:

Sandra Fernandez, *pro se*
550 Liberty Street, Unit 905
Braintree, MA 02184
Sandrev14@yahoo.com

Proceeding Pro Se

Dated: January 15, 2026

/s/ Eyal Schwartz
Eyal Schwartz

EXHIBIT A

Motions and Notices Filed and/or Served by Abouelkhier & Fernandez

#	Action	Date Filed	Author	Title	Court Action
1.	2382CV00389	2/10/2025	Abouelkhier	Notice of Legal Representation Changes	
2.	2382CV00389	2/10/2025	Abouelkhier	Plaintiff Motion to Proceed Pro Se and Maintain Lead Plaintiff Status - Served with Affidavit of Sandra Fernandez de Villavicencio Frommer in Support.	
3.	2382CV00389	2/11/2025	Abouelkhier	Plaintiff's Emergency Motion for Immediate Sanctions Against Attorneys Jonathan Sweet and Kenneth Quat for Professional Misconduct, Malpractice, and Collusion with Opposing Counsel - Served with accompanying Memorandum of Law.	
4.	2382CV00389	2/11/2025	Abouelkhier	Plaintiff's Emergency Motion to Stay Entry of Default - Served with accompanying Memorandum of Law.	
5.	2382CV00389	2/11/2025	Abouelkhier	Emergency Motion for Extension of Time to Respond to Counterclaims and Amended Answers - Served with accompanying Memorandum of Law.	
6.	2382CV00389	2/11/2025	Abouelkhier	Plaintiff Motion to Extend Discovery Deadline	
7.	2382CV00389	2/11/2025	Abouelkhier	Plaintiff Motion to Compel Defendants to Prove Their Right to File Counterclaims - Served with accompanying Memorandum of Law.	
8.	2382CV00389	2/11/2025	Abouelkhier	Plaintiff Motion to Disqualify Attorney Jonathan Sweet from Representing Plaintiff and the Class, and Request for Sanctions - Served with accompanying Memorandum of Law.	
9.	2382CV00389	2/11/2025	Abouelkhier	Plaintiff Motion to Formally Remove Attorney Kenneth Quat as Counsel - Served with accompanying Memorandum of Law.	

Motions and Notices Filed and/or Served by Abouelkhier & Fernandez

#	Action	Date Filed	Author	Title	Court Action
10.	2382CV00389	2/11/2025	Abouelkhier	Plaintiff's Emergency Motion to Set Aside Default - Served with accompanying Memorandum of Law.	2/13/2025 Order: "No Action Taken as there is no emergency."
11.	2382CV00389	2/11/2025	Abouelkhier	Plaintiff's Emergency Motion to Expose Attorney Misconduct, Procedural Sabotage, and Intentional Obstruction by Jonathan Sweet, Kenneth Quat, and Patrick Nelligan - Served with accompanying Memorandum of Law.	
12.	2382CV00389	2/11/2025	Abouelkhier	Plaintiff's Emergency Motion to Prohibit Former Counsel from Making Future Filings Without Court Permission - Served with accompanying Memorandum of Law.	
13.	2382CV00389	2/11/2025	Abouelkhier	Plaintiff's Emergency Motion to Disqualify Attorney Patrick Nelligan and Prohibit Interference in Litigation - Served with accompanying Memorandum of Law.	
14.	2382CV00389	2/11/2025	Abouelkhier	Plaintiff's Emergency Motion to Strike Defendants' Improper Counterclaims, to Vacate Default Entry, and for Sanctions Due to Procedural Abuse and Attorney Misconduct - Served with accompanying Memorandum of Law.	
15.	2382CV00389	2/11/2025	Abouelkhier	Emergency Motion for a Hearing on Attorney Misconduct and Possible Collusion - Served with accompanying Memorandum of Law.	
16.	2382CV00389	2/11/2025	Abouelkhier	Plaintiff Notice to the Court Regarding Attorney Withdrawals & Procedural Updates	
17.	2382CV00389	2/12/2025	Abouelkhier	Emergency Motion to Dismiss Counterclaim and Request for Judicial Investigation into Attorney Misconduct, Retaliation, and Fraud Upon the Court - Served with accompanying Memorandum of Law.	

Motions and Notices Filed and/or Served by Abouelkhier & Fernandez

#	Action	Date Filed	Author	Title	Court Action
18.	2382CV00389	2/12/2025	Abouelkhier	Plaintiff's Emergency Motion for Judicial Referral of Attorney Misconduct	
19.	2382CV00389	2/12/2025	Abouelkhier	Plaintiff's Motion to Stay Attorney Withdrawal Pending Review of Misconduct	
20.	2382CV00389	2/13/2025	Abouelkhier	Emergency Motion to Dismiss Counsel from the Entire Case and Compel Immediate Withdrawal - Served with accompanying Memorandum of Law. - Motion & memo withdrawn on 2/14/2025.	
21.	2382CV00389	2/27/2025	Abouelkhier	Emergency Motion to Discharge Counsel and Compel Immediate Release of Case Files	
22.	2382CV00389	3/10/2025	Abouelkhier	Plaintiff's Expedited Request for Ruling on Emergency Motion to Discharge Counsel	
23.	2582CV00364	4/1/2025	Abouelkhier	Amended Motion to Set Aside Entry of Default Pursuant to Mass. R. Civ. P. 55(c) - Filed with accompanying Memorandum of Law.	
24.	2582CV00364	4/1/2025	Abouelkhier	Declaration of Dany Abouelkhier in Support of Objection to Severance	
25.	2382CV00389	4/14/2025	Abouelkhier	Declaration of Dany Abouelkhier in Support of Objection to Severance	
26.	2382CV00389	4/14/2025	Abouelkhier	Plaintiff's Motion for Reconsideration of the Order Severing Plaintiff, Substituting Beth Materna and Third Party Amended Complaint	4/25/2025 Order: Denied
27.	2382CV00389	4/14/2025	Abouelkhier	Motion to Stay Proceedings Pending Ruling on Plaintiff's Motion for Reconsideration and Motion to Set Aside Entry of Default on Counterclaims (Pursuant to Mass. R. Civ. P. 9A and the Court's Inherent Authority)	4/25/2025 Order: Denied
28.	2382CV00389	4/15/2025	Abouelkhier	Plaintiff's Motion for Relief from Order of Severance Pursuant to Mass. R. Civ. P. 60(b)(1), (3), and (6) - Served with accompanying Memorandum of Law.	4/25/2025 Order: Denied

Motions and Notices Filed and/or Served by Abouelkhier & Fernandez

#	Action	Date Filed	Author	Title	Court Action
29.	2382CV00389	4/15/2025	Abouelkhier	Plaintiff's Motion for Sanctions Against Prior Counsel and Request for Referral to the Board of Bar Overseers - Served with accompanying Memorandum of Law.	4/25/2025 Order: Denied
30.	2582CV00364	4/15/2025	Abouelkhier	Motion to Stay Proceedings - Served with accompanying Memorandum of Law.	5/1/2025 Order: Denied, "On its merits and failure to comply with Superior Court Rule 9A."
31.	2382CV00389	4/18/2025	Abouelkhier	Notice of Special Appearance, Reservation of Rights, and Objection to Default on Counterclaims	
32.	2382CV00389	4/25/2025	Abouelkhier	Notice of Appeal Pursuant to Mass. R. App. P. 3 & 4	
33.	2382CV00389	4/25/2025	Abouelkhier	Notice of Intent to Serve and File Motions to Stay Proceedings Pending Appeal	
34.	2382CV00389	5/6/2025	Fernandez	Motion to Intervene, Substitute Plaintiff or Intervene as Additional Plaintiff, Stay Proceedings, Disqualify Counsel, and for Protective Order (Pursuant to Mass. R. Civ. P. 24, 25(c), 26(c), and Rule 9A) - Served with accompanying Memorandum of Law.	6/3/2025 Order: Denied
35.	2382CV00389	5/6/2025	Abouelkhier	Notice of Intent to Seek Vacatur, Preservation of Rights, and Supplemental Notice Regarding Void Orders	
36.	2582CV00364	5/6/2025	Abouelkhier	Supplemental Notice of Special Appearance, Reservation of Rights, and Objection to Procedural Errors	
37.	2382CV00389	5/14/2025	Abouelkhier	Notice of No Opposition to Motion to Intervene	
38.	2382CV00389	5/16/2025	Fernandez	Supplemental Declaration Regarding Service, Procedural Position, and Notice of Independent Intervention	
39.	2382CV00389	5/19/2025	Fernandez	Motion to Reschedule Hearing Date	5/19/2025 Order: Allowed
40.	2382CV00389	5/20/2025	Abouelkhier	Motion to Clarify and Correct Order Denying Motion to Stay	
41.	2382CV00389	5/20/2025	Abouelkhier	Notice of Objection to Improper Pro Hac Vice and Preservation of Rights Under Special Appearance with Exhibit	

Motions and Notices Filed and/or Served by Abouelkhier & Fernandez

#	Action	Date Filed	Author	Title	Court Action
42.	2582CV00364	5/20/2025	Abouelkhier	Motion to Stay Proceedings Pending Appeal Pursuant to Mass. R. Civ. P. 62 and Rule 9A	6/25/2025 Order: Denied
43.	2382CV00389	5/21/2025	Abouelkhier	Motion to Stay Proceedings Pending Appeal Pursuant to Mass. R. Civ. P. 62 and Rule 9A	6/25/2025 Order: Denied
44.	2382CV00389	5/21/2025	Abouelkhier	Supplemental Motion to Vacate Void Orders - Served with accompanying Memorandum of Law.	6/25/2025 Order: Denied
45.	2382CV00389	5/21/2025	Abouelkhier	Motion to Reinstate Plaintiff's Active Status in Original Docket	6/25/2025 Order: Denied
46.	2382CV00389	5/21/2025	Abouelkhier	Motion to Compel Discovery and Production of Case Files from Former Counsel Jonathan Sweet	6/25/2025 Order: Denied
47.	2382CV00389	5/21/2025	Abouelkhier	Motion for Entry of Final Judgment Under Mass. R. Civ. P. 54(b) - Served with accompanying Memorandum of Law.	
48.	2382CV00389	5/21/2025	Abouelkhier	Plaintiff's Motion to Strike Second Amended Complaint Filed December 6, 2024 - Served with accompanying Memorandum of Law.	6/25/2025 Order: Denied
49.	2382CV00389	5/21/2025	Abouelkhier	Motion to Strike Third Amended Complaint and All Post-Discharge Filings - Served with accompanying Memorandum of Law.	6/25/2025 Order: Denied
50.	2382CV00389	5/21/2025	Abouelkhier	Motion to Compel Assembly and Transmission of the Record and to Correct Docket Status and Service Information Pursuant to Mass. R. App. P. 9(c) and Related Authorities - Served with accompanying Memorandum of Law	6/25/2025 Order: Denied
51.	2382CV00389	5/21/2025	Abouelkhier	Supplemental Notice Regarding Transcript Filing and Request to Defer Record Transmission Pending Rule 54(b) Ruling	

Motions and Notices Filed and/or Served by Abouelkhier & Fernandez

#	Action	Date Filed	Author	Title	Court Action
52.	2382CV00389	5/23/2025	Abouelkhier	Motion for Clarification of Severance, Standing, and Procedural Effect of Prior Orders	6/25/2025 Order: Denied
53.	2382CV00389	6/3/2025	Abouelkhier	Notice of Service and Inability to Participate in June 3, 2025 Hearing	
54.	2382CV00389	6/16/2025	Fernandez	Emergency Motion for Protective Relief - Served with accompanying Memorandum of Law.	6/25/2025 Order: Denied
55.	2382CV00389	6/16/2025	Fernandez	Motion for Clarification Regarding Order Denying Motion to Intervene	6/25/2025 Order: Denied
56.	2382CV00389	6/16/2025	Fernandez	Motion for Reconsideration of Order Denying Motion to Intervene - Served with accompanying Memorandum of Law.	
57.	2382CV00389	6/21/2025	Fernandez	Notice of Appearance and Procedural Reservation by Sandra Fernandez Regarding Hearing on Motion to Intervene	
58.	2382CV00389	6/30/2025	Fernandez	Notice of Appeal (Pursuant to Mass. R. A. P. 3 and 4(a); Final Order Denying Intervention)	
59.	2382CV00389	6/30/2025	Abouelkhier	Supplemental Notice of Appeal Pursuant to Mass. R. App. P. 3 & 4	
60.	2582CV00364	6/30/2025	Abouelkhier	Renewed Special Appearance, Reservation of Rights, and Objection to Severance	
61.	2582CV00364	6/30/2025	Abouelkhier	Notice of Non-Participation in Lieu of Answer and Preservation of Appellate Rights	
62.	2582CV00364	6/30/2025	Abouelkhier	Notice of Appeal Under Special Appearance and Reservation of Rights	
63.	2382CV00389	7/10/2025	Abouelkhier	Notice of Retaliatory Default, Coercive Settlement Offer, and Demand for Judicial and Appellate Review	
64.	2382CV00389	7/10/2025	Fernandez	Notice Regarding Unauthorized Participation by Withdrawn Attorneys and Urgent Request for Court Enforcement of the Rules	
65.	2582CV00364	7/10/2025	Fernandez	Supplemental Notice of and (Renewed) Appeal Under Special Appearance and Reservation of Rights	

Motions and Notices Filed and/or Served by Abouelkhier & Fernandez

#	Action	Date Filed	Author	Title	Court Action
66.	2582CV00364	7/10/2025	Abouelkhier	Emergency Motion to Stay Proceedings Pending Appeal - Served with accompanying Memorandum of Law.	
67.	2582CV00364	7/10/2025	Abouelkhier	Notice of Incorrect Address and Service Objection	
68.	2582CV00364	7/10/2025	Abouelkhier	Notice of Retaliatory Default and Coercive Settlement Offer	
69.	2382CV00389	7/11/2025	Abouelkhier	Renewed Motion to Compel Assembly and Transmission of the Record	
70.	2382CV00389	7/15/2025	K.F. (by Fernandez)	Motion of K.F., A Minor, by his Legal Guardian Sandra Fernandez, to Intervene - Served with accompanying Memorandum of Law.	
71.	2382CV00389	7/15/2025	Fernandez	Emergency Motion and Memorandum of Law to Strike Improper Omnibus Oppositions Filed by Jonathan Sweet and Beth Materna; and by Defendants, to Add K.F., a Minor, as Intervenor, and to Schedule In-Person Hearing	
72.	2382CV00389	7/15/2025	Abouelkhier	Notice of Attorney Misconduct, Fraud on the Court, and Preservation of Record for Appellate Review	
73.	2382CV00389	7/15/2025	Abouelkhier	Special Appearance Notice of Record Preservation, Objection to Retaliatory Litigation Conduct, and Reservation of Rights	
74.	2582CV00364	7/15/2025	Abouelkhier	Notice to Transfer Case to the Appeals Court and Request for Assembly of the Record	
75.	2382CV00389	7/15/2025	Fernandez	Motion to Stay Proceedings Pending Appeal (of denial of her Motion to Intervene)	
76.	2382CV00389	7/17/2025	Abouelkhier	Notice to Transfer Case to the Appeals Court and Request for Assembly of the Record	
77.	2382CV00389	7/17/2025	Abouelkhier	Special Appearance Notice of Record Preservation, Objection to Retaliatory Litigation Conduct, and Reservation of Rights	
78.	2382CV00389	7/17/2025	Abouelkhier	Notice of Record Preservation, Objection to Retaliatory Litigation Conduct, and Reservation of Rights	

Motions and Notices Filed and/or Served by Abouelkhier & Fernandez

#	Action	Date Filed	Author	Title	Court Action
79.	2382CV00389	7/17/2025	Fernandez	Emergency Motion to Accept Filings Nunc Pro Tunc, Vacate "Inactive" Designation, Correct Docket, and Preserve Rights for Appeal and Federal Review - Served with accompanying Memorandum of Law.	
80.	2382CV00389	7/17/2025	Fernandez	Notice of Reservation of Federal Rights and Intent to Seek Federal Review	
81.	2382CV00389	7/17/2025	Fernandez	Supplemental Notice of Ethical Objection, Conflict of Interest, and Request for Appellate Record Inclusion	
82.	2382CV00389	7/17/2025	Fernandez	Request for Assembly of the Record, Request for Transcript and Transmission to the Appeals Court	
83.	2382CV00389	7/17/2025	Abouelkhier	Emergency Motion and Memorandum for Supervisory Relief, Vacatur of Unlawful Severance, and Restoration of Appellate Access	
84.	2582CV00364	7/17/2025	Abouelkhier	Motion and Memorandum for Supervisory Relief, Vacatur of Unlawful Severance, and Restoration of Appellate Access	
85.	2182CV01044	7/21/2025	K.F. (by Fernandez)	Motion to Intervene on Behalf of Minor K.F. with Incorporated Memorandum of Law	
86.	2182CV01044	7/21/2025	K.F. (by Fernandez)	Motion for Protective Order and Request to Seal Identifying Information	
87.	2182CV01044	7/21/2025	K.F. (by Fernandez)	Federal Preservation Notice on Behalf of Minor K.F.	
88.	2382CV00389	7/21/2025	Fernandez	Notice of Appearance and Procedural Reservation by Sandra Fernandez Regarding Hearing on Motion to Intervene	
89.	2382CV00389	7/21/2025	K.F. (by Fernandez)	Omnibus Emergency Motion and Memorandum of Law in Support to Strike Unauthorized Filings, Stay Proceedings, Protect Minor Rights, Compel Disclosure, and Refer Misconduct for Review and Supervision - Served with accompanying Memorandum of Law.	
90.	2382CV00389	7/21/2025	K.F. (by Fernandez)	Notice of Insurance Disclosure and Reservation of Rights	

Motions and Notices Filed and/or Served by Abouelkhier & Fernandez

#	Action	Date Filed	Author	Title	Court Action
91.	2382CV00389	7/21/2025	K.F. (by Fernandez)	Emergency Motion to Stay Proceedings by K.F. (Minor) - Served with accompanying Memorandum of Law.	
92.	2382CV00389	7/22/2025	Abouelkhier	Emergency Omnibus Motion and Memorandum of Law to (1) Vacate the Severance Order; (2) Reinstate Plaintiff's Party and Class Status; (3) Strike the Third Amended Complaint; and (4) Compel Assembly and Transmission of the Full Appellate Report	
93.	2382CV00389	7/22/2025	K.F. (by Fernandez)	Emergency Omnibus Motion, Memorandum to Strike, Vacate Filings, Stay Proceedings, Renew Intervention, Invoke Mandatory Protections, and Preserve All Rights	
94.	2382CV00389	7/23/2025	Fernandez	Emergency Omnibus Motion and Memorandum of Law to: (1) Reinstate party status and filings for Sandra Fernandez; (2) Vacate the severance and substitution orders as void ab initio; (3) Strike all post-discharge filings by Jonathan Sweet; (4) Strike the Second and Third Amended Complaints in their entirety; (5) Reinstate and protect minor K.F.'s intervention and rights; (6) Prevent retaliatory default and procedural manipulation; (7) Restore and protect appellate jurisdiction; (8) Compel judicial oversight and bar referral; (9) Declare all filings using Sandra or K.F. as void due to lack of consent; (10) Trigger sanctions and insurance disclosure; (11) Certify matter for appellate and federal review.	
95.	2382CV00389	7/23/2025	Fernandez	Emergency Motion to Compel Production and Docketing of Case Files, Correct Party Status, and Preserve Appellate Rights with Incorporated Memorandum of Law and Request for Judicial Review of Clerk Actions	

Motions and Notices Filed and/or Served by Abouelkhier & Fernandez

#	Action	Date Filed	Author	Title	Court Action
96.	2382CV00389	7/24/2025	Abouelkhier	Supplemental Emergency Motion to Compel Transmission of Record, Preserve Appeal Rights, and Correct Docket Irregularities	
97.	2382CV00389	7/24/2025	K.F. (by Fernandez)	Emergency Notice and Demand for Docketing of All Filings on Behalf of Minor K.F. (Kenzo), Under Rule 17(c), Indigency Law, and Article 10 Due Process	
98.	2025-J-0519	7/24/2025	Fernandez	Emergency Motion to Compel Record Assembly and Transmittal Under Mass. R. App. P. 9(c) and Special Appearance	
99.	SJ-2025-0300	7/24/2025	Fernandez	Emergency Petition for Supervisory Relief	
100.	SJ-2025-0300	7/24/2025	K.F. (by Fernandez)	Emergency Omnibus Motion for Relief, Investigation, Redactions, and Protection of Minor Pursuant to G.L. c. 211, s. 3	9/9/2025 Judgment: "This matter came before the Court, Gaziano, J., on the petitioner's multiple papers, filed pro se, seeking a variety of relief pursuant to G.L. c. 211, § 3, in regard to the above-referenced trial court action. Upon consideration thereof, it is ORDERED that all requests for relief be, and the same hereby are, denied without hearing on the grounds that the requisite exceptional circumstances for superintendence relief under G.L. c. 211, § 3 are not present. Commonwealth v. Fontanez, 482 Mass. 22, 24 (2019)." (Gaziano, J.)
101.	SJ-2025-0299	7/24/2025	Fernandez	Emergency Petition for Supervisory Relief Pursuant to G.L. c. 211, s. 3 with Certificate of Service	9/9/2025 Order: "This matter came before the Court, Gaziano, J., on the petitioner Sandra Fernandez's papers, filed pro se, seeking a variety of relief pursuant to G.L. c. 211, § 3, in regard to the above-referenced trial court action. Upon consideration thereof, it is ORDERED that all requests for relief be, and the same hereby are, denied without hearing on the grounds that the requisite exceptional circumstances for superintendence relief under G.L. c. 211, § 3 are not present. Commonwealth v. Fontanez, 482 Mass. 22, 24 (2019)." (Gaziano, J.)

Motions and Notices Filed and/or Served by Abouelkhier & Fernandez

#	Action	Date Filed	Author	Title	Court Action
102.	2025-J-0519	7/25/2025	Fernandez	Motion to Compel Assembly and Transmission of the Record on Appeal with Incorporated Statement of Facts and Memorandum of Law	
103.	2382CV0039	7/26/2025	Fernandez	Emergency Motion for Temporary Restraining Order and Preliminary Injunction	
104.	2382CV00389	7/26/2025	Fernandez	Emergency Motion for Protective Order, to Compel Docketing, Stay Proceedings, Demand Insurance Disclosure, and Enforce State and Federal Rights	
105.	2382CV00389	7/26/2025	K.F. (by Fernandez)	Emergency Ex Parte Motion for Temporary Restraining Order and Preliminary Injunction	
106.	2382CV00389	7/26/2025	K.F. (by Fernandez)	Emergency Motion for Protective Order to Compel Docketing, Enforce Minor Safeguards, and Preserve Federal Rights	
107.	2382CV00389	7/26/2025	K.F. (by Fernandez)	Emergency Motion to Compel Docketing, Demand Insurance Disclosure, Enjoin Retaliatory Default, and Protect the Rights of a Minor Litigant	
108.	SJ-2025-0300	7/26/2025	K.F. (by Fernandez)	Supplemental Emergency Notice and Motion to Stay Default Proceedings, Compel Docketing, and Protect a Minor Petitioner	9/9/2025 Judgment: "This matter came before the Court, Gaziano, J., on the petitioner's multiple papers, filed pro se, seeking a variety of relief pursuant to G.L. c. 211, § 3, in regard to the above-referenced trial court action. Upon consideration thereof, it is ORDERED that all requests for relief be, and the same hereby are, denied without hearing on the grounds that the requisite exceptional circumstances for superintendence relief under G.L. c. 211, § 3 are not present. Commonwealth v. Fontanez, 482 Mass. 22, 24 (2019)." (Gaziano, J.)
109.	2382CV00389	7/26/2025	Abouelkhier	Ex Parte Emergency Motion for Temporary Restraining Order and Preliminary Injunction with Incorporated Memorandum of Law	
110.	2382CV00389	7/26/2025	Abouelkhier	Third Supplemental Notice of Appeal Pursuant to Mass. R. App. P. 3 and 4	
111.	2582CV00364	7/28/2025	Abouelkhier	Renewed Notice of Appeal	

Motions and Notices Filed and/or Served by Abouelkhier & Fernandez

#	Action	Date Filed	Author	Title	Court Action
112.	2582CV00364	7/28/2025	Abouelkhier	Emergency Motion to Stay Proceedings Under Special Appearance and Protest and Memorandum of Law in Support	
113.	2382CV00389	7/28/2025	Abouelkhier	Second Notice of Appeal Pursuant to G.L. c. 231, § 118; Mass. R. App. P. 4, 10, 15, 18, 18A	
114.	2182CV01044	7/28/2025	K.F. (by Fernandez)	Ex Parte Emergency Motion for Temporary Restraining Order and Protective Intervention, with Request for Insurance Disclosure and Enforcement of Minor Rights	
115.	2182CV01044	7/28/2025	Fernandez	Emergency Ex Parte Motion for Temporary Restraining Order	
116.	2182CV01044	7/28/2025	Fernandez	Ex Parte Emergency Motion for Temporary Restraining Order and Protective Intervention, with Request for Insurance Disclosure and Enforcement of Minor Rights	
117.	2182CV01044	7/28/2025	K.F. (by Fernandez)	Notice of Insurance Disclosure and Demand for Compliance by Legal Guardian of Minor K.F.	
118.	2182CV01044	7/28/2025	Abouelkhier	Motion to Intervene (Filed Under Special Appearance With Memorandum of Law)	
119.	2182CV01044	7/28/2025	Abouelkhier	Emergency Ex Parte Motion for Temporary Restraining Order and Preliminary Injunction with Incorporated Memorandum of Law	
120.	2382CV00389	7/28/2025	Abouelkhier	Renewed Emergency Motion for Separate and Final Judgment Under Mass R. Civ. P. 54(b); Motion to Strike Void Orders Under Rule 60(b)(4)	

Motions and Notices Filed and/or Served by Abouelkhier & Fernandez

#	Action	Date Filed	Author	Title	Court Action
121.	SJ-2025-0300	7/28/2025	Abouelkhier	Emergency Motion to Intervene Under Special Appearance by Dany Abouelkhier to Join in Petition to Compel Docketing, Stay Retaliatory Default Proceedings, Investigate Clerk Misconduct, and Protect Intertwined Constitutional Rights	9/9/2025 Judgment: "This matter came before the Court, Gaziano, J., on the petitioner's multiple papers, filed pro se, seeking a variety of relief pursuant to G.L. c. 211, § 3, in regard to the above-referenced trial court action. Upon consideration thereof, it is ORDERED that all requests for relief be, and the same hereby are, denied without hearing on the grounds that the requisite exceptional circumstances for superintendence relief under G.L. c. 211, § 3 are not present. Commonwealth v. Fontanez, 482 Mass. 22, 24 (2019)." (Gaziano, J.)
122.	2025-J-0519	7/29/2025	Fernandez	Motion to Order Assembly of the Record	8/29/2025 Order: "This is an ongoing civil action pending in Norfolk Superior Court. Dany Abouelkhier is a prior putative class representative. His claims have been severed from the claims of the putative class action and are pending under a separate Superior Court docket. Sandra Fernandez filed a motion to intervene that was denied by a Superior Court judge. No final judgment has entered. After review, all relief requested from the single justice, including the motions to compel assembly of the record and for a stay pending appeal, is denied for the reasons explained in the responses filed by the defendant Marina Bay Residences LLC (Papers 19 and 27) and the plaintiff Beth Materna (Paper 21)." (Brennan, J.).

