



Welcome to Marina Point Condominium

Mailing address East Tower: 1001 Marina Drive North Quincy, MA 02171

Mailing address West Tower: 2001 Marina Drive North Quincy, MA 02171

Utility Providers

Electricity Provider: National Grid

Heating & A/C: Heat Pump in each unit

Water: Supplied by the condominium

Cable/ Internet Provider: Comcast

What is a Condominium

The term condominium may be defined generally as a system of separate ownership of individual units in a multi-unit project. The owner of a condominium unit owns not only the unit described in his deed, but also an undivided interest in the “common areas and facilities” of the condominium that are generally defined as those facilities which serve all owners of the units in the condominium. These facilities usually include land, driveways, walkways, lobbies, exterior foundations, exterior walls, piping and mechanical systems serving the entire building and elevators. The common areas for Marina Point are defined in the master deed.

Marina Point becomes an official organization in August 1987 on the recording with the registry of Deeds of The Declaration of Trust, Master Deed, By-Laws, and all plans required by the provisions of chapter 183A of the General Laws of the Commonwealth Of Massachusetts.

There are certain expenses for the overall operation of the condominium for such things as electricity, water, landscaping, and maintenance of the building, personnel, and insurance. These are called common expenses and are shared by all owners according to their respective percentage interest in the building. This percentage interest, known as beneficial interest, was predetermined for each unit and is listed in schedule B of the Master Deed. Under Massachusetts Law, 183A, they were calculated using the fair market value of the unit at the time of the recordation of the master deed. Common expenses are paid monthly to the association.

In many regards, ownership of a condominium unit is no different from ownership of a single family home. Instead of owning a house and land, the condominium unit purchaser owns his or her unit, together with the percentage interest in the common areas. Like the owner of a house, the condominium owner may mortgage his or her unit independently. Likewise, the condominium owner’s unit will be assessed and taxed separately by the community in which it is located.

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Condominium Documents

Marina Point Condominium Trust was created in 1987 when the original developer recorded the governing documents at the Norfolk County Register of Deeds. A brief description of these and related documents is set forth below.

- A. Master Deed. The Master Deed is the basic legal document submitting the property to condominium status and providing for the administration of the condominium. Chapter 183A of the general laws designates with particularity the required contents of this document, which includes complete descriptions of the land and building to be dedicated to the condominium use and of common elements and the proportionate interest of each unit therein, floor plans, a statement of the purpose for which the building and unit are intended, the method of amending the master deed and the name of the organization which will manage and regulate the condominium. The Association itself is governed by a committee known as the Board of Trustees elected by the Unit Owners.
- B. Declaration of Trust. In contrast to the Master Deed, which is limited to a description of the basic structure of the condominium, the By-laws set forth the day-to-day operating rules and regulations under which the condominium will be run. The By-laws provide:
1. The method of providing for the necessary maintenance, repair and replacement of common elements and payments thereof.
 2. The manner of collecting from the unit owners their shares of the common expenses.
 3. The procedure for hiring all personnel, including whether or not a managing agent should or may be engaged.
 4. The method of adopting and amending the administrative rules and regulations governing the details of the operation and use of the common elements.
 5. Such restrictions on and requirements respecting the use and maintenance of the units and the use of the common elements not set forth in the Master Deed.
 6. The specific requirement for obtaining funds for the repairs, maintenance, and upkeep of the common areas which are to be financed by all unit owners through regular or special assessments paid to the association in accord with each unit's percentage interest. It should be noted that each owner's share of these expenses constitutes alien upon the owner's interest in common elements. This provides the association with the necessary means to assure collection of the common funds.
- C. Unit Deed. The unit deed is the instrument by which a unit must contain all the normal elements of a deed. In addition, Chapter 183A requires that it include a reference to the condominium, a description of the land or the address of the property, the designation of the unit in the Master Deed, a restriction on its use and the interest of the unit in the common elements of the condominium. Note that the initial deed of each unit must also have attached a copy of the floor plans recorded with the Master Deed, showing the designation of the unit being conveyed and adjacent units depicting the layout, location, dimensions, approximate area, main entrance to the unit as well as the immediate common area to which it has access.

In addition to the various provisions required by law, the by-laws include many other provisions deemed necessary for the management and regulation of the Association. These include items such as procedures following in the case of reconstruction after a fire or causality or in the case of condemnation, as well as items based on the needs and characteristics of the condominium.

CONDOMINIUM FEES/COMMON AREA CHARGES

The cost to operate the condominium is paid monthly by every unit owner according to his/her beneficial interest in the property. This interest is specified in the Master Deed. The Condominium Trust is a non-profit organization, which is dependent upon fee income to pay its bills. Payments must be made promptly on or before the first of every month.

LATE FEE POLICY

Late fees are assessed to ensure timely payment of the common area charges, which allow the smooth functioning of the condominium. The following procedures will apply in any cases where a unit owner does not make his/her payment of maintenance fees in a timely manner.

- 1) All common area payments are due on the first of each month in advance.
- 2) If payment is not received by the fifteenth day of the month a late charge will be assessed.
- 3) If payment has not been received by the 45th day from the original due date legal action may be initiated. In addition to the amount owed in fees and late charges, the Trust will, as allowed by law seek to recover all legal costs associated with the action taken against the delinquent owner.
- 4) Fisher Financial routinely sends to each unit owner a statement of account on or about the 25th of each month, indicating the charges due on the first of the following month. Please note that this statement is only a reminder, and your common area fee is still due on the first, even if you do not receive a statement for any reason.

If you have a specific problem regarding payment you are encouraged to contact Fisher or to speak to the property manager.

FINANCIAL SERVICES

Financial Services of Brookline handles all financial matters, including refinancing or sale of units, for Marina Point. They are responsible for the collection of all monthly condominium fees and other charges and render monthly billing statements to each owner. All fee payments and questions regarding payments should be directed to their office. We discourage leaving your fee payments in the management office as it could delay the proper recording of your payment.

All payments should be made payable to: Marina Point Condominium Trust

Mailing Address:

Fisher Financial Services

P.O