Motions and Notices Filed and/or Served by Abouelkhier & Fernandez

#	Action	Date Filed	Author	Title	Court Action
123.	2025-J-0519	7/29/2025	Fernandez	Motion to Stay Under M.R.A.P. 6(a)	8/29/2025 Order: "This is an ongoing civil action pending in Norfolk Superior Court. Dany Abouelkhier is a prior putative class representative. His claims have been severed from the claims of the putative class action and are pending under a separate Superior Court docket. Sandra Fenandez filed a motion to intervene that was denied by a Superior Court judge. No final judgment has entered. After review, all relief requested from the single justice, including the motions to compel assembly of the record and for a stay pending appeal, is denied for the reasons explained in the responses filed by the defendant Marina Bay Residences LLC (Papers 19 and 27) and the plaintiff Beth Materna (Paper 21)." (Brennan, J.).
124.	2025-J-0519	7/29/2025	Fernandez	Emergency Motion to Stay Superior Court Proceedings Pending Appeal with Incorporated Memorandum of Law	8/29/2025 Order: "This is an ongoing civil action pending in Norfolk Superior Court. Dany Abouelkhier is a prior putative class representative. His claims have been severed from the claims of the putative class action and are pending under a separate Superior Court docket. Sandra Fenandez filed a motion to intervene that was denied by a Superior Court judge. No final judgment has entered. After review, all relief requested from the single justice, including the motions to compel assembly of the record and for a stay pending appeal, is denied for the reasons explained in the responses filed by the defendant Marina Bay Residences LLC (Papers 19 and 27) and the plaintiff Beth Materna (Paper 21)." (Brennan, J.).
125.	2025-J-0519	7/29/2025	Fernandez	Emergency Motion for Protective Stay Regarding Unauthorized Use of Nonparty Minor's Identity in Severed Action with Incorporated Memorandum of Law Pursuant to G.L. c. 231, s. 118	

Motions and Notices Filed and/or Served by Abouelkhier & Fernandez

#	Action	Date Filed	Author	Title	Court Action
126.	2025-J-0519	7/29/2025	Fernandez	Emergency Motion to Compel Transmission of Case File to Appeals Court and to Protect a Minor Litigant from Retaliatory Default, Procedural Fraud, and Unlawful Waiver of Rights	8/29/2025 Order: "This is an ongoing civil action pending in Norfolk Superior Court. Dany Abouelkhier is a prior putative class representative. His claims have been severed from the claims of the putative class action and are pending under a separate Superior Court docket. Sandra Fenandez filed a motion to intervene that was denied by a Superior Court judge. No final judgment has entered. After review, all relief requested from the single justice, including the motions to compel assembly of the record and for a stay pending appeal, is denied for the reasons explained in the responses filed by the defendant Marina Bay Residences LLC (Papers 19 and 27) and the plaintiff Beth Materna (Paper 21)." (Brennan, J.).
127.	2025-J-0519	7/29/2025	Abouelkhier	Emergency Motion to Compel Transmission of Complete Superior Court Case Files, Record Materials, and Docketed Filings with Incorporated Memorandum of Law	8/29/2025 Order: "This is an ongoing civil action pending in Norfolk Superior Court. Dany Abouelkhier is a prior putative class representative. His claims have been severed from the claims of the putative class action and are pending under a separate Superior Court docket. Sandra Fenandez filed a motion to intervene that was denied by a Superior Court judge. No final judgment has entered. After review, all relief requested from the single justice, including the motions to compel assembly of the record and for a stay pending appeal, is denied for the reasons explained in the responses filed by the defendant Marina Bay Residences LLC (Papers 19 and 27) and the plaintiff Beth Materna (Paper 21)." (Brennan, J.).
128.	2382CV00389	7/30/2025	Fernandez	Supplemental Notice of Ethical Objection, Conflict of Interest, and Request for Appellate Record Inclusion Filed Under Special Appearance and Reservation of Rights Mass. R. App. P. 8, 9(c), and 10; Mass. R. Civ. P. 77; Rules of Professional Conduct 1.6, 1.7, and 1.9	

Motions and Notices Filed and/or Served by Abouelkhier & Fernandez

#	Action	Date Filed	Author	Title	Court Action
129.	2382CV00389	7/31/2025	Fernandez	Notice of Unauthorized Settlement Demands Seeking to Waive Nonparty Rights	
130.	2025-J-0519	7/31/2025	Abouelkhier	Motion for Stay Under Mass. R. App. P. 6(a)	8/29/2025 Order: "This is an ongoing civil action pending in Norfolk Superior Court. Dany Abouelkhier is a prior putative class representative. His claims have been severed from the claims of the putative class action and are pending under a separate Superior Court docket. Sandra Fenandez filed a motion to intervene that was denied by a Superior Court judge. No final judgment has entered. After review, all relief requested from the single justice, including the motions to compel assembly of the record and for a stay pending appeal, is denied for the reasons explained in the responses filed by the defendant Marina Bay Residences LLC (Papers 19 and 27) and the plaintiff Beth Materna (Paper 21)." (Brennan, J.).
131.	2025-J-0519	7/31/2025	Fernandez	Notice to the Court Regarding Docketing Status of Filings and Request for Full Record Preservation	8/29/2025 Order: "This is an ongoing civil action pending in Norfolk Superior Court. Dany Abouelkhier is a prior putative class representative. His claims have been severed from the claims of the putative class action and are pending under a separate Superior Court docket. Sandra Fenandez filed a motion to intervene that was denied by a Superior Court judge. No final judgment has entered. After review, all relief requested from the single justice, including the motions to compel assembly of the record and for a stay pending appeal, is denied for the reasons explained in the responses filed by the defendant Marina Bay Residences LLC (Papers 19 and 27) and the plaintiff Beth Materna (Paper 21)." (Brennan, J.).
132.	SJ-2025-0300	8/1/2025	K.F. (by Fernandez)	Notice of Relevant Misconduct and Supplemental Filing on Behalf of Minor K.F.	
133.	2182CV01044	8/6/2025	Fernandez	Notice of Misconduct and Supplement to Pending Motion to Intervene on Behalf of Minor K.F.	

Motions and Notices Filed and/or Served by Abouelkhier & Fernandez

#	Action	Date Filed	Author	Title	Court Action
134.	2182CV01044	8/6/2025	Abouelkhier	Notice of Clarification Regarding Premature Docketing of Motion to Intervene and Intent to Comply with Rule 9A.	
135.	2182CV01044	8/6/2025	Abouelkhier	Motion to Intervene (Filed Under Special Appearance with Memorandum of Law)	8/20/2025 Order: Denied
136.	2025-J-0519	8/7/2025	Fernandez	Emergency Motion and Memorandum of Law to Strike Improper Omnibus Oppositions	8/29/2025 Order: "This is an ongoing civil action pending in Norfolk Superior Court. Dany Abouelkhier is a prior putative class representative. His claims have been severed from the claims of the putative class action and are pending under a separate Superior Court docket. Sandra Fenandez filed a motion to intervene that was denied by a Superior Court judge. No final judgment has entered. After review, all relief requested from the single justice, including the motions to compel assembly of the record and for a stay pending appeal, is denied for the reasons explained in the responses filed by the defendant Marina Bay Residences LLC (Papers 19 and 27) and the plaintiff Beth Materna (Paper 21)." (Brennan, J.).
137.	2025-J-0519	8/8/2025	Fernandez	Motion to Strike	8/29/2025 Order: "This is an ongoing civil action pending in Norfolk Superior Court. Dany Abouelkhier is a prior putative class representative. His claims have been severed from the claims of the putative class action and are pending under a separate Superior Court docket. Sandra Fenandez filed a motion to intervene that was denied by a Superior Court judge. No final judgment has entered. After review, all relief requested from the single justice, including the motions to compel assembly of the record and for a stay pending appeal, is denied for the reasons explained in the responses filed by the defendant Marina Bay Residences LLC (Papers 19 and 27) and the plaintiff Beth Materna (Paper 21)." (Brennan, J.).

Motions and Notices Filed and/or Served by Abouelkhier & Fernandez

#	Action	Date Filed	Author	Title	Court Action
138.	2182CV01044	8/8/2025	Fernandez	Motion to Intervene on Behalf of Minor K.F. with Incorporated Memorandum of Law (Filed Under Special Appearance and Reservation of Rights)	8/20/2025 Order: Denied
139.	2182CV01044	8/8/2025	Fernandez	Submission of Federal Preservation Notice on Behalf of Minor K.F.	8/20/2025 Order: "This purported pleading/document is nonsensical in the context of this matter. The Court shall therefore take no action."
140.	2025-J-0519	8/13/2025	Fernandez	Emergency Motion to Strike	8/29/2025 Order: "This is an ongoing civil action pending in Norfolk Superior Court. Dany Abouelkhier is a prior putative class representative. His claims have been severed from the claims of the putative class action and are pending under a separate Superior Court docket. Sandra Fernandez filed a motion to intervene that was denied by a Superior Court judge. No final judgment has entered. After review, all relief requested from the single justice, including the motions to compel assembly of the record and for a stay pending appeal, is denied for the reasons explained in the responses filed by the defendant Marina Bay Residences LLC (Papers 19 and 27) and the plaintiff Beth Materna (Paper 21)." (Brennan, J.).
141.	2382CV00389	8/14/2025	Abouelkhier	Emergency Motion to Strike or Disregard Untimely Oppositions and Preserve Record for Appeal	
142.	2382CV00389	8/14/2025	Fernandez	Emergency Motion and Memorandum to Require Hearing on Minor's Motion to Intervene Before Any Motion to Restrict Filings	

Motions and Notices Filed and/or Served by Abouelkhier & Fernandez

#	Action	Date Filed	Author	Title	Court Action
143.	SJ-2025-0300	8/14/2025	K.F. (by Fernandez)	Supplemental Petition for Relief Under G.L. c. 211, s. 3 and Memorandum of Law	9/9/2025 Judgment: "This matter came before the Court, Gaziano, J., on the petitioner's multiple papers, filed pro se, seeking a variety of relief pursuant to G.L. c. 211, § 3, in regard to the above-referenced trial court action. Upon consideration thereof, it is ORDERED that all requests for relief be, and the same hereby are, denied without hearing on the grounds that the requisite exceptional circumstances for superintendence relief under G.L. c. 211, § 3 are not present. Commonwealth v. Fontanez, 482 Mass. 22, 24 (2019)." (Gaziano, J.)
144.	SJ-2025-0299	8/14/2025	Fernandez	Omnibus Emergency Motion to Strike, for Sanctions, Protective Orders, Order to Show Cause, and Referral to the Board of Bar Overseers with Incorporated Memorandum of Law	9/9/2025 Order: "This matter came before the Court, Gaziano, J., on the petitioner Sandra Fernandez's papers, filed pro se, seeking a variety of relief pursuant to G.L. c. 211, § 3, in regard to the above-referenced trial court action. Upon consideration thereof, it is ORDERED that all requests for relief be, and the same hereby are, denied without hearing on the grounds that the requisite exceptional circumstances for superintendence relief under G.L. c. 211, § 3 are not present. Commonwealth v. Fontanez, 482 Mass. 22, 24 (2019)." (Gaziano, J.)
145.	2382CV00389	8/15/2025	Fernandez	Emergency Motion to: (1) Strike or Disregard Untimely Oppositions Filed July 31 and August 1, 2025; (2) Correct the Docket to Reflect Original E-Filing Dates for Pre-Existing June/July Filings and Include the Clerk "Reject/Under Review" Notices in the Case File; (3) Order Immediate Assembly and Transmission of the Record Under Mass. R. App. P. 9 with Accurate Docket Entries; and (4) Enter a Record-Preservation/Anti-Alteration Order	

Motions and Notices Filed and/or Served by Abouelkhier & Fernandez

#	Action	Date Filed	Author	Title	Court Action
146.	2382CV00389	8/28/2025	Fernandez	Motion for Class Certification Under Mass. R. Civ. P. 23, for Protective Orders, and to Preserve Minor and Absent Class Member Rights with Incorporated Memorandum of Law	
147.	2382CV00389	8/28/2025	K.F. (by Fernandez)	Notice of No Opposition by Defendants Bozzuto Management Company and Delaney Barrett to Motion for Class Certification	
148.	2582CV00364	8/28/2025	Abouelkhier	Supplemental Notice of Appeal (Filed Under Protest, Special Appearance, and Full Reservation of Rights)	
149.	2025-J-0519	9/8/2025	Abouelkhier	Motion for Panel Review of Single Justice Order	
150.	2582CV00364	9/8/2025	Abouelkhier	Notice of Non-Participation in Severed Proceeding	
151.	SJ-2025-0299	9/23/2025	Fernandez	Motion for Reconsideration of Judgment Denying Relief Under G.L. c. 211, s. 3 with Incorporated Memorandum of Law	10/15/2025 Docket Entry: "Per the within MOTION is DENIED without hearing." (Gaziano, J.)
152.	2182CV01044	9/18/2025	Abouelkhier	Notice of Interlocutory Appeal: 1. The order entered on August 20 th , 2025, denying Petitioners Motion to Intervene; and 2. The order entered on August 20 th , 2025, denying Petitioners Emergency Ex Parte Motion for Temporary Restraining Order and Preliminary Injunction.	
153.	2182CV01044	9/19/2025	K.F. (by Fernandez)	Rule 60(b) Motion to Vacate and Re-Enter Order for Lack of Standing	
154.	2182CV01044	9/19/2025	K.F. (by Fernandez)	Motion to Compel Ruling on Pending Motion to Intervene of Minor Petitioner	
155.	2182CV01044	9/19/2025	K.F. (by Fernandez)	Notice of Appeal	
156.	2382CV00389	9/22/2025	K.F. (by Fernandez)	Supplemental Motion to Intervene, for Protective Order, and to Preserve Defendant Delaney Barrett as a Party with Incorporated Memorandum of Law	

Motions and Notices Filed and/or Served by Abouelkhier & Fernandez

#	Action	Date Filed	Author	Title	Court Action
157.	2025-J-0519	9/23/2025	Fernandez	Motion to Enlarge Time to Seek Panel Review of the Single-Justice Order	9/24/2025 Docket Entry: "RE#33: No action will be taken on the within as this single justice matter is closed. Although the petitioner's request is unclear, to the extent that the petitioner seeks to appeal the order of the single justice dated 08/29/2025, the petitioner may file a notice of appeal pursuant to Mass. R. A. P. 3&4."
158.	SJ-2025-0300	9/23/2025	K.F. (by Fernandez)	Motion for Reconsideration of Judgment Denying Relief Under G.L. c. 211, s. 3 with Incorporated Memorandum of Law	10/15/2025 Docket Entry: "Per the within, MOTION is DENIED without hearing."
159.	2182CV01044	9/29/2025	Fernandez	Notice of Appeal	
160.	2182CV01044	10/2/2025	Fernandez	Rule 60(b) Motion to Vacate and Re-Enter Order for Lack of Service - Served with accompanying Memorandum of Law.	
161.	2025-J-0519	10/3/2025	Abouelkhier	Appellant's Motion for Leave to Docket Appeal Late (Mass. R.A.P. 10(a)(3)) – Motion and Memorandum of Law Included	10/6/2025 Docket Entry: "This case is closed. No action will be taken by the court on this or any future filing in this matter."
162.	2025-J-0726	10/07/2025	Abouelkhier	Motion to Docket Appeal Late with Exhibits	10/15/2025 Order: "Before me is a motion for leave to docket an appeal from an 08/29/2025 order of the single justice late. After review, the plaintiff's motion is denied without prejudice to refiling a renewed motion on or before 10/22/2025 that describes in greater detail (1) the reason(s) for the delay in docketing the appeal and (2) the anticipated appellate issues in order to establish both excusable neglect and at least one meritorious appellate issue, as required. <i>See Tisei v. Building Inspector of Marlborough</i> , 3 Mass. App. Ct. 377, 378-79 (1975). The motion shall clearly state whether the defendant received notice of assembly of the record and, if so, when that notice was received. <i>See Mass. R. A. P. 10(a)(1)(A)</i> ("within fourteen days after receiving from the clerk of the lower court the notice of assembly of the record, each appellant... shall pay to the clerk of the appellate court the docket fee required by law or request waiver of the fee"). (Englander, J.)

Motions and Notices Filed and/or Served by Abouelkhier & Fernandez

#	Action	Date Filed	Author	Title	Court Action
163.	2382CV00389	10/08/2025	Fernandez	Intervenor-Appellant Sandra Fernandez's Motion to Stay Proceedings Pending Appeal with Incorporated Memorandum of Law	
164.	2382CV00389	10/08/2025	K.F. (by Fernandez)	Emergency Motion to Compel Rulings on Pending Motions and to Protect Minor's Rights with Incorporated Memorandum of Law	
165.	2382CV00389	10/08/2025	Abouelkhier	Emergency Motion to Object and Stay Proceedings Pending Appeal under Special Appearance	
166.	2182CV01044	10/08/2025	K.F. (by Fernandez)	Emergency Motion to Stay Proceedings and to Protect the Rights of the Minor Pending Appeals Under Special Appearance with Incorporated Memorandum of Law	
167.	2025-J-0728	10/08/2025	K.F. (by Fernandez)	Emergency Petition for Relief under G.L. c. 231 § 118(1)	10/9/2025 Order: "After review, the petition pursuant to G.L. c. 231, § 118, first par. is denied as the petitioner has not demonstrated a clear error of law or an abuse of discretion. <i>See Aspinall v. Philip Morris Cos., Inc.</i> , 442 Mass. 381, 390 (2004); <i>Jet-Line Servs., Inc. v. Bd. of Selectmen of Stoughton</i> , 25 Mass. App. Ct. 645, 646 (1988)." (Englander, J.)
168.	2025-J-0728	10/08/2025	K.F. (by Fernandez)	Motion to Compel Assembly and Transmission of Record with Incorporated Memorandum of Law	10/9/2025 Order: "After review, the motion is denied. We note that on 10/9/25, the Superior Court docket entry regarding the notice of appeal was corrected to read as Notice of Appeal as to K.F. minor by his mother and legal guardian Sandra Fernandez. We also note that the time to complete the assembly of record pursuant to Mass. R. App. P. 9(e)(1) has not expired." (Englander, J.)
169.	2025-J-0728	10/08/2025	K.F. (by Fernandez)	Emergency Motion to Stay Proceedings Pending Appeal with Incorporated Memorandum of Law	
170.	2382CV00389	10/15/2025	K.F. (by Fernandez)	Motion to Enforce Minor's Rule 23 Rights, Compel Compliance, Protect Absent Putative Class Members, and Require Insurance Disclosure With Incorporated Memorandum of Law	

Motions and Notices Filed and/or Served by Abouelkhier & Fernandez

#	Action	Date Filed	Author	Title	Court Action
171.	2182CV01044	10/16/2025	K.F. (by Fernandez)	Motion and Memorandum of Law in Reply and Clarification (in Response to Cube 3 Studio LLC's Opposition to Emergency Motion to Stay Proceedings)	
172.	2025-J-0728	10/16/2025	K.F. (by Fernandez)	Motion for Reconsideration and Clarification Pursuant to Mass. App. Ct. R. 27.0(e) (Combined Memorandum of Law and Affidavit of Facts)	11/18/2025 Order: "RE#6&7: After review, all requests for relief are denied. (Englander, J.). *Notice/Attest/Connolly, J."
173.	2182CV01044	10/22/2025	Fernandez	Notice of Material Information Regarding Defective Materials, Architectural Liability, and Insurance Disclosure Irregularities	
174.	2382CV00389	10/22/2025	K.F. (by Fernandez)	Motion to Strike and Memorandum of Law (Regarding "Plaintiff's Opposition to the Four October 2025 Motions" filed by Jonathan D. Sweet, Esq.)	
175.	2025-J-0726	10/22/2025	Abouelkhier	Renewed Motion for Leave to Docket Appeal Late (Mass. R. A. P. 10(a)(1)(A), 14(b), and 2; <i>Tisei v. Building Inspector of Marlborough</i> , 3 Mass. App. Ct. 377 (1975))	10/28/2025 Order: "After review, the renewed motion to docket late is denied. Even assuming the plaintiff established excusable neglect for the delay, the plaintiff has failed to establish at least one meritorious appellate issue concerning the 08/29/2025 order of the single justice and none is evident on the record before me. <i>See Tisei v. Building Inspector of Marlborough</i> , 3 Mass. App. Ct. 377, 378-79 (1975)." (Englander, J.)
176.	2382CV00389	10/23/2025	K.F. (by Fernandez)	Motion to Vacate Omnibus Procedural Order No. 2, for Judicial Recusal Review, and to Stay All Case-Management Proceedings (with Incorporated Memorandum of Law)	
177.	2382CV00389	10/23/2025	Fernandez	Notice Regarding Evidentiary Filings, Insurance Investigations, and Record Preservation	
178.	2182CV01044	10/23/2025	Abouelkhier	Motion to Vacate Omnibus Procedural Order No. 2 (Docket #225) and to Strike Joint Motion (Docket #221) for Lack of Service, Notice, Jurisdiction, and Due Process (With Incorporated Memorandum of Law and Request for Expedited Relief)	

Motions and Notices Filed and/or Served by Abouelkhier & Fernandez

#	Action	Date Filed	Author	Title	Court Action
179.	2182CV01044	10/23/2025	Abouelkhier	Opposition to Motion for Entry of Separate and Final Judgment and for Approval of Settlement as Being in Good Faith (with Incorporated Memorandum of Law)	
180.	2182CV01044	10/23/2025	Fernandez	Motion to Stay Any Settlement Proceedings, to Preserve Insurance and Appellate Rights, and to Require Transparency (with Incorporated Memorandum of Law)	
181.	2182CV01044	10/23/2025	Fernandez	Motion to Vacate Omnibus Procedural Order No. 2 for Lack of Service, Jurisdiction, and Due Process (with Incorporated Memorandum of Law)	
182.	2182CV01044	10/23/2025	Fernandez	Notice Regarding Evidentiary Filings, Insurance Investigations, and Record Preservation	
183.	2025-P-1218	10/24/2025	Fernandez	Motion to Correct and Supplement the Record (Mass. R.A.P. 8(e), 9(a)(3), and 10(a)(3)) (Combined Memorandum of Law Included)	10/24/2025 Docket Entry: "Denied without prejudice to renewal in the trial court."
184.	2382CV00389	10/28/2025	Fernandez	Motion to Enforce Minor's Rule 23 Rights, Compel Compliance, Protect Absent Putative Class Members, and Require Insurance Disclosure with Incorporated Memorandum of Law; Mass. R. Civ. P. 1, 9A, 17(c), 23, 24, 26(c), 77, 79; Mass. Decl. of Rights, art. 11	
185.	2182CV01044	11/1/2025	Fernandez	Notice of Material Information; Confirmation of Notification to Insurers and Lenders; Request for Stay/Disclosure Regarding Potential Sale or Transfer	
186.	2382CV00389	11/1/2025	Fernandez	Notice of Active Insurance and Lender Investigations, 2023 Financial Disclosures, and Protective-Order Misconduct	
187.	2182CV01044	11/7/2025	Abouelkhier	Motion to Compel Assembly of Record (Mass. R. A. P. 9(e))	
188.	2382CV00389	11/7/2025	K.F. (by Fernandez)	Notice of Appellate Oversight and Preservation of Record (Filed under Special Appearance; Not a General Appearance; No Consent to Jurisdiction)	

Motions and Notices Filed and/or Served by Abouelkhier & Fernandez

#	Action	Date Filed	Author	Title	Court Action
189.	2382CV00389	11/7/2025	Fernandez	Notice of Appearance and Updated Contact Information	
190.	2582CV00364	11/7/2025	Abouelkhier	Notice of Preservation of Rights, Special Appearance, and Non-Participation	
191.	2025-P-1218	11/7/2025	Fernandez	Notice of Appearance and Updated Contact Information	
192.	2025-P-1218	11/7/2025	Fernandez	Motion and Memorandum of Law to Enlarge Time to File Appellant's Brief and Appendix	11/7/2025 Docket Entry: "RE#7: Allowed to 1/12/2026. Notice sent."
193.	2025-J-0726	11/7/2025	Abouelkhier	Motion to Reconsider (<i>Appeals Court's denial of his 10/7/2025 Motion to Docket Appeal Late</i>)	11/13/2025 Docket Entry: "RE#6: Denied." - Note that Abouelkhier appears to have appealed this denial to an Appeals Court panel. See 2025-P-1463. To date, Marina Bay Residences has received no notice of this appeal.
194.	2182CV01044	11/13/2025	Fernandez	Emergency Motion to (1) Correct Docket, (2) Compel Docketing of Filings, (3) Compel Assembly and Transmission of Record, and (4) Stay All Proceedings as to Sandra Fernandez Pending Appeal (With Incorporated Memorandum of Law)	
195.	2382CV00389	11/13/2025	K.F. (by Fernandez)	Emergency Motion to Stay Proceedings Pending Appeal and to Compel Assembly and Transmission of the Record (with Incorporated Memorandum of Law)	
196.	2382CV00389	11/13/2025	K.F. (by Fernandez)	Notice of Appeal (Filed Under Special Appearance; No Waiver of Jurisdictional Objections) - This notice corresponds with 2025-J-0837.	
197.	2182CV01044	11/13/2025	K.F. (by Fernandez)	Notice of Pending Appellate Jurisdiction and Limitation of Trial-Court Authority Filed Under Special Appearance and Reservation of Rights On Behalf of Minor K.F.	

Motions and Notices Filed and/or Served by Abouelkhier & Fernandez

#	Action	Date Filed	Author	Title	Court Action
198.	2025-J-0837	11/14/2025	K.F. (by Fernandez)	Motion to Order Assembly and Transmission of the Record Pursuant to Mass. R. A. P. 9(a), 9(e), 10(a), 15, and Mass. R. Civ. P. 17(c)	11/25/2025 Order: "(RE#2): The motion to compel assembly of the record is denied without prejudice. The motion fails to sufficiently identify a specific notice of appeal and specific documents in the lower court record that the petitioner seeks to have assembled. (D'Angelo, J.) *Notice/Attest."
199.	2025-J-0840	11/14/2025	Fernandez	Motion to Compel Assembly and Correction of the Record Pursuant to Mass. R.A.P. 8(e) and 9(a)(3) - This corresponds with 9/29 Notice of Appeal, filed in 2182CV01044.	11/25/2025 Order: "(RE#2): The motion to compel assembly of the record with respect to the notices of appeal docketed as papers 216 and 217 is allowed to the extent that the Superior Court shall prepare an assembly of the record with respect to these two notices of appeal. It appears the appellant asserted a claim of intervention as of right and the denial would be appealable. See <u>Reznik v. Garaffo</u> , 466 Mass. 1034, 1035 (2013). I express no view as to the merits of the appeal. So ordered. (D'Angelo, J.) *Notice/Attest."
200.	2025-J-0846	11/14/2025 (served 11/17)	Abouelkhier	Motion to Compel Assembly and Transmission of the Record Forthwith (With Jurisdictional Statement, Memorandum of Law, and Affidavit of Appellant) - "This appeal arises from final orders entered on August 20, 2025 by the Norfolk Superior Court denying Appellant Abouelkhier's (1) Motion to Intervene and (2) Emergency Ex Parte Motion for Temporary Restraining Order and Preliminary Injunction."	11/25/2025 Order: (RE#2, #4, and #5): After review of the motion, response, and reply, the motion to compel assembly of the record with respect to the 9/18/25 notice of interlocutory appeal (docketed as paper 215) is allowed to the extent that the Superior Court shall assemble the record with respect to the notice of appeal. It appears the appellant asserted a claim of intervention as of right and the denial would be appealable. See <u>Reznik v. Garaffo</u> , 466 Mass. 1034, 1035 (2013). I express no view as to the merits of the appeal. So ordered. (D'Angelo, J.) *Notice/Attest."
201.	2182CV01044 2382CV00389 2582CV00364	11/17/2025	Abouelkhier	Notice of Special Appearance and Reservation of Appellate Rights of Dany Abouelkhier (For Filing in ALL THREE Dockets)	

Motions and Notices Filed and/or Served by Abouelkhier & Fernandez

#	Action	Date Filed	Author	Title	Court Action
202.	2025-J-0728	11/25/2025	K.F. (by Fernandez)	Petition for Panel Review of Single Justice Orders Pursuant to Mass. R. App. P. 15(c) and G.L. c. 231, § 118 (First Paragraph)	11/26/2025 Order: "RE#8: As there is no right to appeal the order of the single justice denying relief pursuant to G. L. c. 231, s. 118, first par., the petitioner's notice of appeal is struck. See <i>McMenimen v. Passatempo</i>, 452 Mass. 178, 189-90 (2008); <i>Rollins Envtl. Servs., Inc. v. Superior Court</i>, 368 Mass. 174, 181 (1975). (D'Angelo, J). *Notice/Attest/Connolly, J." 11/26/2025 Order: "RE#9: It has come to the court's attention that on 11/25/2025, the appellant's motion to compel assembly of record was allowed in 2025-P-0837. On or before 01/06/2025, the appellant is to notify the court in writing if they intend to proceed with this appeal from the 10/09/2025 order denying the same motion. *Notice."
203.	2025-J-0728	12/5/2025	K.F. (by Fernandez)	Motion to Correct Docket Entry and to Confirm Pending Panel Review Petition (Paper #9)	

EXHIBIT B

Courtesy **COPY**

2382CV00389

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss.

SUPERIOR COURT
CIVIL ACTION
No. 2582CV00364

DANY ABOUELKHIER

vs.

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

COURT ORDER AFTER THE NOVEMBER 17, 2025 CONFERENCE AND HEARING

This matter came before the court on November 17, 2025 at 2:00p.m. pursuant to the court's October 10, 2025 Omnibus Scheduling Order. Also appearing at this hearing were the parties in Norfolk Superior Court Civil Actions: 2182CV01044 [*Marina Bay Residences LLC v. Callahan, Inc. et al.*]; and 2382CV00389 [*Beth Materna et al. v. Marina Bay Residences LLC, Bozzuto Management Co. and Delaney Barrett*].¹ This Order addresses Dany Abouelkhier and Sandra Fernandez, individually, and on behalf of her minor child K.F., and directs them to file all papers, motions, pleadings, and notices concerning their claims or defenses to any counterclaims ONLY in Norfolk Superior Court Civil Action 2582CV0364 now captioned: *Dany Abouelkhier and Others*² v. *Marina Bay Residences, LLC, Bozzuto Management Co., and Delaney Barrett* (hereinafter referred to as the "Abouelkhier action" or "2582CV00364"). The court's reasons are explained below and concludes with the court's ORDER.

¹ The Court issued an Omnibus Scheduling Order No. 2 dated October 10, 2025 in the three actions, which required the parties in all three actions to meet and confer and prepare a joint report for the court. Mr. Abouelkhier declined to participate. The court held an in-person status conference and motion hearing on November 17, 2025.

² Sandra Fernandez on her own behalf and on behalf of her minor child K.F.

11/19/2025
RECEIVED & FILED
CLERK OF THE COURTS
NORFOLK COUNTY

SUMMARY OF THE PENDING NORFOLK ACTIONS AND PROCEDURAL HISTORIES

1. *Marina Bay Residences, LLC v. Callahan et al.*, Civil Action No. 2182CV01044
("construction suit" or 2182CV01044)

This action concerns the alleged defects in the construction of the building of the Marina Bay Residences brought by the owners of that building. Neither Abouelkhier, nor Sandra Fernandez, on her own behalf or on behalf of the minor child (hereinafter they will be referred to collectively as the "non-parties"), are a party to the 2182CV01044 action. Moreover, the non-parties lack standing to intervene in that action, as they are not owners of the building.

Even though no judge of this court has allowed the non-parties to intervene in this action, they continuously demand to file nonsensical and usually "emergency" motions making needless, and indeed wasteful, demands on the parties and the court's time. By way of example, according to the parties Joint Statement for the November 17, 2025 Report, Exhibit A, in just the last four and a half months, the non-parties have attempted to file 10 motions, 9 so-called "notices," and an "emergency" Petition for Relief under G.L. c. 231, §118(1) by Ms. Fernandez of behalf of the minor child.

2. *Beth Materna et al. v. Marina Bay Residences and Others*³ Civil Action No. 2382CV00389 ("2382CV00389 action" or "tenants' claims")

This case is styled as a putative class action by the tenants against their landlord, Marina Bay Residences, and the management company for damages caused by water infiltration and disruption during the period of repairs. The tenants brought claims for violations of the lease, breaches of the implied warranty of habitability, and violation of G.L. c. 93A. However, no class has yet been certified. The parties to this action agree that they will not be ready to brief

³ Bozzuto Management Co. and Delaney Barrett.

and argue the class certification issues until after the close of discovery, which is a date yet to be determined.⁴

Initially, Dany Abouelkhier was named as the putative class representative in 2382CV00389.⁵ Beginning in early 2025, Mr. Abouelkhier filed a flurry of motions revealing that Mr. Abouelkhier and Plaintiffs' counsel had a significant breakdown in their attorney/client communications. To summarize those multiple pleadings, suffice it to say that Mr. Abouelkhier sought to discharge the Plaintiffs' firm, and the firm sought to replace Mr. Abouelkhier as the class representative. The culmination of the persistent motion practice was a March 25, 2025 hearing. At that time, the Superior Court severed Mr. Abouelkheir from the putative class action suit (the tenants' suit) and opened up a new civil action for Mr. Abouelkhier against the same defendants, advancing the same claims, with the docket number 2582CV00364 (*Dany Abouelkhier v. Marina Bay Residences et al.*).⁶ See 2382CV00389 paper #42 endorsement. As referenced below, Marina Bay's counterclaim was brought over to the 2582CV00364 action.

This severance did not satisfy the non-parties. Thereafter, the non-parties insisted on filing a barrage of motions and notices not only in the 2382CV00389 suit but also, as discussed below, in the 2182CV01044 action. In the 2382CV00389 case alone, Mr. Abouelkhier filed approximately 114 filings and Ms. Fernandez filed another 81, not all of which have been docketed. Additionally, there were approximately four known appeals of various rulings by Mr. Abouelkhier against Marina Bay Residences.⁷ No court has vacated the decision to sever Mr.

⁴ The parties in that action are preparing a proposed scheduling order for the court which will be addressed at the next status hearing in January.

⁵ Mr. Abouelkhier is alleged to have been a resident at the Marina Bay Residences at least during the relevant time period.

⁶ The court also waived all filing fees in connection with the creation of the new lawsuit for Abouelkhier. See docket no. 2582CV00364 entry dated 4/1/25 Financial Note.

⁷ The known appellate actions brought by Abouelkhier against Marina Bay Residences are: 2025-P-1218; 2025-P-0837, 2025-P-0726, and 2025-P-0519. All are closed except for 2025-P-1218.

Abouelkhier's claim from the putative class action suit. Since March of 2025, pursuant to this court's order, Mr. Abouelkhier has not been a party in the tenants' action.

3. *Dany Abouelkhier v. Marina Bay Residences, et al.* Civil Action No. 2582CV00364
("Abouelkhier action" or 2582CV00364)

This action commenced in late March of 2025 after the court severed Mr. Abouelkhier's claims from the tenants' action and created a separate tenant action for Mr. Abouelkhier. In 2582CV00364, the Defendant Marina Bay Residences, LLC had brought a counterclaim for non-payment of rent against Mr. Abouelkhier. Mr. Abouelkhier failed to answer or otherwise respond and was defaulted. That counterclaim and default were carried over, along with Mr. Abouelkhier's other claims against these same defendants, into the Abouelkhier action (2582CV00364). On April 7, 2025, in the Abouelkhier action, the court allowed Mr. Abouelkhier's motion to remove the default and ordered him to answer the counterclaim by April 21, 2025 (Civil Action No. 2582CV00364 endorsement 4/7/25 Leighton, J.). Rather than filing an answer or motion to dismiss Mr. Abouelkhier, pro se, filed correspondence that was docketed in which he claimed to enter a "special appearance, reservation of rights and Objection to the default on the counterclaims." (2582CV00364 paper #7). Mr. Abouelkhier sought to stay the action pending an appeal which the court denied (2582CV00364 docket entry 6/25/25 Leighton, J.). Then, on July 3, 2025, Mr. Abouelkhier filed a "Notice of Non-Participation in Lieu of Answer and Preservation of Appellate Rights." Notwithstanding that notice, Mr. Abouelkhier filed a dozen or more "emergency motions" while he was also apparently pursuing his appellate rights.

The Marina Bay defendants seek an entry of a default as no answer has been filed despite the court's order that Mr. Abouelkhier do so by April 21, 2025. At the hearing on November 17, 2025, when the court called the case and invited Mr. Abouelkhier to step forward to be heard on

Marina Bay's request for a default, Mr. Abouelkhier refused to come forward and declined his opportunity to address the motion with the court. That motion is now under advisement with the court.

4. Findings of the Court

To date, no court has granted the non-parties the right to intervene and participate in the construction suit, and they have been severed from the tenants' suit and provided with their own tenants' suit. Undaunted, they continue to vexatiously and wastefully consume the parties' resources and the clerk office's limited resources in reviewing, docketing, filing, and responding to these nonsensical papers. The parties have reported to the court, most recently in their Joint Statement for the November 17, 2025 hearing, that Dany Abouelkhier and Sandra Fernandez's numerous attempts to file papers in these actions has become an obstacle to the parties' ability to move forward in discovery in an orderly fashion.⁸ As a result of the cascade of papers from the non-parties, the parties, and frankly, the court, have dedicated resources that could be put to more productive use than addressing the frivolous, repetitive and non-meritorious submissions from the non-parties. It has become a hinderance, and frequent distraction to the court's ability to deliver a high quality of justice with all deliberate speed in these cases.

The court finds that the contents, volume, and timing of Dany Abouelkhier and Sandra Fernandez's filings lack any meritorious legal or factual substance. Even after being denied by this court, and the Massachusetts Court of Appeals, any relief that would offer them the right to participate as parties in either civil actions nos. 2182CV01044 or 2382CV0389, Dany Abouelkhier and Sandra Fernandez have engaged in a campaign of harassment by their attempts

⁸ See pages 20 – 27, Ex. B which lists, since June of 2025, 33 outstanding motions by the non-parties and 22 "notices" that have been docketed. Additionally, there are several appeals that the non-parties have brought. At this time, there appears to be perhaps one active appeal.

to paper these cases to a slow, grinding halt. Their attempted filings are like sand in the gears that threaten to bring justice in these matters to a halt.

To serve the ends of justice for all parties, and to ensure access to this court by the rest of the public in addition to the other litigants in these cases, the court finds:

1. By severing all claims by or against Dany Abouelkhier and Sandra Fernandez (for herself and her minor child) and consolidating them all in 2582CV0364 against the same defendants as are in the 2382CV0389 tenant suit, and importing all the same claims and defenses, including Marina Bay's counterclaim for non-payment of rent, the non-parties' rights and defenses are all preserved. They are free to pursue them, or not, in the Superior Court. They have a remedy available to them should they chose to pursue one.⁹
2. Additionally, by severing the non-parties' claims into their own action, it will permit the construction suit and the tenants' suit to proceed in a reasonable and orderly fashion to a trial or other resolution.
3. In addition, Dany Abouelkhier shows little respect for the Superior Court and its rules. For example, he and Sandra Fernandez refuse to follow the Superior Court Rule 9A requirement of serving of their papers on all parties before attempting to file

⁹ At the hearing on November 17, 2025, when his case was called, 2582CV00364, and the court invited him to step forward and address the court from the Plaintiff's table (and microphone), Abouelkhier stood where he was sitting and refused to come forward. He instead read from a paper stating that he was "pro se and he was there by special appearance and under a reservation of rights." While not clear what he meant, it appears that he was attempting to challenge the jurisdiction of the court. Given, however, the dozen upon dozen of filings he has made or attempted to made in this court and in these actions, even if there was a jurisdictional issue, which there is not, by his conduct, he has certainly waived it. He has made dozens and dozens of attempts to invoke this court's jurisdiction. Dany Abouelkhier has recently given papers to the court indicating that he does not recognize 2582CV00364 and refuses to participate in that suit. That is, of course, his choice not to participate. But he does not have a right to be a plaintiff in 2182CV01044 and further, unless or until the court were to certify a class of past or current tenants in 2382CV00389, he is not a party in that action. Though if the class is certified in that case he, like all other similarly situated persons, would stand to obtain the same relief, if any, recovered from that suit.

them with the court. Instead, they label everything as an “emergency” motion to bypass the Rule 9A requirements. Moreover, Mr. Abouelkhier has shown growing disrespect to the court by refusing to obey the court’s order to answer the counterclaim, participate in the joint status report ordered by this court in its October 10, 2025 Omnibus Order, and then at the November 17, 2025 hearing, on more than two occasions, he refused the court’s invitation to come forward when his case was called to address the court and answer the court’s questions. By segregating the non-parties’ claims, the court can better control this case, the litigants, and manage its docket.

4. The parties in the other two actions have beseeched this court to take action stop the non-parties from interfering in the ongoing litigation and cause them to spent their clients’ resources addressing non-substantive and often repetitive motions on matters that have been denied, appealed, and reconsidered and still denied.
5. On balance, this approach to sever the non-parties’ claims permits the non-parties to have their day in court, should they decide to pursue it in accordance with this court’s orders, the rules of the Superior Court and the Rules of Civil Procedure, while at the same time permitting the construction action and the tenants’ action to move forward toward a resolution of those matters.

Now then the Court ORDERS:

ORDER

Consistent with the verbal order provided to Abouelkhier and Sandra Fernandez on her own behalf and on behalf of her minor child in court on November 17, 2025 this court **ORDERS** that:

1. Dany Abouelkhier is a named plaintiff in 2582CV00364. Any pleadings, motions, notices or filings he may wish to make concerning his tenancy at Marina Bay Residences must be made, if at all, in civil action no. 2582CV00364. **Dany Abouelkhier is expressly prohibited by this court ORDER from attempting to file or asking to file or seeking to file any pleading, motion, paper, or notice in either civil action 2182CV01044 or civil action 2382CV00389.**
2. The court now adds Sandra Fernandez, on her own behalf and on behalf of the minor child K.F., as plaintiffs in civil action 2582CV00364. Their claims against Marina Bay Residence, Bozzuto Management Inc., and Delaney shall all be brought in the 2582CV00364 action. Any pleadings or filings they wish to make must be made, if at all in civil action no. 2582CV00364. **Sandra Fernandez on her own behalf and on behalf of her minor child are expressly prohibited by this court ORDER from attempting to file or asking to file or seeking to file any pleading, motion, paper, or notice in either civil action 2182CV01044 or civil action 2382CV00389.**
3. Any violation of this ORDER by the non-parties shall be considered a violation of a clear and direct COURT ORDER and may subject the violating party to the full range of court sanctions, including without limitation: initially, \$100 fines for each violation to be increased by \$25.00 per violation for a maximum fine of \$1000 should the court find a factual basis to conclude that the non-parties have engaged in continued violations of this ORDER, an award of attorneys' fees to each of the parties that are required to respond to any filing by the non-parties in 2182CV01044 or in 2382CV00389, and in addition, the court may Order dismissal of the non-parties'

claims in this action, with prejudice, or any other sanction available to the court to enforce its orders.

4. If there is any variation from the spoken order and this written order, it is this written order that shall govern.

SO ORDERED

/s/Rosemary Connolly
ROSEMARY CONNOLLY
Justice of the Superior Court

DATE: NOVEMBER 19, 2025

EXHIBIT C

1 of 1

K

CONTINGENT FEE AGREEMENT
(To Be Executed In Duplicate)

Date: April 26, 2023

Client: Dany Abouelkhir 550 Victory Road, Apt South 339, Quincy MA 02171
(Name) (Address) (City or Town) (State) (Zip)

retains the Lawyer, KECHES LAW GROUP, P.C., 2 Granite Avenue #400, Milton MA 02186, to perform the legal services mentioned in Paragraph One below. The Lawyer agrees to perform the services faithfully and with due diligence.

1. The claim, controversy, and other matter with reference to which the services are to be performed are:
All claims on behalf of the class of all current and former tenants at Merid/Marina Bay Residences
2. The contingency upon which compensation is to be paid is:
Recovery of damages whether by settlement, judgment, or otherwise.
3. The client is in any event liable to KECHES LAW GROUP, P.C., for its expenses and disbursements upon conclusion of the case by way of settlement, judgment or otherwise.
4. The client is not to be liable to pay compensation other than from amounts collected for him/her by the attorney except as follows:

Compensation to be paid to the lawyer by the client on the foregoing contingency shall be the following percentage of the gross amount collected:

33 1/3 Percent plus expenses before litigation has commenced;
33 1/3 Percent plus expenses before trial;
33 1/3 Percent plus expenses after trial has commenced.

The percentage calculation above shall be applied to the gross amount of the recovery, which shall include any attorneys' fees awarded by a court or included in a settlement, and before deductions of any liens, costs, and expenses. The client authorizes KECHES LAW GROUP, P.C. to deduct attorneys' fees, liens, costs, and expenses out of monies collected following settlement, judgment, or otherwise on the claim(s) set forth in paragraph 1. The client acknowledges, understands, and fully and voluntarily consents to the terms and provisions set forth in paragraph 4. (Client Initials) DA

5. If the attorney-client relationship is terminated before the conclusion of the case for any reason, the attorney may seek payment for the work done and expenses advanced before the termination. Whether the lawyer will receive any payment for the work done before the termination, and the amount of any payment, will depend on the benefit to the client of the services performed by the lawyer as well as the timing and circumstances of the termination. Such payment shall not exceed the lesser of (i) the fair value of the legal services rendered by the lawyer, or (ii) the contingent fee to which the lawyer would have been entitled upon the occurrence of the contingency. (This paragraph does not give the lawyer any rights to payments beyond those conferred by existing law.)
7. Payment of any fees owed to former counsel; (This paragraph is only applicable if KECHES LAW GROUP, P.C. is successor counsel) If KECHES LAW GROUP, P.C. fulfills the contingency set forth in paragraph 2 (The client should initial next to the option selected):

n/a (i) The lawyer is responsible for payment of former counsel's reasonable attorney's fees and expenses and the cost of resolving any dispute between the client and prior counsel over fees or expenses; or
n/a (ii) The client is responsible for payment of former counsel's reasonable attorney's fees and expenses and the cost of resolving any dispute between the client and prior counsel over fees or expenses.

CLIENT SHALL EXECUTE A TERMINATION LETTER TO PRIOR COUNSEL AND CLIENT SHALL PROVIDE ANY BILLING STATEMENT OR OTHER RESPONSE RECEIVED FROM PRIOR COUNSEL TO KECHES LAW GROUP, P.C. IMMEDIATELY UPON RECEIPT. no (Client Initials)

8. Notwithstanding any of the above, the parties agree that KECHES LAW GROUP, P.C. reserves the right to withdraw from further prosecution of the claim should its attorneys determine that the claim is without merit or does not have a reasonable likelihood of success on the merits.
9. The parties agree that the client shall cooperate in all respects with the lawyer in the advancement of this claim and shall promptly notify the lawyer in writing of any change of address and/or telephone number. Failure to do so may relieve the lawyer of any obligation to postpone proceedings in the case and may serve as a basis for a motion to withdraw as counsel for the client.
10. KECHES LAW GROUP, P.C. has a file retention policy, in accordance with applicable laws, which is a limited period of time during which the file shall be retained after the conclusion of the case before it is destroyed. In the event the client wishes to be provided with any materials contained in the file, the client agrees to notify KECHES LAW GROUP, P.C. within thirty (30) days from notification that the case has been concluded and/or notification of termination of representation in this office.

This Agreement and its performance are subject to Mass. R. Prof. C. 1.5 and Rule 3.07 of the Supreme Judicial Court of Massachusetts, WE EACH HAVE READ THE ABOVE AGREEMENT BEFORE SIGNING IT.
Each party hereto acknowledges receipt of an executed duplicate of this Agreement.

(signature of client) Dany Abouelkhir

(signature of attorney) Jonathan Sweet, Esq.
On behalf of Keches Law Group PC

EXHIBIT D



KechesLaw.com
P: 508-822-2000
F: 508-822-8022

2 Granite Ave.
Suite 400
Milton, MA 02186

April 26, 2023

VIA EMAIL

CONFIDENTIAL: ATTORNEY CLIENT PRIVILEGED COMMUNICATION

Dear Current & Former Residents of Meriel/Marina Bay Residences:

I wanted to give you an update on where things stand at present. As we have learned more about the true nature and scope of the many ongoing problems and damages at the buildings, and as the list of affected tenants has grown and grown, it has become abundantly clear that this case will have to be filed as a class action for all similarly situated current and former tenants. The court administration simply will not allow us to file and litigate hundreds of individual lawsuits against the same defendants for the same types of claims arising out of the same problems with the buildings. At this point, the class action will be only viable method to efficiently and effectively prosecute the various legal claims (including those for 93A violations). Each class member's individual damages will be presented and evaluated as part of the case. I do not foresee that the amount of your potential recovery will be diminished by virtue of the class action format.

The class representative will be Dany Abouelkhier in South 339 because he has lived there since 2018 and his family's damages and losses are representative of the problems that have plagued the buildings. The class representative is a figurehead and such designation as such does not entitle him to any more rights or monetary recovery by virtue of this position.

Since we will be proceeding with a class action, it is no longer necessary to individually engage with my office. As an affected current or former tenant, you will automatically become a member of the class.

If you have not already done so, please email our paralegal Carrie Rhodes (crhodes@kecheslaw.com) the following:

- (1) a copy of your lease(s);
- (2) any photographs/videos depicting the problem conditions such as water infiltration, interior remediation work, mold growth, exterior construction work, noise disturbance, etc;
- (3) any communications with the landlord/property manager about the problem conditions;
- (4) a bullet point list of your specific problem conditions and complaints about the rental, including whether and what physical symptoms you experienced that you believe are related to mold;
- (5) any mold testing reports you might now have or that you receive in the future; and/or
- (6) any medical records related to adverse mold reactions.

Additional Offices:

- ☐ Bridgewater, MA
- ☐ Worcester, MA
- ☐ Fall River, MA
- ☐ New Bedford, MA
- ☐ Providence, RI
- ☐ Portsmouth, NH
- ☐ Philadelphia, PA



If you are not able to email us these materials, feel free to use regular mail or to contact Carrie Rhodes to make other arrangements. We are also a short drive away and you can always stop by to drop anything off in hand.

Going forward all communications regarding the legal aspects of the case must remain confidential. It is perfectly fine to continue sharing your experiences with other tenants on the Telegram app but you shouldn't post anything regarding the legal case or our attorney-client communications there. Each of you remain free to contact me directly via email, as before, with any questions or concerns.

We expect to file the lawsuit very soon. Until then and going forward there should be no communication with the landlord/owner or the management company about the legal case. If they attempt to discuss the legal case with you, please let me know immediately.

That said, for the current tenants, you are free to continue communicating with the management company about the ongoing issues as before. I understand that they are offering rental concessions during certain periods of "active construction". You are free to make use of these concessions and to try and negotiate better deals with them. Just be sure not to sign any documents that could be construed as a waiver or release of your legal rights for doing so. I am happy to review any documents they present to you but from what I understand they have not tried to do this yet.

I am looking forward to prosecuting this case and appreciate your confidence in my office.

Very truly yours,
/s/ Jonathan D. Sweet
jsweet@kecheslaw.com

EXHIBIT E

Docketed 01/02/2025

27

COMMONWEALTH OF MASSACHUSETTS
THE TRIAL COURT

NORFOLK, ss.

SUPERIOR COURT DEPARTMENT
Civil Action No. 2382CV00389

DANY ABOUELHKIER 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 FIRST AMENDED CLASS ACTION COMPLAINT**

The Defendant, Marina Bay Residences, LLC (hereinafter "Owner" or "Marina Bay"), files this Answer (the "Answer") to the Second Amended Class Action Complaint and Demand for Jury Trial (the "Complaint") filed by Plaintiff Dany Abouelkhier ("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. PREAMBLE

Except as expressly admitted herein, Marina Bay denies each and every allegation contained in the Complaint and specifically denies any liability to Plaintiff. Pursuant to Rule 8(b) of the Massachusetts Rules of Civil Procedure, averments in the Complaint to which no responsive pleading is required shall be deemed as denied. Marina Bay reserves the right to seek to amend

and/or supplement this Answer as may be necessary.

B. 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; has experienced serious repeated water intrusions and widespread leaks to the exterior of the Property since 2018 as a result of construction and design defects; and that the repair and remediation project Marina Bay has undertaken has, at various times, and in varying ways, affected all of the units.¹

C. RESPONSES

"PARTIES"

1. Marina Bay admits that Dany Abouelkhier is a tenant at 550 Victory Road #S339 in Quincy, Norfolk County, Massachusetts and otherwise denies knowledge or information sufficient to form a belief as to the allegations in Paragraph 1.²

2. Marina Bay admits the allegations in Paragraph 2.

3. Marina Bay is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 3.

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

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

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

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 involve 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 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 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 has 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 is being carried out in phases, and that it has 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 is currently expected to be 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 may already have 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 may already have 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 may already have 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 P8roperty that the image therein purports to depict (the conditions of which unit may already have 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 (as of the date hereof) 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 being performed in one area of the Property in connection with the Property's repair and remediation project, which involves (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.

44. With respect to Paragraph 44, Marina Bay admits that the remediation and repair project for the Property has, from time to time, temporarily limited certain tenants' access to their balconies, in exchange for which affected tenants have 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. 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, as the repair and remediation project progresses to new areas of the Property, tenants who previously were unaffected by the project may temporarily experience limited access to common areas and other disruptions inherent in the work involved in project, for which they have received and/or will receive rent concessions. The remaining allegations in Paragraph 46 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.

47. With respect to paragraph 47, Marina Bay admits that the repair and remediation project is extensive and may be disruptive to certain tenants as the work on the project progresses through its various stages from start to finish. The remaining 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 the work involved in the repair and remediation project has every day since its inception impacted or will at some point impact 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 have been or will be impacted for the duration of the project. Marina Bay otherwise denies the allegations in Paragraph 48.

49. The allegations in Paragraph 49 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.

50. With respect to Paragraph 50, 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 50 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.

51. Marina Bay denies the allegations in Paragraph 51.

52. Marina Bay denies the allegations in Paragraph 52.

53. Marina Bay denies the allegations in Paragraph 53.

54. Marina Bay denies the allegations in Paragraph 54.

55. With respect to Paragraph 55, 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 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 Paragraph 57, 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' and temporary apartments in the North building." 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. Marina Bay denies the allegations in Paragraph 58.

59. Marina Bay denies the allegations in Paragraph 59.

60. With respect to the allegations in Paragraph 60, Marina Bay admits that Unit S339 has been occupied on various dates and for unknown periods of time by Plaintiff, his wife, minor child, and/or his cousin Ahmed Naguib. The remaining allegations in Paragraph 60 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.

61. With respect to Paragraph 61, 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 61 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.

62. With respect to the allegations in Paragraph 62, 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 62 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 62.

63. Marina Bay denies the allegations in Paragraph 63.

64. Marina Bay denies the allegations in Paragraph 64.

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. The 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 denies the factual allegations in Paragraph 68. The remaining allegations in Paragraph 68 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.

69. Marina Bay denies the factual allegations in Paragraph 69. The remaining 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. Marina Bay lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 71 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 71.

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. The allegations in Paragraph 73 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.

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. With respect to the allegations in Paragraph 76, Marina Bay admits that Plaintiff purports to bring this class action on behalf of himself 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.

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.

82. The allegations in Paragraph 82 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.

83. The allegations in Paragraph 83 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.

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.

**“COUNT I
BREACH OF CONTRACT
DEFENDANTS MBR AND BMC”**

85. With respect to Paragraph 85, Marina Bay incorporates by reference its answers to the allegations set forth above.

86. With respect to Paragraph 86, 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.

87. The allegations in Paragraph 87 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.

88. Marina Bay denies the allegations in Paragraph 88.

89. Marina Bay denies the allegations in Paragraph 89.

90. The allegations in Paragraph 90 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”**

91. With respect to Paragraph 91, Marina Bay incorporates by reference its answers to the allegations set forth above.

92. The allegations in Paragraph 92 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.

93. Marina Bay denies the allegations in Paragraph 93.

94. Marina Bay denies the allegations in Paragraph 94.

95. Marina Bay denies the allegations in Paragraph 95.

96. The allegations in Paragraph 96 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”**

97. With respect to Paragraph 97, Marina Bay incorporates by reference its answers to the allegations set forth above.

98. Marina Bay denies the allegations in Paragraph 98.

99. Marina Bay denies the allegations in Paragraph 99.

100. The allegations in Paragraph 100 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”**

101. With respect to Paragraph 101, Marina Bay incorporates by reference its answers to the allegations set forth above.

102. With respect to the allegations in Paragraph 102, 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 102 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 102.

103. Marina Bay denies the allegations in Paragraph 103.

104. Marina Bay denies the allegations in Paragraph 104.

105. Marina Bay denies the allegations in Paragraph 105.

106. The allegations in Paragraph 106 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.

107. The allegations in Paragraph 107 purport to characterize a document reflecting written communications between Plaintiff's spouse and representatives of Bozzuto, which document speaks for itself and thus require no response.

108. Marina Bay denies the allegations in Paragraph 108 alleging that any knowingly false statements were made to Plaintiff about the nature or duration of the remediation project, and also denies the allegations therein regarding the condition of the premises for tenants during that project.

109. The allegations in Paragraph 109 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.

110. With respect to the allegations in Paragraph 110, Marina Bay admits that access to the balcony of Plaintiff's unit was restricted for more than one (1) month but denies the remaining allegations therein.

111. The allegations in Paragraph 111 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.

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 this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

115. The allegations in Paragraph 115 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.

116. The allegations in Paragraph 116 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”**

117. With respect to Paragraph 108, Marina Bay incorporates by reference its answers to the allegations set forth above.

118. With respect to the allegations in Paragraph 109, 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 109 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.

119. Marina Bay denies the allegations in Paragraph 119.

120. Marina Bay denies the allegations in Paragraph 120.

121. Marina Bay denies the allegations in Paragraph 121.

122. The allegations in Paragraph 122 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.

123. The allegations in Paragraph 123 purport to characterize a document reflecting

written communications between Plaintiff's spouse and representatives of Bozzuto, which document speaks for itself and thus require no response.

124. Marina Bay denies the allegations in Paragraph 124 alleging that any knowingly false statements were made to Plaintiff about the nature or duration of the remediation project, and also denies the allegations therein regarding the condition of the premises for tenants during that project.

125. The allegations in Paragraph 125 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.

126. With respect to the allegations in Paragraph 126, Marina Bay admits that access to the balcony of Plaintiff's unit was restricted for more than one (1) month but denies the remaining allegations therein.

127. The allegations in Paragraph 127 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.

128. Marina Bay denies the allegations in Paragraph 128.

129. Marina Bay denies the allegations in Paragraph 129.

130. Marina Bay denies the allegations in Paragraph 130.

131. The allegations in 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. Marina Bay denies the allegations in Paragraph 132.

133. Marina Bay denies the allegations in Paragraph 133.

134. The allegations in Paragraph 134 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.

135. The allegations in Paragraph 135 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”**

136. With respect to Paragraph 136, Marina Bay incorporates by reference its answers to the allegations set forth above.

137. Marina Bay denies the allegations in Paragraph 137.

138. The allegations in Paragraph 138 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”**

139. With respect to Paragraph 139, Marina Bay incorporates by reference its answers to the allegations set forth above.

140. With respect to Paragraph 140, Marina Bay admits that, on or about May 5, 2023, 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 140 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.

141. Marina Bay denies the allegations in Paragraph 141.

142. Marina Bay denies the allegations in Paragraph 142.

143. The allegations of Paragraph 143 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.

144. The allegations in Paragraph 144 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”**

145. With respect to Paragraph 145, Marina Bay incorporates by reference its answers to the allegations set forth above.

146. With respect to the allegations in Paragraph 146, 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 146 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 146.

147. The allegations of Paragraph 147 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.

148. The allegations of Paragraph 148 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.

149. The allegations of Paragraph 149 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.

150. The allegations of Paragraph 150 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.

151. The allegations in Paragraph 151 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”**

152. With respect to Paragraph 152, Marina Bay incorporates by reference its answers to the allegations set forth above.

153. The allegations in Paragraph 153 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.

154. The allegations in Paragraph 154 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.

D. ADDITIONAL DEFENSES

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

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

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

158. 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.

159. 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.

160. 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.

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

162. 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.

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

164. 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.

165. 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.

166. 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.

167. 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.

168. 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.

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

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

171. 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.

E. 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 March 17, 2023, after occupying Unit S339 as a tenant since May 31, 2018, Plaintiff executed a revised lease agreement (the “Lease”), extending Plaintiff’s tenancy through May 31, 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 \$3,610 to Marina Bay, including \$3,495 for rent, \$40 for additional storage space, and \$75 for one reserved parking spot. 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. Plaintiff failed to make any payments—whether for rent, utilities, or otherwise—beginning in April 2023, less than a month after the Lease was executed. This nonpayment has persisted through today and has accrued an outstanding balance of \$68,039.96.

7. On April 24, 2024, Marina Bay issued Plaintiff a Notice of Non-Renewal for fault, citing the Plaintiff's failure to pay rent, as well as all use and occupancy charges, as the basis for non-renewal. A true and accurate copy of the Notice of Non-Renewal is attached at Exhibit B.

8. Despite receiving the Notice of Non-Renewal, Plaintiff remained in the Premises without making any payments, even after the expiration of the Lease on May 31, 2024.

9. On June 17, 2024, Marina Bay initiated summary process eviction proceedings in Housing Court.

10. On August 6, 2024, Plaintiff and Marina Bay reached an Agreement for Judgment in Housing Court. A true and accurate copy of the Agreement for Judgment is attached at Exhibit C.

11. The Agreement for Judgment required Plaintiff to vacate the Premises by October 15, 2024. While no rent or use and occupancy payments were due between August 6, 2024 and October 15, 2024, Marina Bay expressly reserved its right to pursue further legal action to recover any remaining balance owed by Plaintiff.

12. As of the date of this Counterclaim, Plaintiff owes no less than \$68,039.96 under the Lease. A true and accurate copy of Plaintiff's resident ledger is attached at Exhibit D.

**COUNT I
BREACH OF CONTRACT**

13. Under the Lease and a subsequent Agreement for Judgment in Housing Court, Plaintiff was a tenant at the Property until October 15, 2024.

14. The Lease required Plaintiff to pay Marina Bay \$3,610 monthly, including \$3,495 for rent, \$40 for additional storage space, and \$75 for one reserved parking spot.

15. 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.

16. The Lease imposed a \$125 late fee for any overdue payments.

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

18. 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.

19. Plaintiff breached the lease by missing nineteen (19) rent, storage, parking, and utility payments, and incurring nineteen (19) separate late fees.

20. Plaintiff has failed to cure the default and remains in breach of the Lease.

21. As of the date of this Counterclaim, Marina Bay has incurred no less than \$68,039.96 in damages due to Plaintiff's breach, with additional late charges continuing to accrue.

F. CONCLUSION & PRAYER

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

- a. Plaintiff takes nothing by his 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

Daniel P. Dain, BBO# 632411

Kate Moran Carter, BBO# 663202

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- and -

/s/ Gregory P. Sapire

Gregory P. Sapire

Application for Admission Pro Hac Vice Forthcoming

MAYNARD NEXSEN PC

2500 Bee Caves Rd., Bldg. 1, Ste. 150

Austin, TX 78746

gsapire@maynardnexsen.com

P: (512) 969-6540

F: (512) 359-7996

Dated: December 20, 2024

CERTIFICATE OF SERVICE

I, Kate Moran Carter, certify that on this 20th day of December 2024, I caused a true and accurate copy of the foregoing document upon all counsel of record by electronic mail:

Jonathan D. Sweet, Esq.
Patrick J. Nelligan, Esq.
Keches Law Group P.C.
jsweet@kecheslaw.com
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Kenneth D. Quat, Esq.
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kquat@quatlaw.com

Attorneys for Dany Abouelkhier, et al.

/s/ Kate Moran Carter

Kate Moran Carter

EXHIBIT A

APARTMENT LEASE CONTRACT



Date of Lease Contract: March 17, 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):

Ahmed Naguib, Dany Abouelkhir, Sandra
Fernandez de Villavicencio Frommer

and us, the owner: Marina Bay Residences, LLC

(name of apartment community or title holder). You've agreed to rent
Apartment No. 5339 at 550 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):

[Redacted]

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
1st day of December 2022 and ends at
11:59 p.m. the 31st day of May, 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 \$ _____ 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
\$ 3610.00 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 \$ _____ 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.

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 \$ 3,495 ; Storage \$ 40 ; Parking \$ 75
Total: \$ 3,610

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.

While You're Living in the Apartment

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

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.

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,

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, whichever 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)

03/17/2023

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

Resident or Residents (all sign below)

Blaise Ayala

Dany Boudreau

Sandra Fernandez de Villavicencio-Pomero

****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)

Dilany Barrett

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)

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 March 17, 2023 between Marina Bay Residences, LLC

("We") and Ahmed Naquib, Dany Abouelkhier, Sandra Fernandez de Villavicencio Frommer

("You") of Unit No. S339 located at 550 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.**

Resident Signature *Alma M. M...*
Resident Signature *David M. M...*
Resident Signature *Sandra Fernandez de Villavicencio F...*
Resident Signature _____
Resident Signature _____
Resident Signature _____
Management *Debra Barrett*

Date 03/20/2023
Date 03/20/2023
Date 03/20/2023
Date _____
Date _____
Date _____
Date 04/04/2023



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. 8339 550 Victory
Road (street address) in
Quincy
(city), Massachusetts, 02171 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: March 17, 2023
Owner's name: Marina Bay Residences, LLC

Residents (list all residents):

Ahmed Naqib, Dany Abouelkhier, Sandra
Fernandez de Villavicencio Frommer

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—

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.

Resident or Residents
(All residents must sign here)

Alfred Aguilar
Dany Abuelkhour
Sandra Fernandez de Villaverde Frommer

Owner or Owner's Representative
(Signs here)

Dolores Barrett

Date of Lease Contract

March 17, 2023



BED BUG ADDENDUM

Date: March 17, 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. 5339, 550 Victory
Road (street address) in
Quincy
(city), Massachusetts, 02171 (zip code).

2. LEASE CONTRACT DESCRIPTION:

Lease Contract date: March 17, 2023
Owner's name: Marina Bay Residences, LLC

Residents (list all residents):

Ahmed Nacrib, Dany Abouelkhir, Sandra
Fernandez de Villavicencio Frommer

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.

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)

Ahmed Hani

Dina Abdelkhalik

Sandra Fernandez de Villavicencio Ferrer

Owner or Owner's Representative
(Signs below)

Dolores Barrett

Date of Signing Addendum
04/04/2023

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

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 uncleanness 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.



**ADDENDUM PROHIBITING
SHORT-TERM SUBLETTING OR RENTAL**



1. DWELLING UNIT DESCRIPTION.

Unit No. 9339 550 Victory
Road (street address) in
Quincy
(city), Massachusetts, 02171 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: March 17, 2023
Owner's name: Marina Bay Residences, LLC

Residents (list all residents):

Ahmed Naqib, Dany Abouelkhir, Sandra
Fernandez de Villavicencio Frommer

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)

Ahmed Naqib
Dany Abouelkhir
Sandra Fernandez de Villavicencio Frommer

Owner or Owner's Representative
(Signs below)

Doreen Barnett

Date of Signing Addendum

04/04/2023



MIXED USE ADDENDUM



1. DWELLING UNIT DESCRIPTION.

Unit No. 8339 550 Victory
Road (street address) in
Quincy
(city), Massachusetts, 02171 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: March 17, 2023
Owner's name: Marina Bay Residences, LLC

Residents (list all residents):

Ahmed Naqib, Dany Abouelkhir, Sandra
Fernandez de Villavicencio Frommer

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)

Ahmed Naqib
Dany Abouelkhir
Sandra Fernandez de Villavicencio Frommer

Owner or Owner's Representative
(Signs below)

Delaney Barrett

Date of Signing Addendum

04/04/2023



PACKAGE ACCEPTANCE ADDENDUM



1. DWELLING UNIT DESCRIPTION.

Unit No. 5339 550 Victory
Road (street address) in
Quincy
(city), Massachusetts, 02171 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: March 17, 2023
Owner's name: Marina Bay Residences, LLC

Residents (list all residents):

Ahmed Naqib, Dany Abouelkhier, Sandra
Fernandez de Villavicencio Frommer

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)

Ahmed Naqib
Dany Abouelkhier
Sandra Fernandez de Villavicencio Frommer

Owner or Owner's Representative
(Signs below)

Delaney Barrett

Date of Signing Addendum

04/04/2023



PHOTO, VIDEO, AND STATEMENT RELEASE ADDENDUM



1. DWELLING UNIT DESCRIPTION.

Unit No. S339 550 Victory
Road
(street address) in
Quincy
(city), Massachusetts, 02171 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: March 17, 2023
Owner's name: Marina Bay Residences, LLC

Residents (list all residents):

Ahmed Naguib, Dany Abouelkhier, Sandra
Fernandez de Villavicencio Frommer

[REDACTED]

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.

Blank handwriting practice paper with horizontal lines and dashed midlines for letter height guidance. The page contains faint, illegible text from the reverse side, which appears to be a list of names or a document header.

Owner or Owner's Representative
(Signs below)

Amel Mersal
Dina Abouelkheir
Sandra Fernandes de Villavicencio Frommer

Delaney Barrett

Date of Signing Addendum
04/04/2023





Acknowledgment of Liability Insurance Requirement

As managing agent for Marina Bay Residences, LLC

, the "Owner" of Meriel Marina Bay

located at 550 Victory Road #8339, 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.

Ahmed Naguib

Resident Signature

Ahmed Naguib

Resident (Print Name)

Sandra Fernandez de Villavicencio-Franner

Resident Signature

Sandra Fernandez de Villavicencio

Resident (Print Name)

Resident Signature

Resident (Print Name)

Dany Abouelkhier

Resident Signature

Dany Abouelkhier

Resident (Print Name)

Resident Signature

Resident (Print Name)

Resident Signature

Resident (Print Name)

REVISED 6.2019



**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.

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 management 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,

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, mollys 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 ☒ 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.

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.

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, Tchiomy Terrier, Chomyi), 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

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: _____
Resident Initials: W M

Number purchased: _____
Staff Initials: MB

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.

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) 1 Unassigned

Monthly rent for parking space \$ 75.00

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: VW Model: Mini Copper S State: MA Year: 2017

Tag Number: 1SWM86 Color: Grey Permit Number: _____

Vehicle 2. Make: _____ Model: _____ State: _____ Year: _____

Tag Number: _____ Color: _____ 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): 1
Monthly rent for storage unit(s): \$ 40.00
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: Delaney Bennett
Name: _____
Date: 04/04/2023

RESIDENT(S)
Ahmed Alkhatib
Date: 03/20/2023

Denay Alkhatib
Date: 03/20/2023

Sandra Fernandez de Villavicencio Frommer
Date: 03/20/2023

Date: _____

Date: _____

Date: _____

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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RECREATIONAL MARIJUANA ADDENDUM TO LEASE - MASSACHUSETTS

This Addendum to the Lease dated 03/17/2023 by and between Ahmed Naquib, Dany Abouelkhier, Sandra Fernandez de Villavicencio Frommer, 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.

- **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 Maribel Marina Bay
By: BOZZUTO MANAGEMENT COMPANY

By: Danielle Bennett

RESIDENT(S)

Ahmed Naquib

Name: Ahmed Naquib

Date: 03/20/2023

Dany Abouelkhier

Name: Dany Abouelkhier

Date: 03/20/2023



NO-SMOKING ADDENDUM

Date: March 17, 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. 5339 550 Victory
Road
(street address) in
Quincy
(city), Massachusetts, 02171 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: March 17, 2023
Owner's name: Marina Bay Residences, LLC

Residents (list all residents):

Ahmed Naqib, Dany Abouelkhir, Sandra
Fernandez de Villavicencio Frommer

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 here/in), 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 Maribel 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.

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)

Alfred H. Smith

Debra A. Smith

Sandra Fernandez de Villavicencio-Fernandez

Owner or Owner's Representative
(Sign here)

Delaney Barnett



WATER/SEWER USAGE ADDENDUM



This Water/Sewer Usage Addendum is dated and effective as March 17, 2023
(date of the Lease) to which this addendum is attached and made a part thereof (the "Lease") and is made by and between
Ahmed Naqib, Dany Abouelkhir, Sandra Fernandez de Villavicencio Frommer

("Tenant") and the "Landlord" named in said Lease for apartment # 9339. 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:

Conservance

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 Ahmed Naqib
Resident Signature Dany Abouelkhir
Resident Signature Sandra Fernandez de Villavicencio Frommer
Resident Signature _____
Resident Signature _____
Resident Signature _____
Management Dilany Bonetti

Date 03/20/2023
Date 03/20/2023
Date 03/20/2023
Date _____
Date _____
Date _____
Date 04/04/2023



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. 9339 550 Victory
Road (street address) in
Quincy
(city), Massachusetts, 02171 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: March 17, 2023
Owner's name: Marina Bay Residences, LLC

Residents (list all residents):

Ahmed Majid, Dany Abouelkhier, Sandra
Fernandez de Villavicencio Frommer

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: _____

***Additional restrictions based on breed**

1. 2019年12月31日，甲公司“应收账款”科目借方余额为1000万元，其中：A公司应收账款余额为500万元，B公司应收账款余额为300万元，C公司应收账款余额为200万元。甲公司坏账准备的计提政策如下：(1)对应收账款计提坏账准备，计提比例为5%；(2)对应收票据计提坏账准备，计提比例为1%；(3)对预付账款计提坏账准备，计提比例为10%。2020年1月1日，甲公司坏账准备的余额为50万元。2020年1月10日，甲公司收到A公司支付的应收账款500万元。2020年1月20日，甲公司收到B公司支付的应收账款300万元。2020年1月30日，甲公司收到C公司支付的应收账款200万元。2020年1月31日，甲公司坏账准备的余额为多少？

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

- 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 must 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.

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.

13. LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC.

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.

© 2022, National Apartment Association, Inc. - 9/2022, Massachusetts

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)

Alfred [Signature]
Daisy [Signature]
Sandra Fernandez de Villavicencio Farmer

Owner or Owner's Representative
(Signs below)

Daisy Barnett
Date of Signing Addendum
04/04/2023

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 March 17, 2023 between Marina Bay Residences, LLC

("We/Us") and Ahmed Naqib, Dany Abouelkhier, Sandra Fernandez de Villavicencio Froumer

("You") for apartment number 9339 ("Premises") located at 550 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:

- Consistently late rent payment history;
- 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;
- 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;
- 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
- 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: Ahmed Naqib
Resident Signature: Dany Abouelkhier
Resident Signature: Sandra Fernandez de Villavicencio Froumer
Resident Signature: _____
Resident Signature: _____
Resident Signature: _____
Management: Deloris Barrett

Date: 03/20/2023
Date: 03/20/2023
Date: 03/20/2023
Date: _____
Date: _____
Date: _____
Date: 04/04/2023



SOCIAL GATHERINGS/ALCOHOL ADDENDUM

This Addendum to the Lease dated 03/17/2023 by and between Marina Bay Residences, LLC by its agent, Bozzuto Management Company (the "Landlord"), and Ahmed Naquib, Dany Abouelkhier, Sandra Fernandez de Villavicencio Frommer ("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

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: Delaney Barrett

RESIDENT(S)

Ahmed Naguib

Name: Ahmed Naguib

Date: 03/20/2023

Dany Abouelkhier

Name: Dany Abouelkhier

Date: 03/20/2023

Sandra Fernandez de Villavicencio Fromier

Name: Sandra Fernandez de Villavicencio

Date: 03/20/2023



VALET TRASH AND RECYCLING ADDENDUM -- All States

This Valet Trash and Recycling Addendum to the Lease dated 03/17/2023 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 Ahmed Naguib, Dany Abouelkhier, Sandra
Fernandez de Villavicencio Frommer

("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: Delaney Barrett

Name: _____

Date: 04/04/2023

RESIDENT(S):

Date: 03/20/2023

Dany Abouelkhier

Date: 03/20/2023

Sandra Fernandez de Villavicencio Frommer

Date: 03/20/2023

Alfred M. Smith

Date: _____

Date: _____

Date: _____

11.14.2018

Page 2 of 2

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



1. DWELLING UNIT DESCRIPTION.

Unit No. 8339 550 Victory
Road (street address) in
Quincy
(city), Massachusetts, 02171 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: March 17, 2023
Owner's name: Marina Bay Residences, LLC

Residents (list all residents):

Ahmed Naguib, Dany Abouelkhir, Sandra
Fernandez de Villavicencio Frommer

The term of this Addendum is as follows:

Begins on December 1st 2022 and
ending on May 31st 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) 1 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, barbecue, 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.

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)

Ahmed Nassir

Dany Amelkhor

Sandra Fernandes de Villavicencio Fomares

Owner or Owner's Representative
(signs here)

Dilany Bennett

Date of Lease Contract

March 17, 2023



SUSTAINABLE LIVING ADDENDUM



1. DWELLING UNIT DESCRIPTION.

Unit No. 8339 550 Victory
Road _____
_____ (street address) in
Quincy
(city), Massachusetts, 02171 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: March 17, 2023
Owner's name: Marina Bay Residences, LLC

Residents (list all residents - leaseholders and occupants):

Ahmed Maguib, Dany Abouelkhier, Sandra
Fernandez de Villavicencio Frommer

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.

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)

Alexis Aguila
Dany Amelkian
Sandra Fernandez de Villavicencio Farmer

Owner or Owner's Representative
(signs below)

Delaney Barnett

Date of Signing Addendum

04/04/2023





**ADDENDUM OF SPECIAL PROVISIONS
TO MASSACHUSETTS LEASE**

This Addendum to the Lease dated 03/17/2023 by and between insert Marina Bay Residences, LLC ("Owner"),
by its agent Bozzuto Management Company ("Agent") and Ahmed Nagaib, Dany Abouelkhier, Sandra Fernandez de Villavicencio Frommer

("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.

Addendum of Special Provisions - Massachusetts

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.

Addendum of Special Provisions - Massachusetts

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):

Alfred Nguib
Signature

Diana Bonetobian
Signature

Sandra Fernandez de Villavicencio Frommer
Signature

Signature

Signature

Signature

03/20/2023
Date

OWNER

Dubney Barrett
Signature

Printed Name

04/04/2023
Date



E-SIGNATURE CERTIFICATE

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



DOCUMENT INFORMATION

Status Signed
Document ID 363864115
Submitted 04/04/23
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

Ahmed Naguib

signer key: dcc1a2dde554ad8d6f635450437c80af

IP address: 104.28.55.112

signing method: Blue Moon eSignature Services

authentication method: eSignature by email ahmednaguib2005@yahoo.com

browser: Mozilla/5.0 (iPhone; CPU iPhone OS 16_2 like Mac OS X) AppleWebKit/605.1.15 (KHTML, like Gecko) Version/16.2 Mobile/15E148 Safari/604.1

Ahmed Naguib

Dany Abouelkhlér

signer key: afb2dd7bf90abee7072c9525f23eb045

IP address: 104.28.39.33

signing method: Blue Moon eSignature Services

authentication method: eSignature by email danyabouelkhlér@gmail.com

browser: Mozilla/5.0 (iPhone; CPU iPhone OS 16_1_2 like Mac OS X) AppleWebKit/605.1.15 (KHTML, like Gecko) Version/16.1 Mobile/15E148 Safari/604.1

Dany Abouelkhlér

Sandra Fernandez de Villavicencio Frommer

signer key: 9bafc29c6cf91c2770d83f67aab6cfe

IP address: 172.58.222.168

signing method: Blue Moon eSignature Services

authentication method: eSignature by email sandreva14@yahoo.com

browser: Mozilla/5.0 (iPhone; CPU iPhone OS 16_1_1 like Mac OS X) AppleWebKit/605.1.15 (KHTML, like Gecko) Version/16.1 Mobile/15E148 Safari/604.1

Sandra Fernandez de Villavicencio Frommer

Delaney Barrett

signer key: e39b48b9946ec860268cf16d2f4972ca

IP address: 10.100.10.43

signing method: Blue Moon eSignature Services

authentication method: eSignature by email Delaney.Barrett@bozzuto.com

browser: PHP 7.3.29/SOAP

Delaney Barrett

(General Manager)

DOCUMENT AUDIT

1	03/20/23 04:55:11 PM CDT	Ahmed Naguib accepted Consumer Disclosure
2	03/20/23 04:56:01 PM CDT	Ahmed Naguib signed Apartment Lease Form
3	03/20/23 04:56:13 PM CDT	Ahmed Naguib signed All-In-One Utility Addendum
4	03/20/23 04:56:18 PM CDT	Ahmed Naguib dated All-In-One Utility Addendum
5	03/20/23 04:56:35 PM CDT	Ahmed Naguib signed Mold Information and Prevention Addendum
6	03/20/23 04:56:47 PM CDT	Ahmed Naguib signed Bed Bug Addendum
7	03/20/23 04:57:02 PM CDT	Ahmed Naguib signed Short-Term Subletting or Rental Prohibited
8	03/20/23 04:57:26 PM CDT	Ahmed Naguib signed Mixed Use Addendum
9	03/20/23 04:57:39 PM CDT	Ahmed Naguib signed Package Acceptance Addendum
10	03/20/23 04:57:59 PM CDT	Ahmed Naguib signed Photo, Video, and Statement Release Addendum
11	03/20/23 04:58:14 PM CDT	Ahmed Naguib signed Bozzuto Insurance Addendum 2019
12	03/20/23 04:59:01 PM CDT	Ahmed Naguib signed Massachusetts Community Policies
13	03/20/23 04:59:12 PM CDT	Ahmed Naguib dated Massachusetts Community Policies
14	03/20/23 05:01:00 PM CDT	Ahmed Naguib initialed Massachusetts Community Policies
15	03/20/23 05:01:34 PM CDT	Ahmed Naguib signed Massachusetts Recreational Marijuana Addendum
16	03/20/23 05:01:44 PM CDT	Ahmed Naguib dated Massachusetts Recreational Marijuana Addendum
17	03/20/23 05:02:03 PM CDT	Ahmed Naguib signed No-Smoking Addendum
18	03/20/23 05:02:15 PM CDT	Ahmed Naguib signed Water/Sewer Usage Addendum
19	03/20/23 05:02:21 PM CDT	Ahmed Naguib dated Water/Sewer Usage Addendum
20	03/20/23 05:02:38 PM CDT	Ahmed Naguib signed Animal Addendum
21	03/20/23 05:02:55 PM CDT	Ahmed Naguib signed Lease Renewal/Extension Non-Waiver of Rights Addendum
22	03/20/23 05:03:04 PM CDT	Ahmed Naguib dated Lease Renewal/Extension Non-Waiver of Rights Addendum
23	03/20/23 05:03:20 PM CDT	Ahmed Naguib signed All States - Social Gatherings/Alcohol Addendum
24	03/20/23 05:03:29 PM CDT	Ahmed Naguib dated All States - Social Gatherings/Alcohol Addendum
25	03/20/23 05:03:41 PM CDT	Ahmed Naguib dated All States - Valet Trash Pick-up Addendum
26	03/20/23 05:03:46 PM CDT	Ahmed Naguib signed All States - Valet Trash Pick-up Addendum
27	03/20/23 05:04:02 PM CDT	Ahmed Naguib signed Enclosed Garage Addendum
28	03/20/23 05:04:14 PM CDT	Ahmed Naguib signed Sustainable Living Addendum
29	03/20/23 05:04:30 PM CDT	Ahmed Naguib signed Massachusetts - Special Provisions 2
30	03/20/23 05:04:38 PM CDT	Ahmed Naguib dated Massachusetts - Special Provisions 2
31	03/20/23 05:04:48 PM CDT	Ahmed Naguib submitted signed documents
32	03/20/23 11:11:44 AM CDT	Dany Abouelkhir accepted Consumer Disclosure
33	03/20/23 11:12:17 AM CDT	Dany Abouelkhir signed Apartment Lease Form
34	03/20/23 11:12:31 AM CDT	Dany Abouelkhir signed All-In-One Utility Addendum
35	03/20/23 11:12:34 AM CDT	Dany Abouelkhir dated All-In-One Utility Addendum
36	03/20/23 11:12:44 AM CDT	Dany Abouelkhir signed Mold Information and Prevention Addendum
37	03/20/23 11:12:57 AM CDT	Dany Abouelkhir signed Bed Bug Addendum
38	03/20/23 11:13:06 AM CDT	Dany Abouelkhir signed Short-Term Subletting or Rental Prohibited
39	03/20/23 11:13:16 AM CDT	Dany Abouelkhir signed Mixed Use Addendum
40	03/20/23 11:13:31 AM CDT	Dany Abouelkhir signed Package Acceptance Addendum
41	03/20/23 11:13:39 AM CDT	Dany Abouelkhir signed Photo, Video, and Statement Release Addendum
42	03/20/23 11:13:49 AM CDT	Dany Abouelkhir signed Bozzuto Insurance Addendum 2019
43	03/20/23 11:14:08 AM CDT	Dany Abouelkhir initialed Massachusetts Community Policies
44	03/20/23 11:14:41 AM CDT	Dany Abouelkhir dated Massachusetts Community Policies
45	03/20/23 11:14:44 AM CDT	Dany Abouelkhir signed Massachusetts Community Policies
46	03/20/23 11:16:23 AM CDT	Dany Abouelkhir signed Massachusetts Recreational Marijuana Addendum

DOCUMENT AUDIT CONTINUED

47	03/20/23 11:16:28 AM CDT	Dany Abouelkhir dated Massachusetts Recreational Marijuana Addendum
48	03/20/23 11:16:42 AM CDT	Dany Abouelkhir signed No-Smoking Addendum
49	03/20/23 11:17:00 AM CDT	Dany Abouelkhir signed Water/Sewer Usage Addendum
50	03/20/23 11:17:10 AM CDT	Dany Abouelkhir dated Water/Sewer Usage Addendum
51	03/20/23 11:17:20 AM CDT	Dany Abouelkhir signed Animal Addendum
52	03/20/23 11:17:46 AM CDT	Dany Abouelkhir signed Lease Renewal/Extension Non-Waiver of Rights Addendum
53	03/20/23 11:19:12 AM CDT	Dany Abouelkhir dated Lease Renewal/Extension Non-Waiver of Rights Addendum
54	03/20/23 11:20:06 AM CDT	Dany Abouelkhir signed All States - Social Gatherings/Alcohol Addendum
55	03/20/23 11:20:10 AM CDT	Dany Abouelkhir dated All States - Social Gatherings/Alcohol Addendum
56	03/20/23 11:20:28 AM CDT	Dany Abouelkhir signed All States - Valet Trash Pick-up Addendum
57	03/20/23 11:20:31 AM CDT	Dany Abouelkhir dated All States - Valet Trash Pick-up Addendum
58	03/20/23 11:21:23 AM CDT	Dany Abouelkhir signed Enclosed Garage Addendum
59	03/20/23 11:23:02 AM CDT	Dany Abouelkhir signed Sustainable Living Addendum
60	03/20/23 11:26:19 AM CDT	Dany Abouelkhir signed Massachusetts - Special Provisions 2
61	03/20/23 11:42:10 AM CDT	Dany Abouelkhir submitted signed documents
62	03/20/23 11:11:41 AM CDT	Sandra Fernandez de Villavicencio Frommer accepted Consumer Disclosure
63	03/20/23 11:13:51 AM CDT	Sandra Fernandez de Villavicencio Frommer signed Apartment Lease Form
64	03/20/23 11:14:17 AM CDT	Sandra Fernandez de Villavicencio Frommer signed All-In-One Utility Addendum
65	03/20/23 11:14:25 AM CDT	Sandra Fernandez de Villavicencio Frommer dated All-In-One Utility Addendum
66	03/20/23 11:14:39 AM CDT	Sandra Fernandez de Villavicencio Frommer signed Mold Information and Prevention Addendum
67	03/20/23 11:15:22 AM CDT	Sandra Fernandez de Villavicencio Frommer signed Bed Bug Addendum
68	03/20/23 11:15:50 AM CDT	Sandra Fernandez de Villavicencio Frommer signed Short-Term Subletting or Rental Prohibited
69	03/20/23 11:16:03 AM CDT	Sandra Fernandez de Villavicencio Frommer signed Mixed Use Addendum
70	03/20/23 11:16:16 AM CDT	Sandra Fernandez de Villavicencio Frommer signed Package Acceptance Addendum
71	03/20/23 11:16:27 AM CDT	Sandra Fernandez de Villavicencio Frommer signed Photo, Video, and Statement Release Addendum
72	03/20/23 11:16:44 AM CDT	Sandra Fernandez de Villavicencio Frommer signed Bozzuto Insurance Addendum 2019
73	03/20/23 11:23:26 AM CDT	Sandra Fernandez de Villavicencio Frommer initialed Massachusetts Community Policies
74	03/20/23 11:24:45 AM CDT	Sandra Fernandez de Villavicencio Frommer signed Massachusetts Community Policies
75	03/20/23 11:24:51 AM CDT	Sandra Fernandez de Villavicencio Frommer dated Massachusetts Community Policies
76	03/20/23 11:25:24 AM CDT	Sandra Fernandez de Villavicencio Frommer signed Massachusetts Recreational Marijuana Addendum
77	03/20/23 11:25:42 AM CDT	Sandra Fernandez de Villavicencio Frommer signed No-Smoking Addendum
78	03/20/23 11:25:58 AM CDT	Sandra Fernandez de Villavicencio Frommer signed Water/Sewer Usage Addendum
79	03/20/23 11:26:00 AM CDT	Sandra Fernandez de Villavicencio Frommer dated Water/Sewer Usage Addendum
80	03/20/23 11:26:19 AM CDT	Sandra Fernandez de Villavicencio Frommer signed Animal Addendum
81	03/20/23 11:27:18 AM CDT	Sandra Fernandez de Villavicencio Frommer dated Lease Renewal/Extension Non-Waiver of Rights Addendum
82	03/20/23 11:27:24 AM CDT	Sandra Fernandez de Villavicencio Frommer signed Lease Renewal/Extension Non-Waiver of Rights Addendum
83	03/20/23 11:29:00 AM CDT	Sandra Fernandez de Villavicencio Frommer signed All States - Social Gatherings/Alcohol Addendum
84	03/20/23 11:29:04 AM CDT	Sandra Fernandez de Villavicencio Frommer dated All States - Social Gatherings/Alcohol Addendum
85	03/20/23 11:29:15 AM CDT	Sandra Fernandez de Villavicencio Frommer signed All States - Valet Trash Pick-up Addendum
86	03/20/23 11:29:17 AM CDT	Sandra Fernandez de Villavicencio Frommer dated All States - Valet Trash Pick-up Addendum
87	03/20/23 11:30:51 AM CDT	Sandra Fernandez de Villavicencio Frommer signed Enclosed Garage Addendum
88	03/20/23 11:31:13 AM CDT	Sandra Fernandez de Villavicencio Frommer signed Sustainable Living Addendum
89	03/20/23 11:33:47 AM CDT	Sandra Fernandez de Villavicencio Frommer signed Massachusetts - Special Provisions 2
90	03/20/23 11:33:57 AM CDT	Sandra Fernandez de Villavicencio Frommer submitted signed documents
91	04/04/23 08:56:08 AM CDT	Delaney Barrett signed Apartment Lease Form
92	04/04/23 08:56:08 AM CDT	Delaney Barrett signed All-In-One Utility Addendum
93	04/04/23 08:56:08 AM CDT	Delaney Barrett dated All-In-One Utility Addendum

DOCUMENT AUDIT CONTINUED

94	04/04/23 08:56:08 AM CDT	Delaney Barrett signed Mold Information and Prevention Addendum
95	04/04/23 08:56:08 AM CDT	Delaney Barrett signed Bed Bug Addendum
96	04/04/23 08:56:08 AM CDT	Delaney Barrett dated Bed Bug Addendum
97	04/04/23 08:56:08 AM CDT	Delaney Barrett signed Short-Term Subletting or Rental Prohibited
98	04/04/23 08:56:08 AM CDT	Delaney Barrett dated Short-Term Subletting or Rental Prohibited
99	04/04/23 08:56:08 AM CDT	Delaney Barrett signed Mixed Use Addendum
100	04/04/23 08:56:08 AM CDT	Delaney Barrett dated Mixed Use Addendum
101	04/04/23 08:56:08 AM CDT	Delaney Barrett signed Package Acceptance Addendum
102	04/04/23 08:56:08 AM CDT	Delaney Barrett dated Package Acceptance Addendum
103	04/04/23 08:56:08 AM CDT	Delaney Barrett signed Photo, Video, and Statement Release Addendum
104	04/04/23 08:56:08 AM CDT	Delaney Barrett dated Photo, Video, and Statement Release Addendum
105	04/04/23 08:56:08 AM CDT	Delaney Barrett signed Bozzuto Insurance Addendum 2019
106	04/04/23 08:56:08 AM CDT	Delaney Barrett initialed Massachusetts Community Policies
107	04/04/23 08:56:08 AM CDT	Delaney Barrett signed Massachusetts Community Policies
108	04/04/23 08:56:08 AM CDT	Delaney Barrett dated Massachusetts Community Policies
109	04/04/23 08:56:08 AM CDT	Delaney Barrett signed Massachusetts Recreational Marijuana Addendum
110	04/04/23 08:56:08 AM CDT	Delaney Barrett signed No-Smoking Addendum
111	04/04/23 08:56:08 AM CDT	Delaney Barrett signed Water/Sewer Usage Addendum
112	04/04/23 08:56:08 AM CDT	Delaney Barrett dated Water/Sewer Usage Addendum
113	04/04/23 08:56:08 AM CDT	Delaney Barrett signed Animal Addendum
114	04/04/23 08:56:08 AM CDT	Delaney Barrett dated Animal Addendum
115	04/04/23 08:56:08 AM CDT	Delaney Barrett signed Lease Renewal/Extension Non-Waiver of Rights Addendum
116	04/04/23 08:56:08 AM CDT	Delaney Barrett dated Lease Renewal/Extension Non-Waiver of Rights Addendum
117	04/04/23 08:56:08 AM CDT	Delaney Barrett signed All States - Social Gatherings/Alcohol Addendum
118	04/04/23 08:56:08 AM CDT	Delaney Barrett signed All States - Valet Trash Pick-up Addendum
119	04/04/23 08:56:08 AM CDT	Delaney Barrett dated All States - Valet Trash Pick-up Addendum
120	04/04/23 08:56:08 AM CDT	Delaney Barrett signed Enclosed Garage Addendum
121	04/04/23 08:56:08 AM CDT	Delaney Barrett signed Sustainable Living Addendum
122	04/04/23 08:56:08 AM CDT	Delaney Barrett dated Sustainable Living Addendum
123	04/04/23 08:56:08 AM CDT	Delaney Barrett signed Massachusetts - Special Provisions 2
124	04/04/23 08:56:08 AM CDT	Delaney Barrett dated Massachusetts - Special Provisions 2
125	04/04/23 08:56:08 AM CDT	Delaney Barrett submitted signed documents

EXHIBIT B

04/24/2024

**Via First Class Mail &
Hand Delivery**

Ahmed Naguib
Dany Abouelkhier
Sandra Fernandez De Villanicensio Frommer
550 Victory Road Apt #S339
Quincy, MA 02171

RE: Notice of Non-Renewal

Dear Dany Abouelkhier, Sandra Fernandez De Villanicensio Frommer & Ahmed Naguib:

This notice is intended to timely advise you that your landlord, Marina Bay Residences LLC, does not intend to renew your tenancy and you are therefore required to **QUIT and DELIVER UP** the premises now held by you located at 550 Victory Rd, Apt S339 Quincy, MA 02171, at the conclusion of your lease term, being **05/31/2024**.

There have been no prior offers to renew your tenancy.

The reason(s) for non-renewal of your lease/tenancy include, but are not necessarily limited to:

- chronic late and/or general non-payment of rent;
- failure to come to a reasonable escrow agreement for purported *withheld* rent, despite your continued and uninterrupted occupancy/use of the apartment home;
- failures to reasonably cooperate with efforts to address issues you have raised regarding your occupancy/use of the apartment home; and
- failures to provide reasonable access to the apartment home for maintenance and/or repair purposes.

**HEREOF FAIL NOT OR WE SHALL EMPLOY DUE COURSE OF LAW TO
EJECT YOU FROM SAME.**

In reliance on this Notice of Non-Renewal, your landlord will be seeking to lease the apartment home you currently occupy to other tenants starting as soon as practicable after your lease term ends on 5/31/2024.

Accordingly, please contact the management office on or before **05/1/2024** to confirm that you will be vacating and surrendering the premises upon the conclusion of your lease term on 05/31/2024.

Ahmed Naguib
Dany Abouelkhier
Sandra Fernandez De Villanencio Frommer
04/24/2024
Page 2

Should you fail to contact the management office by the above date (i.e., by 05/01/2024) and provide written notice to confirm that you will be vacating, we will assume that you are refusing to vacate and may proceed accordingly with an action pursuant to M.G.L c. 239 s.1A.

Please note that this Notice of Non-Renewal shall not waive any prior action against you, nor any previously served non-renewal notice and/or notice to quit. Please also note that any payments received for any period after the expiration of your tenancy shall be accepted for use and occupancy only and shall not create any new tenancy (or otherwise extend your current lease/tenancy).

Please contact the management office with any questions regarding this notice.

Very truly yours,

Leah Cataldo

Leah Cataldo
Regional Portfolio Manager

Digitally signed by Leah
Cataldo
Date: 2024.04.24
13:38:52 -04'00'

cc: AMPS Law PC



ALL STATE CONSTABLES, INC.

7 Cabot Place, Suite 3

Stoughton, MA 02072

(781) 344-0411 (Telephone)

Adam@allstateconstables.com (Email)

www.allstateconstables.com (Web)

Marina Bay Residences, LLC v. Ahmed Naguib, Dany Abouelhkier, and Sandra Fernandez De Villanicensio Frommer

RETURN OF SERVICE

I did this date, April 25, 2024; serve a true attested copy of the following:

- Notice of Non-Renewal

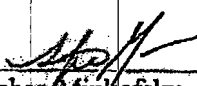
by leaving at the last and usual place of residence; said service was made to each party, Ahmed Naguib, Dany Abouelhkier, and Sandra Fernandez De Villanicensio Frommer at:

550 Victory Road, Apt. S339
Quincy, MA 02171

and on the same date, I did mail via first class mail a second true attested copy to:

Ahmed Naguib, Dany Abouelhkier, and Sandra Fernandez De Villanicensio
Frommer
550 Victory Road, Apt. S339
Quincy, MA 02171

Signed under the pains and penalties of perjury this 25th day of April, 2024



Stephen Minkofsky,
Constable/Disinterested Person

EXHIBIT C

COMMONWEALTH OF MASSACHUSETTS
TRIAL COURT

PLYMOUTH, SS.

HOUSING COURT DEPARTMENT
METRO SOUTH DIVISION

DOCKET # 24 SP 1628

Marina Bay Residences LLC

Plaintiff

v.

Nagib, Abouelkher, + Fernandez De Villanueva Frimier

Defendant

AGREEMENT

IT IS HEREBY AGREED BETWEEN THE ABOVE NAMED PARTIES THE FOLLOWING:

- ① Defendants shall vacate the subject premises by no later than 10/15/2024, leaving same broom clean (reasonable wear and tear excepted), free of personal property and ~~residents~~, with keys left on kitchen counter. Any items remaining may be discarded by Plaintiff. While no rent/use and occupancy due through 10/15/2024, claim for same not waived as per P.2 below.
- ② Neither party waives any rights or claims related to the lease, or any other matter/claim including, but not limited to claims in the Norfolk Superior Court between the parties. This Agreement solely deals with possession. Parties do waive stays of judgment and execution for possession as provided herein.
- ③ If Defendants fail to vacate by 10/15/2024, Judgment for possession only shall enter 10/16/2024 and Plaintiff shall be entitled to an execution for possession.
- ④ Ahmed Nagib + Dany Abouelkher defaulted, but no action will be taken and case to similarly be dismissed with only possession judgment on 10/16/2024 if parties fail to vacate as agreed. Parties signing this agreement confirm Ahmed Nagib will also vacate as ~~also~~ agreed herein. Default as to Dany Abouelkher and Ahmed Nagib is vacated.

DOCKET # 24 ST 1828

- ⑤ Upon vacating compliance, case is dismissed.
- ⑥ This Agreement shall not constitute an admission of wrongdoing or finding of any fault.

THE ABOVE IS AN AGREEMENT WHICH PLACES THE PARTIES UNDER THE RESTRAINT OR A DIRECT ORDER OF THE COURT, THAT THEY DO OR REFRAIN FROM DOING THE PARTICULAR ACTS STATED HEREIN. ANY VIOLATION OF THIS AGREEMENT CAN RESULT IN CONTEMPT, AS THE DOCUMENT IN QUESTION IS INTENDED TO OPERATE AS AN INJUNCTION.

I UNDERSTAND THAT I DO NOT HAVE TO SIGN THIS AGREEMENT, AND THAT I HAVE THE RIGHT TO GO IN FRONT OF A JUDGE FOR A DECISION IN THIS CASE. I ACKNOWLEDGE THAT I AM SIGNING THE AGREEMENT VOLUNTARILY. I UNDERSTAND THE TERMS OF THE AGREEMENT, AND I AGREE THAT THE TERMS ARE FAIR AND REASONABLE. I ALSO ACKNOWLEDGE THAT I HAVE HAD THE OPPORTUNITY TO ASK QUESTIONS AND TO DISCUSS THE TERMS OF THE AGREEMENT WITH A HOUSING SPECIALIST.

Plaintiff(s) Initials X BVA Defendant(s) Initials X /s/ AH
ONCE APPROVED BY A JUDGE, THIS AGREEMENT BECOMES A COURT ORDER AND ALL PARTIES ARE LEGALLY REQUIRED TO FOLLOW IT.
(If questions arise, please consult the Housing Specialist at 508-897-1900)

Signed and dated by Plaintiff
Phone #:

Plaintiff's Attorney Ted Papadopoulos
BBO# 671506

SO ORDERED:

First Justice/Associate Justice

8/6/2024

Signed and dated by Defendant's
Phone #:

/s/ Ahmed Naguib
Defendant Ahmed Naguib
8/6/2024 via telephone

Housing Specialist and date

8/6/2024

Interpreted in:

Name:



HOUSING COURT
DEPARTMENT

ADDENDUM TO DISPUTE RESOLUTION

HOUSING COURT DIVISION

DOCKET NUMBER

METRO SOUTH HOUSING COURT

24SP1628

REVIEW OF AGREEMENTS

The attached agreement, dated 8/6/2024, was filed and was not prepared with the assistance of a Housing Specialist. Upon filing, it has been reviewed by a Housing Specialist or Clerk on 8/6/2024.

After review, the following affirmation and acknowledgment by the parties is included in the attached agreement and incorporated therein:

I UNDERSTAND THAT I DO NOT HAVE TO SIGN THIS AGREEMENT, AND THAT I HAVE THE RIGHT TO GO IN FRONT OF A JUDGE FOR A DECISION IN THIS CASE. I ACKNOWLEDGE THAT I AM SIGNING THE AGREEMENT VOLUNTARILY. I UNDERSTAND THE TERMS OF THE AGREEMENT, AND I AGREE THAT THE TERMS ARE FAIR AND REASONABLE.

Initial(s) of self-represented party(ies):

Plaintiff(s):

(eSigned with approval, HSD or Clerk)

Defendant(s):

(eSigned with approval, HSD or Clerk)

☒ The ☒ plaintiff(s) ☐ defendant(s) was/were represented by counsel at the time of this agreement.

☐ The parties were represented by counsel at the time of this agreement.

Endorsed by HSD or Clerk: KM

EXHIBIT D

Resident Ledger



Date: 10/31/2024

Code	t1969669	Property	00000759	Lease From	12/01/2022
Name	Ahmed Naguib	Unit	5339	Lease To	05/31/2024
Address	550 Victory Road #339	Status	Past	Move In	05/31/2018
		Rent	3495.00	Move Out	10/15/2024
City	Quincy, MA 02171	Phone (H)	(617) 909-7799	Phone (W)	(617) 806-6566

Date	Chg Code	Description	Charge	Payment	Balance	Chg/Rec
05/11/2018	holdfee	Holding Fee (Dany Abouelkhier)	500.00		500.00	21096738
05/11/2018		chk# 25861279 Credit Card On-Line Payment; Web - Online Leasing		500.00	0.00	12404983
05/31/2018	holdfee	Hold Fee	(500.00)		(500.00)	21131519
05/31/2018	conc	Concession	(3,206.00)		(3,706.00)	21131520
05/31/2018	rent	Rent for 1 days	103.42		(3,602.58)	21131521
06/01/2018	rent	Rent-Current Acct Period ONLY (06/2018)	3,206.00		(396.58)	21216602
07/01/2018	rent	Rent-Current Acct Period ONLY (07/2018)	3,206.00		2,809.42	21537788
07/01/2018	ocisew	Utility - Sewer - 05/31/18-06/01/18	7.46		2,816.88	21645328
07/01/2018	ociwat	Utility - Water - 05/31/18-06/01/18	3.46		2,820.34	21645504
07/05/2018		chk# 1647280 EFT 7/5/2018		2,820.34	0.00	12663222
08/01/2018	rent	Rent-Current Acct Period ONLY (08/2018)	3,206.00		3,206.00	21864241
08/01/2018	ocisew	Utility - Sewer - 06/01/18-07/01/18	186.50		3,392.50	22039258
08/01/2018	ociwat	Utility - Water - 06/01/18-07/01/18	86.50		3,479.00	22039259
08/07/2018	nsffee	Returned check charge	75.00		3,554.00	22073063
08/07/2018		chk# 1707683 EFT 8/7/2018 NSFed by ctrl# 12860494 EFT 8/7/2018		3,206.00	348.00	12844177
08/07/2018		chk# 1707683 NSF receipt Ctrl# 12844177		(3,206.00)	3,554.00	12860494
08/09/2018	ocisew	Utility - Sewer	(186.50)		3,367.50	22066365
08/09/2018	ociwat	Utility - Water	(86.50)		3,281.00	22066370
08/09/2018	ociwat	Utility - Water	(86.50)		3,194.50	22066383
08/20/2018		chk# 315388293 :CHECKscan Payment		3,281.00	(86.50)	12873235
09/01/2018	rent	Rent-Current Acct Period ONLY (09/2018)	3,206.00		3,119.50	22195246
09/01/2018	ocisew	Utility - Sewer - 07/01/18-08/01/18	34.40		3,153.90	22327390
09/01/2018	ociwat	Utility - Water - 07/01/18-08/01/18	16.11		3,170.01	22327392
09/15/2018		chk# 1763665 EFT 9/15/2018		3,206.00	(35.99)	13022756
10/01/2018	rent	Rent-Current Acct Period ONLY (10/2018)	3,206.00		3,170.01	22514541
10/01/2018	ocisew	Utility - Sewer - 08/01/18-09/01/18	34.95		3,204.96	22704324
10/01/2018	ociwat	Utility - Water - 08/01/18-09/01/18	16.37		3,221.33	22704326
10/12/2018	nsffee	Returned check charge	75.00		3,296.33	22745690
10/12/2018		chk# 1810920 EFT 10/12/2018 NSFed by ctrl# 13176331 EFT 10/12/2018		3,221.33	75.00	13166554
10/12/2018		chk# 1810920 NSF receipt Ctrl# 13166554		(3,221.33)	3,296.33	13176331
10/18/2018		chk# 1812785 CC 10/18/2018		3,206.00	90.33	13174858
10/18/2018		chk# 0209 :CHECKscan Payment		75.00	15.33	13176389
11/01/2018	rent	Rent-Current Acct Period ONLY (11/2018)	3,206.00		3,221.33	22843864
11/01/2018	ocisew	Utility - Sewer - 09/01/18-10/01/18	38.63		3,259.96	22988506
11/01/2018	ociwat	Utility - Water - 09/01/18-10/01/18	18.09		3,278.05	22988507
11/13/2018	club	Bay Room Reservation	75.00		3,353.05	23066985
11/14/2018		chk# 1859224 EFT 11/14/2018		3,278.05	75.00	13315680
12/01/2018	rent	Rent-Current Acct Period ONLY (12/2018)	3,206.00		3,281.00	23165548
12/01/2018	ocisew	Utility - Sewer - 10/01/18-11/01/18	38.44		3,319.44	23310950
12/01/2018	ociwat	Utility - Water - 10/01/18-11/01/18	18.00		3,337.44	23310953
12/11/2018		chk# 1904512 EFT 12/11/2018		1,237.44	2,100.00	13446831
12/24/2018		chk# 1909844 EFT 12/24/2018		1,600.00	500.00	13466822
12/26/2018		chk# 1910430 EFT 12/26/2018		500.00	0.00	13467925
01/01/2019	rent	Rent-Current Acct Period ONLY (01/2019)	3,206.00		3,206.00	23471915
01/01/2019	ocisew	Utility - Sewer - 11/01/18-12/01/18	35.39		3,241.39	23629599
01/01/2019	ociwat	Utility - Water - 11/01/18-12/01/18	16.58		3,257.97	23629602
01/31/2019		chk# 1964610 EFT 1/31/2019		3,257.97	0.00	13620194

02/01/2019	rent	Rent-Current Acct Period ONLY (02/2019)	3,206.00	3,206.00	23785190
02/01/2019	ocisew	Utility - Sewer - 12/01/18-01/01/19	38.13	3,244.13	23947987
02/01/2019	ociwat	Utility - Water - 12/01/18-01/01/19	17.86	3,261.99	23947988
02/26/2019		chk# 2007525 EFT 2/26/2019		3,261.99	0.00
03/01/2019	rent	Rent-Current Acct Period ONLY (03/2019)	3,206.00	3,206.00	24094165
03/01/2019	ocisew	Utility - Sewer - 01/01/19-02/01/19	36.68	3,242.68	24263658
03/01/2019	ociwat	Utility - Water - 01/01/19-02/01/19	17.18	3,259.86	24263659
03/27/2019		chk# 2054873 EFT 3/27/2019		3,259.86	0.00
04/01/2019	rent	Rent-Current Acct Period ONLY (04/2019)	3,206.00	3,206.00	24410324
04/01/2019	stor	Storage Space Rent (04/2019)	40.00	3,246.00	24410325
04/01/2019	ocisew	Utility - Sewer - 02/01/19-03/01/19	41.16	3,287.16	24577845
04/01/2019	ociwat	Utility - Water - 02/01/19-03/01/19	19.28	3,306.44	24577846
04/28/2019		chk# 2105899 EFT 4/28/2019		3,306.44	0.00
05/01/2019	rent	Rent-Current Acct Period ONLY (05/2019)	3,206.00	3,206.00	24739361
05/01/2019	stor	Storage Space Rent (05/2019)	40.00	3,246.00	24739362
05/01/2019	ocisew	Utility - Sewer - 03/01/19-04/01/19	52.16	3,298.16	24918114
05/01/2019	ociwat	Utility - Water - 03/01/19-04/01/19	24.43	3,322.59	24918115
05/29/2019		chk# 2154713 EFT 5/29/2019		3,322.59	0.00
06/01/2019	rent	Rent-Current Acct Period ONLY (06/2019)	3,206.00	3,206.00	25083776
06/01/2019	stor	Storage Space Rent (06/2019)	40.00	3,246.00	25083777
06/01/2019	ocisew	Utility - Sewer - 04/01/19-05/01/19	31.03	3,277.03	25272373
06/01/2019	ociwat	Utility - Water - 04/01/19-05/01/19	14.53	3,291.56	25272375
06/04/2019		chk# 0307 :CHECKscan Payment		25.00	3,266.56
06/29/2019		chk# :ACH-WEB Online Payment - EFT Payment. Paid by Roommate Dany Abouelkhier (r0188007).		3,266.56	0.00
07/01/2019	rent	Rent-Current Acct Period ONLY (07/2019)	3,206.00	3,206.00	25427488
07/01/2019	stor	Storage Space Rent (07/2019)	40.00	3,246.00	25427489
07/01/2019	ocisew	Utility - Sewer - 05/01/19-06/01/19	42.83	3,288.83	25598484
07/01/2019	ociwat	Utility - Water - 05/01/19-06/01/19	20.06	3,308.89	25598485
07/30/2019		chk# :ACH-WEB Online Payment - EFT Payment. Paid by Roommate Dany Abouelkhier (r0188007).		3,308.89	0.00
08/01/2019	rent	Rent-Current Acct Period ONLY (08/2019)	3,206.00	3,206.00	25787127
08/01/2019	stor	Storage Space Rent (08/2019)	40.00	3,246.00	25787128
08/01/2019	ocisew	Utility - Sewer - 06/01/19-07/01/19	66.25	3,312.25	25957827
08/01/2019	ociwat	Utility - Water - 06/01/19-07/01/19	31.03	3,343.28	25957829
08/26/2019		chk# :ACH-WEB Online Payment - EFT Payment. Paid by Roommate Dany Abouelkhier (r0188007). NSFed by ctrl# 14645037 nsf		3,343.28	0.00
09/01/2019	rent	Rent-Current Acct Period ONLY (09/2019)	3,206.00	3,206.00	26146390
09/01/2019	stor	Storage Space Rent (09/2019)	40.00	3,246.00	26146391
09/01/2019	ocisew	Utility - Sewer - 07/01/19-08/01/19	45.53	3,291.53	26317519
09/01/2019	ociwat	Utility - Water - 07/01/19-08/01/19	21.22	3,312.75	26317520
09/03/2019	nsffee	Returned check charge	75.00	3,387.75	26365919
09/03/2019		chk# :ACH-WEB NSF receipt Ctrl# 14586931 nsf		(3,343.28)	6,731.03
09/03/2019		chk# 49585171 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile Web - Resident Services		3,418.28	3,312.75
09/26/2019		chk# 50599108 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile Web - Resident Services		3,312.75	0.00
10/01/2019	rent	Rent-Current Acct Period ONLY (10/2019)	3,206.00	3,206.00	26494377
10/01/2019	stor	Storage Space Rent (10/2019)	40.00	3,246.00	26494378
10/01/2019	ocisew	Utility - Sewer - 08/01/19-09/01/19	20.76	3,266.76	26676442
10/01/2019	ociwat	Utility - Water - 08/01/19-09/01/19	19.26	3,286.02	26676447
10/01/2019	stor	Storage Space Rent 31 days	40.00	3,326.02	26744485
10/12/2019	stor	Storage Space Rent	(40.00)	3,286.02	26744488
10/25/2019		chk# 52343917 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile Web - Resident Services		3,286.02	0.00
11/01/2019	rent	Rent-Current Acct Period ONLY (11/2019)	3,206.00	3,206.00	26841748
11/01/2019	stor	Storage Space Rent (11/2019)	40.00	3,246.00	26841749
11/01/2019	ocisew	Utility - Sewer - 09/01/19-10/01/19	19.02	3,265.02	27017289
11/01/2019	ociwat	Utility - Water - 09/01/19-10/01/19	17.66	3,282.68	27017292
11/26/2019		chk# 54112794 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile Web - Resident Services		3,282.68	0.00
12/01/2019	rent	Rent-Current Acct Period ONLY (12/2019)	3,281.00	3,281.00	27180063
12/01/2019	stor	Storage Space Rent (12/2019)	40.00	3,321.00	27180064

06/01/2019	ocisew	Utility - Sewer - 10/01/19-11/01/19			24.80		3,345.80	27354128
12/01/2019	ociwat	Utility - Sewer - 10/01/19-11/01/19			23.01		3,368.81	27354130
12/31/2019	latefee	Late Fee Residential, 5% of \$3281.00			164.05		3,532.86	27579691
12/31/2019		chk# 56012751 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile Web - Resident Services				3,368.81	164.05	15066363
01/01/2020	rent	Rent-Current Acct Period ONLY (01/2020)			3,281.00		3,445.05	27513092
01/01/2020	stor	Storage Space Rent (01/2020)			40.00		3,485.05	27513093
01/01/2020	ocisew	Utility - Sewer - 11/01/19-12/01/19			18.06		3,503.11	27677940
01/01/2020	ociwat	Utility - Water - 11/01/19-12/01/19			16.76		3,519.87	27677942
01/03/2020	keys	New Mail Key (WS)			10.00		3,529.87	27735716
01/22/2020		chk# 57522664 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile Web - Resident Services				3,529.87	0.00	15171854
02/01/2020	rent	Rent-Current Acct Period ONLY (02/2020)			3,281.00		3,281.00	27859384
02/01/2020	stor	Storage Space Rent (02/2020)			40.00		3,321.00	27859385
02/01/2020	ocisew	Utility - Sewer - 12/01/19-01/01/20			18.59		3,339.59	28020035
02/01/2020	ociwat	Utility - Water - 12/01/19-01/01/20			17.35		3,356.94	28020037
02/26/2020		chk# 59548275 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile Web - Resident Services				3,356.94	0.00	15297788
03/01/2020	rent	Rent-Current Acct Period ONLY (03/2020)			3,281.00		3,281.00	28194035
03/01/2020	stor	Storage Space Rent (03/2020)			40.00		3,321.00	28194036
03/01/2020	ocisew	Utility - Sewer - 01/01/20-02/01/20			48.59		3,369.59	28425333
03/01/2020	ociwat	Utility - Water - 01/01/20-02/01/20			22.65		3,392.24	28425334
04/01/2020	rent	Rent-Current Acct Period ONLY (04/2020)			3,281.00		6,673.24	28539132
04/01/2020	stor	Storage Space Rent (04/2020)			40.00		6,713.24	28539133
04/01/2020	ocisew	Utility - Sewer - 02/01/20-03/01/20			41.93		6,755.17	28695933
04/01/2020	ociwat	Utility - Water - 02/01/20-03/01/20			19.75		6,774.92	28695934
04/18/2020		chk# 63532317 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile Web - Resident Services				1,611.24	5,163.68	15525823
04/21/2020	oient	March 1/2 Month Rent Deferral- CS			(1,640.50)		3,523.18	28811208
04/21/2020	oient	April 1/2 Month Deferral- CS			(1,640.50)		1,882.68	28811288
05/01/2020	rent	Rent-Current Acct Period ONLY (05/2020)			3,281.00		5,163.68	28892109
05/01/2020	stor	Storage Space Rent (05/2020)			40.00		5,203.68	28892110
05/01/2020	oient	OI - Rent Waiver (05/2020)			(1,640.50)		3,563.18	28892111
05/01/2020	ocisew	Utility - Sewer - 03/01/20-04/01/20			57.01		3,620.19	29091903
05/01/2020	ociwat	Utility - Water - 03/01/20-04/01/20			26.57		3,646.76	29091904
05/06/2020		chk# 65345291 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile Web - Resident Services				1,882.68	1,764.08	15618746
05/22/2020		chk# 66154234 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile Web - Resident Services				1,764.08	0.00	15653613
06/01/2020	rent	Rent-Current Acct Period ONLY (06/2020)			3,281.00		3,281.00	29257126
06/01/2020	stor	Storage Space Rent (06/2020)			40.00		3,321.00	29257127
06/01/2020	covidrec	COVID Recovery (06/2020)			820.25		4,141.25	29257128
06/01/2020	ocisew	Utility - Sewer - 04/01/20-05/01/20			51.46		4,192.71	29453428
06/01/2020	ociwat	Utility - Water - 04/01/20-05/01/20			23.99		4,216.70	29453429
06/17/2020	covidrec	Deferred Additional Month			(820.25)		3,396.45	29541077
06/24/2020		chk# 68730758 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile Web - Resident Services				3,396.45	0.00	15789699
07/01/2020	rent	Rent-Current Acct Period ONLY (07/2020)			3,281.00		3,281.00	29635746
07/01/2020	stor	Storage Space Rent (07/2020)			40.00		3,321.00	29635747
07/01/2020	ocisew	Utility - Sewer - 05/01/20-06/01/20			48.40		3,369.40	29821665
07/01/2020	ocisew	Utility - Sewer - 10/01/19-02/01/20			8.36		3,377.76	29821666
07/01/2020	ociwat	Utility - Water - 05/01/20-06/01/20			22.56		3,400.32	29821667
07/19/2020		chk# 71123525 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile Web - Resident Services				3,400.32	0.00	15919572
08/01/2020	rent	Rent-Current Acct Period ONLY (08/2020)			3,281.00		3,281.00	30019762
08/01/2020	stor	Storage Space Rent (08/2020)			40.00		3,321.00	30019763
08/01/2020	ocisew	Utility - Sewer - 10/01/19-02/01/20			8.36		3,329.36	30226102
08/01/2020	ocisew	Utility - Sewer - 06/01/20-07/01/20			46.11		3,375.47	30226104
08/01/2020	ociwat	Utility - Water - 06/01/20-07/01/20			21.49		3,396.96	30226106
08/27/2020		chk# 74157324 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile Web - Resident Services				2,265.96	1,131.00	16072958
08/28/2020		chk# 74279606 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile Web - Resident Services				1,131.00	0.00	16076323

09/01/2020	rent	Rent-Current Acct Period ONLY (09/2020)	3,281.00	3,281.00	30405406
09/01/2020	stor	Storage Space Rent (09/2020)	40.00	3,321.00	30405407
09/01/2020	covidrec	COVID Recovery (09/2020)	820.25	4,141.25	30405408
09/01/2020	ocisew	Utility - Sewer - 10/01/19-02/01/20	8.36	4,149.61	30606959
09/01/2020	ocisew	Utility - Sewer - 07/01/20-08/01/20	50.38	4,199.99	30606960
09/01/2020	ociwat	Utility - Water - 07/01/20-08/01/20	21.29	4,221.28	30606961
09/10/2020	keys	Keys, Locks, Lock Changes	25.00	4,246.28	30674665
09/30/2020		chk# 76915141 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile App - Resident Services		1,200.00	16213148
10/01/2020	rent	Rent-Current Acct Period ONLY (10/2020)	3,281.00	6,327.28	30782983
10/01/2020	stor	Storage Space Rent (10/2020)	40.00	6,367.28	30782984
10/01/2020	covidrec	COVID Recovery (10/2020)	820.25	7,187.53	30782985
10/01/2020	ocisew	Utility - Sewer - 08/01/20-09/01/20	47.17	7,234.70	30989890
10/01/2020	ocisew	Utility - Sewer - 10/01/19-02/01/20	8.36	7,243.06	30989892
10/01/2020	ociwat	Utility - Water - 08/01/20-09/01/20	21.67	7,264.73	30989893
10/10/2020		chk# 78579974 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile Web - Resident Services		1,000.00	16311700
10/26/2020	misinc	Fleurstoyou (WS)	24.00	6,288.73	31083628
11/01/2020	rent	Rent-Current Acct Period ONLY (11/2020)	3,281.00	9,569.73	31158196
11/01/2020	stor	Storage Space Rent (11/2020)	40.00	9,609.73	31158197
11/01/2020	covidrec	COVID Recovery (11/2020)	820.25	10,429.98	31158198
11/01/2020	ocisew	Utility - Sewer - 09/01/20-10/01/20	54.94	10,484.92	31387947
11/01/2020	ocisew	Utility - Sewer - 10/01/19-02/01/20	8.36	10,493.28	31387948
11/01/2020	ociwat	Utility - Water - 09/01/20-10/01/20	25.24	10,518.52	31387949
11/02/2020	covidrec	COVID Recovery	(2,460.75)	8,057.77	31413638
11/02/2020		chk# 80112889 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile Web - Resident Services		2,626.03	16404786
11/02/2020		chk# 80152245 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile Web - Resident Services		2,022.20	16405378
12/01/2020	rent	Rent-Current Acct Period ONLY (12/2020)	3,281.00	6,690.54	31537973
12/01/2020	stor	Storage Space Rent (12/2020)	40.00	6,730.54	31537974
12/01/2020	ocisew	Utility - Sewer - 10/01/19-02/01/20	8.36	6,738.90	31763977
12/01/2020	ocisew	Utility - Sewer - 10/01/20-11/01/20	79.78	6,818.68	31763978
12/01/2020	ociwat	Utility - Water - 10/01/20-11/01/20	36.65	6,855.33	31763979
12/08/2020		chk# 83380374 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile Web - Resident Services		3,409.54	16564866
01/01/2021	rent	Rent-Current Acct Period ONLY (01/2021)	3,281.00	6,726.79	31917459
01/01/2021	stor	Storage Space Rent (01/2021)	40.00	6,766.79	31917460
01/01/2021	ocisew	Utility - Sewer - 11/01/20-12/01/20	77.26	6,844.05	32139359
01/01/2021	ocisew	Utility - Sewer - 10/01/19-02/01/20	8.36	6,852.41	32139360
01/01/2021	ociwat	Utility - Water - 11/01/20-12/01/20	35.49	6,887.90	32139361
01/04/2021		chk# 85401918 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile Web - Resident Services		3,100.00	16671806
01/05/2021		chk# 85543030 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile Web - Resident Services		345.79	16678629
01/27/2021		chk# 86716375 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile Web - Resident Services		2,600.00	16729326
01/31/2021		chk# 87116625 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile Web - Resident Services		842.11	16740439
02/01/2021	rent	Rent-Current Acct Period ONLY (02/2021)	3,281.00	3,281.00	32302575
02/01/2021	stor	Storage Space Rent (02/2021)	40.00	3,321.00	32302576
02/01/2021	ocisew	Utility - Sewer - 10/01/19-02/01/20	8.36	3,329.36	32531356
02/01/2021	ocisew	Utility - Sewer - 12/01/20-01/01/21	79.59	3,408.95	32531357
02/01/2021	ociwat	Utility - Water - 12/01/20-01/01/21	36.56	3,445.51	32531358
03/01/2021	rent	Rent-Current Acct Period ONLY (03/2021)	3,281.00	6,726.51	32682456
03/01/2021	stor	Storage Space Rent (03/2021)	40.00	6,766.51	32682457
03/01/2021	ocisew	Utility - Sewer - 01/01/21-02/01/21	73.38	6,839.89	32924533
03/01/2021	ocisew	Utility - Sewer - 10/01/19-02/01/20	8.36	6,848.25	32924534
03/01/2021	ociwat	Utility - Water - 01/01/21-02/01/21	33.71	6,881.96	32924536
03/03/2021		chk# 90528979 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile App - Resident Services		1,750.00	16938675
03/07/2021		chk# 91153101 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile App - Resident Services		1,850.96	16961442

03/30/2021		chk# 92498171 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile Web - Resident Services		2,000.00	1,281.00	17006822
04/01/2021	rent	Rent-Current Acct Period ONLY (04/2021)	3,281.00		4,562.00	33077101
04/01/2021	stor	Storage Space Rent (04/2021)	40.00		4,602.00	33077102
04/01/2021	ocisew	Utility - Sewer - 10/01/19-02/01/20	8.36		4,610.36	33327601
04/01/2021	ocisew	Utility - Sewer - 02/01/21-03/01/21	65.03		4,675.39	33327602
04/01/2021	ociwat	Utility - Water - 02/01/21-03/01/21	29.87		4,705.26	33327603
04/05/2021		chk# 94000028 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile Web - Resident Services		1,281.00	3,424.26	17094551
05/01/2021	rent	Rent-Current Acct Period ONLY (05/2021)	3,281.00		6,705.26	33475078
05/01/2021	stor	Storage Space Rent (05/2021)	40.00		6,745.26	33475079
05/01/2021	ocisew	Utility - Sewer - 03/01/21-04/01/21	60.18		6,805.44	33715055
05/01/2021	ocisew	Utility - Sewer - 10/01/19-02/01/20	8.36		6,813.80	33715056
05/01/2021	ociwat	Utility - Water - 03/01/21-04/01/21	27.64		6,841.44	33715057
05/07/2021	keys	Garage Fob	50.00		6,891.44	33765954
05/20/2021		chk# 97907211 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile Web - Resident Services		3,394.39	3,497.05	17273601
06/01/2021	rent	Rent-Current Acct Period ONLY (06/2021)	3,347.00		6,844.05	33882308
06/01/2021	stor	Storage Space Rent (06/2021)	40.00		6,884.05	33882309
06/01/2021	ocisew	Utility - Sewer - 04/01/21-05/01/21	55.52		6,939.57	34112909
06/01/2021	ociwat	Utility - Water - 04/01/21-05/01/21	25.50		6,965.07	34112910
06/02/2021		chk# 99494457 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile Web - Resident Services		3,200.00	3,765.07	17365742
06/13/2021		chk# 100658340 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile Web - Resident Services		297.05	3,468.02	17409274
06/25/2021		chk# 101348052 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile Web - Resident Services		3,468.02	0.00	17436205
07/01/2021	rent	Rent-Current Acct Period ONLY (07/2021)	3,347.00		3,347.00	34308125
07/01/2021	stor	Storage Space Rent (07/2021)	40.00		3,387.00	34308126
07/01/2021	ocisew	Utility - Sewer - 05/01/21-06/01/21	54.16		3,441.16	34574415
07/01/2021	ociwat	Utility - Water - 05/01/21-06/01/21	24.88		3,466.04	34574416
07/19/2021		chk# 104260982 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile Web - Resident Services		3,466.04	0.00	17583984
08/01/2021	rent	Rent-Current Acct Period ONLY (08/2021)	3,347.00		3,347.00	34743141
08/01/2021	stor	Storage Space Rent (08/2021)	40.00		3,387.00	34743142
08/01/2021	ocisew	Utility - Sewer - 06/01/21-07/01/21	47.37		3,434.37	35019957
08/01/2021	ociwat	Utility - Water - 06/01/21-07/01/21	32.25		3,466.62	35019958
08/13/2021		chk# 107430898 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile App - Resident Services		3,466.62	0.00	17732858
09/01/2021	rent	Rent-Current Acct Period ONLY (09/2021)	3,347.00		3,347.00	35189231
09/01/2021	stor	Storage Space Rent (09/2021)	40.00		3,387.00	35189232
09/01/2021	ocisew	Utility - Sewer - 07/01/21-08/01/21	64.33		3,451.33	35460195
09/01/2021	ociwat	Utility - Water - 07/01/21-08/01/21	31.66		3,482.99	35460196
09/12/2021		chk# 110805657 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile App - Resident Services		3,482.99	0.00	17889482
10/01/2021	rent	Rent-Current Acct Period ONLY (10/2021)	3,347.00		3,347.00	35633353
10/01/2021	stor	Storage Space Rent (10/2021)	40.00		3,387.00	35633354
10/01/2021	ocisew	Utility - Sewer - 08/01/21-09/01/21	50.01		3,437.01	35766830
10/01/2021	ociwat	Utility - Water - 08/01/21-09/01/21	24.61		3,461.62	35766831
10/09/2021		chk# 113917171 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile App - Resident Services		2,000.00	1,461.62	18034834
10/21/2021		chk# 114482547 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile App - Resident Services		1,461.62	0.00	18056193
11/01/2021	rent	Rent-Current Acct Period ONLY (11/2021)	3,347.00		3,347.00	36074516
11/01/2021	stor	Storage Space Rent (11/2021)	40.00		3,387.00	36074517
11/01/2021	ocisew	Utility - Sewer - 09/01/21-10/01/21	67.07		3,454.07	36364992
11/01/2021	ociwat	Utility - Water - 09/01/21-10/01/21	33.01		3,487.08	36364993
11/20/2021		chk# 117723359 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile App - Resident Services		887.08	2,600.00	18201358
11/23/2021		chk# 117854369 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile App - Resident Services		2,600.00	0.00	18205893
12/01/2021	rent	Rent-Current Acct Period ONLY (12/2021)	3,347.00		3,347.00	36507495
12/01/2021	stor	Storage Space Rent (12/2021)	40.00		3,387.00	36507496
12/01/2021	ocisew	Utility - Sewer - 10/01/21-11/01/21	69.03		3,456.03	36637582

12/03/2021	club	South Waterroom 10/01/21-11/01/21	33.98		3,490.01	36637583
12/03/2021		chk# 119545203 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile App - Resident Services	200.00		3,690.01	36820672
12/10/2021		chk# 120444467 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile App - Resident Services		800.00	2,690.01	18325471
12/17/2021		chk# 120771563 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile App - Resident Services		800.00	1,890.01	18336270
12/23/2021		chk# 121000597 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile App - Resident Services		750.00	1,140.01	18344792
12/29/2021	Concoth	Balcony Concession - December	(150.00)		990.01	36873771
12/31/2021		chk# 121505165 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile App - Resident Services		990.01	0.00	18355230
01/01/2022	rent	Rent-Current Acct Period ONLY (01/2022)	3,347.00		3,347.00	36938969
01/01/2022	stor	Storage Space Rent (01/2022)	40.00		3,387.00	36938970
01/01/2022	ocisew	Utility - Sewer - 11/01/21-12/01/21	61.19		3,448.19	37068852
01/01/2022	ociwat	Utility - Water - 11/01/21-12/01/21	30.11		3,478.30	37068872
01/14/2022		chk# 123889238 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile App - Resident Services		900.00	2,578.30	18465423
01/21/2022		chk# 124226602 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile App - Resident Services		600.00	1,978.30	18474902
01/29/2022		chk# 124712100 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile App - Resident Services		1,978.30	0.00	18487988
02/01/2022	rent	Rent-Current Acct Period ONLY (02/2022)	3,347.00		3,347.00	37362940
02/01/2022	stor	Storage Space Rent (02/2022)	40.00		3,387.00	37362941
02/01/2022	ocisew	Utility - Sewer - 12/01/21-01/01/22	71.00		3,458.00	37494485
02/01/2022	ociwat	Utility - Water - 12/01/21-01/01/22	34.94		3,492.94	37494485
02/17/2022		chk# 127496044 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile App - Resident Services		1,000.00	2,492.94	18606216
02/26/2022		chk# 128039671 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile App - Resident Services		2,492.94	0.00	18619502
03/01/2022	ocisew	Utility - Sewer - 01/01/22-02/01/22	80.61		80.61	37745840
03/01/2022	ociwat	Utility - Water - 01/01/22-02/01/22	39.67		120.28	37745841
03/01/2022	rent	Rent-Current Acct Period ONLY (03/2022)	3,347.00		3,467.28	37970903
03/01/2022	stor	Storage Space Rent (03/2022)	40.00		3,507.28	37970904
03/08/2022	club	March 26 south clubroom 4 hours	200.00		3,707.28	38117846
03/10/2022		chk# 130703813 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile App - Resident Services		500.00	3,207.28	18733229
03/19/2022		chk# 131192557 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile App - Resident Services		900.00	2,307.28	18746670
03/24/2022		chk# 131474445 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile App - Resident Services		1,150.00	1,157.28	18756291
03/31/2022		chk# 131970220 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile App - Resident Services		1,157.28	0.00	18766715
04/01/2022	ocisew	Utility - Sewer - 02/01/22-03/01/22	66.18		66.18	38222747
04/01/2022	ociwat	Utility - Water - 02/01/22-03/01/22	38.32		104.50	38222748
04/01/2022	stor	Storage Space Rent (04/2022)	40.00		144.50	38363173
04/01/2022	rent	Rent-Current Acct Period ONLY (04/2022)	3,347.00		3,491.50	38363174
04/06/2022		chk# 134098614 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile App - Resident Services		3,491.50	0.00	18865843
05/01/2022	rent	Rent-Current Acct Period ONLY (05/2022)	3,347.00		3,347.00	38634407
05/01/2022	stor	Storage Space Rent (05/2022)	40.00		3,387.00	38634408
05/01/2022	ocisew	Utility - Sewer - 03/01/22-04/01/22	67.00		3,454.00	38814780
05/01/2022	ociwat	Utility - Water - 03/01/22-04/01/22	38.70		3,492.70	38814786
05/29/2022		chk# 139512557 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile App - Resident Services		3,492.70	0.00	19050020
06/01/2022	stor	Storage Space Rent (06/2022)	40.00		40.00	39096801
06/01/2022	rent	Rent-Current Acct Period ONLY (06/2022)	3,347.00		3,387.00	39096802
06/01/2022	ocisew	Utility - Sewer - 04/01/22-05/01/22	75.11		3,462.11	39274282
06/01/2022	ociwat	Utility - Water - 04/01/22-05/01/22	36.97		3,499.08	39274283
06/17/2022		chk# 142645102 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile App - Resident Services		1,500.00	1,999.08	19179829
06/24/2022		chk# 143020214 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile App - Resident Services		1,999.08	0.00	19190574

07/01/2022	stor	Rent-Current Acct Period ONLY (07/2022)	3,347.00	3,347.00	39557093
07/01/2022	stor	Storage Space Rent (07/2022)	40.00	3,387.00	39557094
07/01/2022	ocisew	Utility - Sewer - 05/01/22-06/01/22	84.92	3,471.92	39740347
07/01/2022	ociwat	Utility - Water - 05/01/22-06/01/22	41.79	3,513.71	39740348
07/19/2022		chk# 146670527 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile App - Resident Services		1,000.00	19329194
07/26/2022		chk# 147103178 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile App - Resident Services		1,200.00	19342529
07/29/2022		chk# 147408026 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile App - Resident Services		1,313.71	19350807
08/01/2022	stor	Storage Space Rent (08/2022)	40.00	40.00	40026550
08/01/2022	rent	Rent-Current Acct Period ONLY (08/2022)	3,347.00	3,387.00	40026551
08/01/2022	ocisew	Utility - Sewer - 06/01/22-07/01/22	75.31	3,462.31	40230410
08/01/2022	ociwat	Utility - Water - 06/01/22-07/01/22	37.35	3,499.66	40230412
08/02/2022	covidrec	3 1/2 Month Reduced Rent approved Callah 5/5/20	4,921.50	8,421.16	40356973
08/02/2022	waivconc	3 1/2 Month Reduced Rent approved Callah 5/5/20	(4,921.50)	3,499.66	40356984
08/12/2022		chk# 150389787 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile App - Resident Services		1,000.00	19469034
08/20/2022		chk# 150873186 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile App - Resident Services		1,100.00	19483743
08/24/2022		chk# 151066358 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile App - Resident Services		1,399.66	19491439
09/01/2022	ocisew	Utility - Sewer - 07/01/22-08/01/22	75.96	75.96	41184948
09/01/2022	ociwat	Utility - Water - 07/01/22-08/01/22	37.66	113.62	41184951
09/01/2022	stor	Storage Space Rent (09/2022)	40.00	153.62	41322150
09/01/2022	rent	Rent-Current Acct Period ONLY (09/2022)	3,347.00	3,500.62	41322151
09/21/2022		chk# 154886659 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile App - Resident Services		3,500.62	19691889
10/01/2022	stor	Storage Space Rent (10/2022)	40.00	40.00	41579597
10/01/2022	rent	Rent-Current Acct Period ONLY (10/2022)	3,347.00	3,387.00	41579598
10/01/2022	ocisew	Utility - Sewer - 08/01/22-09/01/22	71.51	3,458.51	41794337
10/01/2022	ociwat	Utility - Water - 08/01/22-09/01/22	35.45	3,493.96	41794341
10/31/2022	latefee	October Late Fee	125.00	3,618.96	41994126
10/31/2022		chk# 159627951 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile App - Resident Services		3,493.96	19852542
11/01/2022	rent	Rent-Current Acct Period ONLY (11/2022)	3,347.00	3,472.00	41999120
11/01/2022	stor	Storage Space Rent (11/2022)	40.00	3,512.00	41999121
11/01/2022	ocisew	Utility - Sewer - 09/01/22-10/01/22	62.02	3,574.02	42262889
11/01/2022	ociwat	Utility - Water - 09/01/22-10/01/22	30.75	3,604.77	42262890
11/01/2022	latefee	Late Fee Residential	(125.00)	3,479.77	42365823
11/11/2022		chk# 162183539 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile App - Resident Services		800.00	19959976
11/26/2022		chk# 162899961 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile App - Resident Services		2,679.77	19980300
12/01/2022	rent	Rent-Current Acct Period ONLY (12/2022)	3,495.00	3,495.00	42445699
12/01/2022	stor	Storage Space Rent (12/2022)	40.00	3,535.00	42445700
12/01/2022	ocisew	Utility - Sewer	68.08	3,603.08	42808372
12/01/2022	ociwat	Utility - Water	33.76	3,636.84	42808375
12/29/2022	Concoth	December Construction Issues	(2,621.25)	1,015.59	42886597
01/01/2023	rent	Rent-Current Acct Period ONLY (01/2023)	3,495.00	4,510.59	43033493
01/01/2023	stor	Storage Space Rent (01/2023)	40.00	4,550.59	43033494
01/01/2023	ocisew	Utility - Sewer - 11/01/22-12/01/22	73.94	4,624.53	43205061
01/01/2023	ociwat	Utility - Water - 11/01/22-12/01/22	38.61	4,663.14	43205064
01/13/2023	Concoth	50% Concession - January Construction	(1,747.50)	2,915.64	43297520
01/30/2023		chk# :ACH-WEB Online Payment - EFT Payment. Paid by Roommate Dany Abouelkhier (r0188007).		1.00	20256880
01/30/2023		chk# :ACH-WEB Online Payment - EFT Payment. Paid by Roommate Dany Abouelkhier (r0188007). NSFed by ctrl# 20346359 nsf		2,914.64	20257191
02/01/2023	stor	Storage Space Rent (02/2023)	40.00	40.00	43365413
02/01/2023	rent	Rent-Current Acct Period ONLY (02/2023)	3,495.00	3,535.00	43365414
02/01/2023	ocisew	Utility - Sewer - 12/01/22-01/01/23	86.66	3,621.66	43572900
02/01/2023	ociwat	Utility - Water - 12/01/22-01/01/23	43.00	3,664.66	43572904
02/06/2023	nsffee	Returned check charge	75.00	3,739.66	43709674

		chk# :ACH-WEB NSF receipt Ctrl# 20257191 nsf		(2,914.64)	6,654.30	20346359
02/06/2023		chk# 173257550 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile App - Resident Services		2,989.64	3,664.66	20346628
02/07/2023		chk# 173379945 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile App - Resident Services		664.66	3,000.00	20354308
02/13/2023		chk# 173866864 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile App - Resident Services		1,252.50	1,747.50	20370202
02/28/2023	latefee	February Late Fee	125.00		1,872.50	43771688
03/01/2023	rent	Rent-Current Acct Period ONLY (03/2023)	3,495.00		5,367.50	43799419
03/01/2023	stor	Storage Space Rent (03/2023)	40.00		5,407.50	43799420
03/01/2023	ocisew	Utility - Sewer - 01/01/23-02/01/23	71.71		5,479.21	44077805
03/01/2023	ociwat	Utility - Water - 01/01/23-02/01/23	35.62		5,514.83	44077808
03/06/2023		chk# 177345093 Debit Card On-Line Payment ; Roommate Dany Abouelkhier (r0188007) ; Mobile App - Resident Services		1,000.00	4,514.83	20480664
03/15/2023	Concoth	Feb. Balcony Concession	(250.00)		4,264.83	44167975
03/15/2023	Concoth	March 50% Construction Concession	(1,747.50)		2,517.33	44167977
03/15/2023		chk# 517937588 :CHECKscan Payment		2,517.33	0.00	20500017
04/01/2023	rent	Rent-Current Acct Period ONLY (04/2023)	3,495.00		3,495.00	44206927
04/01/2023	stor	Storage Space Rent (04/2023)	40.00		3,535.00	44206928
04/01/2023	park	Parking-Reserved (04/2023)	75.00		3,610.00	44206929
04/01/2023	ocisew	Utility - Sewer - 02/01/23-03/01/23	63.23		3,673.23	44529589
04/01/2023	ociwat	Utility - Water - 02/01/23-03/01/23	31.41		3,704.64	44529591
04/05/2023	Concoth	April Construction Concession 25%	(874.00)		2,830.64	44576003
04/30/2023	latefee	April Late Fee	125.00		2,955.64	45029010
05/01/2023	park	Parking-Reserved (05/2023)	75.00		3,030.64	44674343
05/01/2023	stor	Storage Space Rent (05/2023)	40.00		3,070.64	44674344
05/01/2023	rent	Rent-Current Acct Period ONLY (05/2023)	3,495.00		6,565.64	44674345
05/01/2023	ocisew	Utility - Sewer - 03/01/23-04/01/23	74.54		6,640.18	44971124
05/01/2023	ociwat	Utility - Water - 03/01/23-04/01/23	37.00		6,677.18	44971126
05/01/2023	Concoth	May Construction Concession	(873.75)		5,803.43	45007671
05/31/2023	latefee	Late Fee for May 2023	125.00		5,928.43	45478932
06/01/2023	rent	Rent-Current Acct Period ONLY (06/2023)	3,495.00		9,423.43	45145555
06/01/2023	stor	Storage Space Rent (06/2023)	40.00		9,463.43	45145556
06/01/2023	park	Parking-Reserved (06/2023)	75.00		9,538.43	45145750
06/01/2023	ocisew	Utility - Sewer - 04/01/23-05/01/23	87.47		9,625.90	45425369
06/01/2023	ociwat	Utility - Water - 04/01/23-05/01/23	43.43		9,669.33	45425373
06/01/2023	Concoth	June Construction Concession	(873.75)		8,795.58	45479714
06/30/2023	latefee	June late fee	125.00		8,920.58	45987996
07/01/2023	park	Parking-Reserved (07/2023)	75.00		8,995.58	45634245
07/01/2023	rent	Rent-Current Acct Period ONLY (07/2023)	3,495.00		12,490.58	45634246
07/01/2023	stor	Storage Space Rent (07/2023)	40.00		12,530.58	45634247
07/01/2023	ocisew	Utility - Sewer - 05/01/23-06/01/23	78.38		12,608.96	45845922
07/01/2023	ociwat	Utility - Water - 05/01/23-06/01/23	38.94		12,647.90	45845923
07/05/2023	Concoth	July Construction Concession	(873.75)		11,774.15	45995952
07/31/2023	latefee	July Late Fee	125.00		11,899.15	46289393
08/01/2023	park	Parking-Reserved (08/2023)	75.00		11,974.15	46142243
08/01/2023	stor	Storage Space Rent (08/2023)	40.00		12,014.15	46142244
08/01/2023	rent	Rent-Current Acct Period ONLY (08/2023)	3,495.00		15,509.15	46142245
08/01/2023	ocisew	Utility - Sewer - 06/01/23-07/01/23	52.93		15,562.08	46417714
08/01/2023	ociwat	Utility - Water - 06/01/23-07/01/23	26.06		15,588.14	46417718
08/01/2023	Concoth	August Construction Concession	(873.75)		14,714.39	46481273
08/31/2023	latefee	August Late Fee	125.00		14,839.39	46792798
09/01/2023	rent	Rent-Current Acct Period ONLY (09/2023)	3,495.00		18,334.39	46641761
09/01/2023	stor	Storage Space Rent (09/2023)	40.00		18,374.39	46641762
09/01/2023	park	Parking-Reserved (09/2023)	75.00		18,449.39	46641763
09/01/2023	ocisew	Utility - Sewer - 07/01/23-08/01/23	54.23		18,503.62	46887005
09/01/2023	ociwat	Utility - Water - 07/01/23-08/01/23	27.60		18,531.22	46887008
09/19/2023	Concoth	Construction Concession September 2023 - 15%	(524.25)		18,006.97	47050693
09/30/2023	latefee	September late fee	125.00		18,131.97	47498801
10/01/2023	rent	Rent-Current Acct Period ONLY (10/2023)	3,495.00		21,626.97	47119037
10/01/2023	stor	Storage Space Rent (10/2023)	40.00		21,666.97	47119038
10/01/2023	park	Parking-Reserved (10/2023)	75.00		21,741.97	47119039

10/01/2023	ocisew	Utility - Sewer - 08/01/23-09/01/23	58.19	21,800.16	47342039
10/01/2023	ociwat	Utility - Water - 08/01/23-09/01/23	30.06	21,830.22	47342045
10/31/2023	latefee	October Late Fee	125.00	21,955.22	47774775
11/01/2023	park	Parking-Reserved (11/2023)	75.00	22,030.22	47613156
11/01/2023	stor	Storage Space Rent (11/2023)	40.00	22,070.22	47613157
11/01/2023	rent	Rent-Current Acct Period ONLY (11/2023)	3,495.00	25,565.22	47613158
11/01/2023	ocisew	Utility - Sewer - 09/01/23-10/01/23	67.78	25,633.00	47845700
11/01/2023	ociwat	Utility - Water - 09/01/23-10/01/23	34.50	25,667.50	47845703
11/30/2023	latefee	November Late fee	125.00	25,792.50	48526567
12/01/2023	park	Parking-Reserved (12/2023)	75.00	25,867.50	48096075
12/01/2023	stor	Storage Space Rent (12/2023)	40.00	25,907.50	48096076
12/01/2023	rent	Rent-Current Acct Period ONLY (12/2023)	3,495.00	29,402.50	48096077
12/01/2023	ocisew	Utility - Sewer - 10/01/23-11/01/23	62.57	29,465.07	48322977
12/01/2023	ociwat	Utility - Water - 10/01/23-11/01/23	31.85	29,496.92	48322980
12/31/2023	latefee	December 2023 Late Fee	125.00	29,621.92	48779522
01/01/2024	park	Parking-Reserved (01/2024)	75.00	29,696.92	48701618
01/01/2024	rent	Rent-Current Acct Period ONLY (01/2024)	3,495.00	33,191.92	48703783
01/01/2024	stor	Storage Space Rent (01/2024)	40.00	33,231.92	48703784
01/01/2024	ocisew	Utility - Sewer - 11/01/23-12/01/23	67.57	33,299.49	48835491
01/01/2024	ociwat	Utility - Water - 11/01/23-12/01/23	34.39	33,333.88	48835496
01/31/2024	latefee	January Late Fee	125.00	33,458.88	49291472
02/01/2024	stor	Storage Space Rent (02/2024)	40.00	33,498.88	49120031
02/01/2024	park	Parking-Reserved (02/2024)	75.00	33,573.88	49120032
02/01/2024	rent	Rent-Current Acct Period ONLY (02/2024)	3,495.00	37,068.88	49120033
02/01/2024	ocisew	Utility - Sewer - 12/01/23-01/01/24	79.04	37,147.92	49349801
02/01/2024	ociwat	Utility - Water - 12/01/23-01/01/24	40.23	37,188.15	49349804
02/29/2024	latefee	February Late Fee	125.00	37,313.15	50058257
03/01/2024	rent	Rent-Current Acct Period ONLY (03/2024)	3,495.00	40,808.15	49644821
03/01/2024	stor	Storage Space Rent (03/2024)	40.00	40,848.15	49644822
03/01/2024	park	Parking-Reserved (03/2024)	75.00	40,923.15	49644823
03/01/2024	ocisew	Utility - Sewer - 01/01/24-02/01/24	75.71	40,998.86	49876282
03/01/2024	ociwat	Utility - Water - 01/01/24-02/01/24	45.33	41,044.19	49876285
03/31/2024	latefee	March Late Fee	125.00	41,169.19	50611674
04/01/2024	park	Parking-Reserved (04/2024)	75.00	41,244.19	50189635
04/01/2024	stor	Storage Space Rent (04/2024)	40.00	41,284.19	50189636
04/01/2024	rent	Rent-Current Acct Period ONLY (04/2024)	3,495.00	44,779.19	50189637
04/01/2024	ocisew	Utility - Sewer - 02/01/24-03/01/24	76.75	44,855.94	50420979
04/01/2024	ociwat	Utility - Water - 02/01/24-03/01/24	39.06	44,895.00	50420983
04/30/2024	latefee	April Late Fee	125.00	45,020.00	51157333
05/01/2024	stor	Storage Space Rent (05/2024)	40.00	45,060.00	50737570
05/01/2024	park	Parking-Reserved (05/2024)	75.00	45,135.00	50737571
05/01/2024	rent	Rent-Current Acct Period ONLY (05/2024)	3,495.00	48,630.00	50737572
05/01/2024	ocisew	Utility - Sewer - 03/01/24-04/01/24	74.25	48,704.25	50962017
05/01/2024	ociwat	Utility - Water - 03/01/24-04/01/24	37.79	48,742.04	50962021
05/31/2024	latefee	May Late Fee	125.00	48,867.04	51492798
06/01/2024	rent	Rent-Current Acct Period ONLY (06/2024)	3,495.00	52,362.04	51314188
06/01/2024	park	Parking-Reserved (06/2024)	75.00	52,437.04	51314189
06/01/2024	stor	Storage Space Rent (06/2024)	40.00	52,477.04	51314190
06/01/2024	ocisew	Utility - Sewer - 04/01/24-05/01/24	80.09	52,557.13	51545537
06/01/2024	ociwat	Utility - Water - 04/01/24-05/01/24	40.76	52,597.89	51545541
06/30/2024	latefee	June Late Fee	125.00	52,722.89	52375048
07/01/2024	stor	Storage Space Rent (07/2024)	40.00	52,762.89	51889470
07/01/2024	rent	Rent-Current Acct Period ONLY (07/2024)	3,495.00	56,257.89	51889471
07/01/2024	park	Parking-Reserved (07/2024)	75.00	56,332.89	51889472
07/01/2024	ocisew	Utility - Sewer - 05/01/24-06/01/24	62.22	56,395.11	52128775
07/01/2024	ociwat	Utility - Water - 05/01/24-06/01/24	37.26	56,432.37	52128778
07/31/2024	latefee	July Late Fee	125.00	56,557.37	52941104
08/01/2024	park	Parking-Reserved (08/2024)	75.00	56,632.37	52509622
08/01/2024	stor	Storage Space Rent (08/2024)	40.00	56,672.37	52509623
08/01/2024	rent	Rent-Current Acct Period ONLY (08/2024)	3,495.00	60,167.37	52509624
08/01/2024	ocisew	Utility - Sewer - 06/01/24-07/01/24	52.12	60,219.49	52746134
08/01/2024	ociwat	Utility - Water - 06/01/24-07/01/24	31.21	60,250.70	52746137

09/23/2024	latefee	August Late Fee	125.00	60,375.70	53658055
09/01/2024	stor	Storage Space Rent (09/2024)	40.00	60,415.70	53124846
09/01/2024	park	Parking-Reserved (09/2024)	75.00	60,490.70	53124847
09/01/2024	rent	Rent-Current Acct Period ONLY (09/2024)	3,495.00	63,985.70	53124848
09/01/2024	ocisew	Utility - Sewer - 07/01/24-08/01/24	117.60	64,103.30	53386737
09/01/2024	ociwat	Utility - Water - 07/01/24-08/01/24	38.65	64,141.95	53386739
09/30/2024	latefee	September Late Fee	125.00	64,266.95	54230888
10/01/2024	rent	Rent-Current Acct Period ONLY (10/2024)	3,495.00	67,761.95	53728725
10/01/2024	stor	Storage Space Rent (10/2024) 15 days	19.35	67,781.30	53728726
10/01/2024	park	Parking-Reserved (10/2024)	75.00	67,856.30	53728727
10/01/2024	ocisew	Utility - Sewer - 08/01/24-09/01/24	136.25	67,992.55	54002328
10/01/2024	ociwat	Utility - Water - 08/01/24-09/01/24	47.41	68,039.96	54002329
10/15/2024	rent	Rent-Current Acct Period ONLY (10/2024) Credit 16 days	(1,803.87)	66,236.09	54310109
10/15/2024	park	Parking-Reserved (10/2024) Credit 16 days	(38.71)	66,197.38	54310110
10/16/2024	ocisew	Final Utility - Sewer - 10/02/24-10/15/24	32.84	66,230.22	54294704
10/16/2024	ocisew	Utility - Sewer - 09/01/24-10/01/24	78.82	66,309.04	54294705
10/16/2024	ociwat	Final Utility - Water - 10/02/24-10/15/24	19.66	66,328.70	54294706
10/16/2024	ociwat	Utility - Water - 09/01/24-10/01/24	47.18	66,375.88	54294707

EXHIBIT F

Docketed 03/10/2025

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss..

SUPERIOR COURT DEPARTMENT
Civil Action No. 23CV00389

DANY ABOUELKHIER and all others
similarly situated,

Plaintiff,

vs.

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

Defendants.

3/25/2025 Allowed after
hearing. All three motions
included herein are Allowed

Leighton, J.

MOTION TO WITHDRAW AS COUNSEL FOR DANY ABOULKHIER ✓

and

MOTION TO SEVER DANY ABOULKHIER'S INDIVIDUAL CLAIMS AND ✓
COUNTERCLAIM AGAINST HIM

and

MOTION TO SUBSTITUTE BETH MATERNA FOR DANY ABOULKHIER AS PUTATIVE ✓
CLASS REPRESENTATIVE AND FOR LEAVE TO FILE THIRD AMENDED CLASS
ACTION COMPLAINT

Counsel for the putative class hereby moves the Court contemporaneously:

1. To withdraw as counsel for Mr. Aboulkhier;
2. To sever Mr. Aboulkhier's individual claims, and the individual counterclaim against him individually, from the putative class action claims; and
3. To substitute Beth Materna for Dany Aboulkhier as putative class representative in this action and for leave to file an amended class action complaint;

I. BACKGROUND AND CASE STATUS.

This putative class action seeks economic damages on behalf of all similarly situated current and former residents and tenants of “Meriel Marina Bay,” a 352 unit luxury apartment complex in the Marina Bay section of Quincy, Massachusetts (the “Property”) that was constructed in the 2015-2018 time frame and opened for leasing soon thereafter. Defendants collectively own, manage, operate, and lease the apartments at the Property.

The class-wide damages arise out of “serious repeated water intrusions”¹ and “widespread leaks” that plagued the Property’s two large apartment buildings since they opened in 2018. In summary, the class complaint alleges that:

- Defendants have had actual knowledge for years that exterior water was penetrating into the building envelopes and causing structural damage, microbial mold growth, and unlawful conditions for the tenants.
- The Property owner – Defendant Marina Bay Residences LLC – investigated the cause of the leaks and determined that the builder and architect had performed “defective and/or deficient work”.
- After some limited repair efforts, the original builder abandoned the project due to “the enormous scope of the problem” with the “widespread leaks”.
- Defendant Marina Bay Residences LLC took over the repair and remediation efforts (through new contractors) which required an “extensive” construction project to re-clad the entirety of

¹ All quotations herein are *verbatim* party admissions made by defendant Marina Bay Residences LLC in court pleadings filed in Marina Bay Residences LLC v. Callahan, Inc. and Cube 3 Studio, LLC, C.A. No. 2182CV01044 (Norfolk County Superior Court) (asserting construction defect claims against the builder and architect of the Property).

the Property, with removal and replacement of all exterior façades and “irreparably damaged” structural components.

- The repair and remediation project began in or around November 2022 and substantially ended at the end of 2024.
- The repair project turned the Property into a major construction site which was extremely disruptive to the residents.
- Defendant Marina Bay Residences LLC has acknowledged that “every day of [its] repair and remediation work impacts every one of its valuable tenants in the 352 residential units on the Property”.
- The damage was so substantial, Defendant Marina Bay Residences LLC initiated a major piece of litigation for construction defect damages against the original builder and others in the matter of Marina Bay Residences LLC v. Callahan, Inc. and Cube 3 Studio, LLC, C.A. No. 2182CV01044 (Norfolk County Superior Court).

On behalf of a putative class consisting of all former and then-current tenants, counsel filed the original complaint on or about May 5, 2023, alleging damages for *inter alia* breach of lease contract, breach of the implied warranty of habitability, breach of the covenant of quiet enjoyment, and in August, 2023, amended the complaint to add a claim under G.L. c. 93A, §9(2).

Prior to and since commencing this lawsuit, counsel formed direct attorney-client relationships with 170+ class members including Mr. Aboulkhier and his family. Given the turnover in apartments and the number of multi-resident tenancies, the putative class consists of at least several hundred to one thousand persons or more, all of whom suffered damage to their tenancies due to water intrusions and the massive two-year remediation construction project that they were forced to endure.

Counsel was engaged to represent Mr. Aboulkheir as a putative class representative for the claims asserted in the class action complaint. Counsel was not engaged to represent Mr. Aboulkheir with respect to individualized personal injury claims or to defend him from eviction actions or non-payment of rent cases brought by the ownership or management of Meriel Marina Bay.

Since initiating the litigation, counsel has diligently conducted discovery and otherwise advanced the case by compiling evidence directly from clients, from various public sources, via written discovery propounded to the defendants, and via KOR subpoenas served on third parties. In addition, shortly after filing suit counsel engaged Attorney Kenneth D. Quat as co-counsel, as he has substantial experience prosecuting class actions on behalf of tenants in Massachusetts. Counsel has also consulted with potential expert witnesses with respect to formulating a class damages model for the case, and has advanced expenses for same. In sum, counsel has committed substantial time and resources to the case since its inception.

Defendant Marina Bay Residences LLC's ("MBR") document production has been delayed by its pursuit of a protective order. This was the subject of motion practice in the spring/summer of 2024, the resolution of which was further delayed due to the recusal of Justice Cloutier from hearing this matter. Defendant MBR's motion was ultimately heard by Justice Leighton and denied on October 24, 2024. Defendant MBR has since sought a more narrowly tailored protective order, which is presently the subject of more motion practice. As such, depositions have not been taken to date pending the resolution of that motion and Defendant MBR's production of documents.

Counsel has also communicated with counsel for Defendant Bozzuto Management Inc. to narrow the issues to complete their written discovery responses in a productive manner.

In October 2023, Defendant Delaney Barrett moved to dismiss the complaint against her. The Court ultimately denied the motion but granted Plaintiff leave to file a seconded amended complaint to

cure any pleading deficiencies as to the claims for misrepresentation. Plaintiff filed the second amended complaint and Defendant Delaney Barrett has again moved to dismiss. That motion package is expected to soon be filed with the Court.

In its answer to the second amended complaint, initially filed on December 20, 2024 and then revised on January 6, 2025 to redact a minor's name, Defendant MBR asserted a counterclaim against Mr. Aboulkhier for unpaid rent in the amount of some \$68,039.96. Mr. Aboulkhier was notified of this counterclaim on December 21, 2024, along with his concomitant need to either file a responsive pleading *pro se* or engage separate counsel to defend against it. Class counsel requested a courtesy extension of time for Mr. Aboulkhier to respond to the counterclaim. Defendant MBR did not provide a firm date for an extension and eventually filed its notice of default on the counterclaim with the Court on February 4, 2025. Mr. Aboulkhier has since filed his *pro se* appearance in the case and has undertaken steps to vacate the default.

In addition to entering his *pro se* appearance, Mr. Aboulkhier has indicated his desire to discharge class counsel in a flurry of emails and *pro se* motions served on all counsel in the case. Mr. Aboulkhier attempted to file some of these motions directly with the Court which rejected them for non-compliance with Rule 9A. Therein Mr. Aboulkhier has clearly and publicly indicated his dissatisfaction with class counsel, and Defendant MBR's counterclaim in particular, and his request to have counsel withdraw from representing him so he can proceed *pro se* going forward.

It is agreed that there is an irretrievable breakdown of the attorney-client relationship between class counsel and Mr. Aboulkhier thus warranting class counsel's withdrawal of his individual representation so that he can proceed *pro se* on his individual claims. If needed, counsel can address the specifics of the breakdown *in camera* with the Court at a hearing.

II. MOTION TO WITHDRAW FROM REPRESENTING MR. ABOULKHIER (AND HIS WIFE) INDIVIDUALLY.

Mr. Aboukhier (and his wife) have clearly indicated the desire to discharge class counsel from representing him and his family. He has filed a *pro se* appearance and is now representing himself as to his individual interests in the case. Coupled with the irretrievable breakdown of the attorney-client relationship, class counsel should be permitted to withdraw from representing Mr. Aboukhier and his family in any capacity as per their express request and by mutual agreement.

III. MOTION TO SEVER MR. ABOULKHIER'S INDIVIDUAL CLAIMS AND COUNTERCLAIM FROM THE CLASS CASE.

As a *pro se* litigant, Mr. Aboukhier cannot represent the numerous other members of the putative class, let alone the other 170+ tenants with whom class counsel has a direct attorney-client relationship. Mr. Aboukhier should be free to pursue his individual claims against the defendants in this case, and to defend against the counterclaim, as he sees fit. But Mr. Aboukhier's rights should not supersede or impede those of the hundreds of putative class members or cause undue inefficiencies to the Court while he litigates his individual claims and defenses. For these reasons, the Court should sever Mr. Aboukhier's individual claims from the class case pursuant to Mass.R.Civ.P. 21, so the class case can proceed as pled but with a new putative class representative.

Mass.R.Civ.P. 21 states in pertinent part:

"Parties may be dropped or added by order of the court on motion of any party or of its own initiative, after hearing, at any stage of the action and on such terms as are just. Any claim against a party may be severed and proceeded with separately."

Under the substantially similar federal rule, courts have exercised their broad discretion to sever an individual claim from a putative class action to protect the interests of putative class members and to promote judicial efficiency. See e.g. *Adams v. Koenig*, 2025 U.S. Dist. LEXIS 21429 (N.D. Cal. Feb. 3, 2025) (severing class representative's individualized claim from a putative class of 45 prison inmates);

Butler v. Boeing Co., No. 13-1043-EFM-KMH, 2014 U.S. Dist. LEXIS 103041, at *1-2 (D. Kan. July 29, 2014) (severing nine individual claims of age discrimination from the class action, ordering the clerk to assign new docket numbers for nine individual lawsuits, and ordering the severed plaintiffs to file amended complaints using their new case numbers); *In re New Oriental Educ. & Tech. Group Secs. Litig.*, 293 F.R.D. 483 (S.D.N.Y. 2013) (severing putative co-lead class representative's uncommon claims to proceed separately on a non-consolidated basis); *Washington v. CSC Credit Servs.*, 194 F.R.D. 244 (E.D. La. 2000) (severing individual claim from certified class claim due to factual distinctions from the common claim of the other plaintiffs).

Courts also recognize that the existence of a counterclaim against the putative class representative can undermine the required element of adequacy to serve as class representative. See e.g., *Fredericks v. Ameriflight, LLC*, Civil Action No. 3:23-CV-1757-X, 2024 U.S. Dist. LEXIS 213853, at *11-12 (N.D. Tex. Nov. 25, 2024) (counterclaim undermined the typicality element); *TBK Partners v. Chomeau*, 104 F.R.D. 127, 132 (E.D. Mo. 1985) (counterclaim undermined class plaintiff's adequacy as a class representative); *Boro Hall v. Metro. Tobacco Co.*, 74 F.R.D. 142, 145 (E.D.N.Y. 1977) (counterclaim raised judicial concern that class representative may wish to settle the case to avoid liability and raises question as to whether he would fairly and adequately protect the interests of the class); *Rollins v. Sears, Roebuck & Co.*, 71 F.R.D. 540, 545 (E.D. La. 1976) (counterclaim raises possibility that net judgment will favor defendant since its counterclaim was for \$716.10 while the maximum that plaintiff would recover was \$331 – thus barring plaintiff from being an adequate class representative); *Murphy v. Beaumont Indep. Sch. Dist.*, No. 1:22-CV-135, 2024 U.S. Dist. LEXIS 122899, at *11-12 (E.D. Tex. July 12, 2024) (denying class certification where the putative class representative had "unique circumstances" that made him an inadequate class representative); *Brown v. Hous. Cmty. Coll.*, No. H-20-2186, 2022 U.S. Dist. LEXIS 71807, 2022 WL 1153919, at *3 (S.D. Tex.

Apr. 19, 2022) (finding that because plaintiff asserted a whistleblower claim and was put on administrative leave, conditions unique to the plaintiff, she was an inadequate class representative); *Terry v. Aminoil USA, Inc.*, No. H-81-3258, 1987 WL 6260, at *1-2 (S.D. Tex. Jan. 21, 1987) (plaintiff's "uniquely personal complaint" prevented her from functioning as a proper representative).

In severing an individual claim from a putative class, courts have fashioned appropriate procedural orders to protect both the rights of the class and the rights of the individual, in this case Mr. Aboulkhier. Here, at minimum this should include ordering the clerk to assign a new docket number to the severed individual case so that it can proceed separately in a non-consolidated basis with Mr. Aboulkhier acting *pro se*. In addition, the court should grant leave to substitute Beth Materna as class representative, as discussed further below.

IV. MOTION FOR LEAVE TO SUBSTITUTE BETH MATERNA FOR DANY ABOULKHIER AS PUTATIVE CLASS REPRESENTATIVE AND TO FILE A THIRD AMENDED CLASS ACTION COMPLAINT.

Counsel has identified other suitable persons who are ready, willing, and able to serve as plaintiffs/class representatives, including Beth Materna.

Given the circumstances described above, it would be patently unjust to the numerous other putative class members to have their claims jeopardized, or worse, because Mr. Aboulkhier unilaterally decided to discharge counsel and has a counterclaim to defend.

Mass.R.Civ.P. 15(a) provides that "leave [to amend] shall be freely given when justice so requires." Consistent with the letter and spirit of the rule, courts freely allow amendment so long as no serious prejudice to the opposing party will result. *See National Construction Co. v. National Grange Mutual Insurance Co.*, 10 Mass. App. Ct. 39 (1980); *Castelucci v. United States Fidelity & Guaranty*

Co., 372 Mass. 288 (1977) (motions to amend “should be looked on with favor”); *Rafferty v. Sancta Maria Hospital*, 5 Mass. App. Ct. 624 (1977).

Moreover, it is well-recognized that the substitution of a new named plaintiff is appropriate and warranted under circumstances where, such as here, the original plaintiff may not be deemed an adequate class representative. See e.g., *In re Thornburgh*, 869 F. 2d 1503 (D.C. Cir. 1989) (substitution permitted when class representative’s claim rendered moot prior to class certification); *Robichaud v. Speedy PC Software*, 2013 WL 818503, at * 8 (N.D. Cal. Mar. 5, 2013) (when named plaintiff cannot serve as class representative “for a reason that does not affect the viability of the class claims, courts regularly allow or order the plaintiffs’ counsel to substitute a new representative plaintiff”) (and collecting cases). This principle is particularly apt where, as here, Mr. Aboulkhier as a *pro se* litigant cannot represent other putative class members in any manner.

This case is still in the discovery stage and no depositions have been taken. Allowing leave to amend to substitute Ms. Materna for Mr. Aboulkhier as the plaintiff/class representative will not alter the basic factual allegations and will not result in any new legal claims, and there will be no duplication of discovery. Accordingly, the requested amendment is in the interests of justice and will not prejudice defendants. A true copy of the proposed third amended complaint is appended hereto as Exhibit A.

WHEREFORE, counsel moves the Court to contemporaneously order:

- (1) That counsel shall file notices of withdrawal from representing *pro se* litigant Mr. Aboulkhier (and his family);
- (2) That the individual claims of, and counterclaim against, Mr. Aboulkhier (and/or his family) shall be severed from the putative class case and assigned a new docket number so that those claims may proceed independently from the class case in a non-consolidated manner; and

(3) That the class case shall proceed with a substituted class representative as per the third amended complaint attached hereto as Exhibit A, which is accepted for filing.

Respectfully submitted,

/s/ Jonathan D. Sweet

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Date: February 26, 2025

CERTIFICATE OF SERVICE

I hereby certify that on February 26, 2025, a copy of the foregoing was served electronically on all counsel of record and on *pro se* litigant Dany Aboulkhier via email.

/s/ Jonathan D. Sweet

Jonathan D. Sweet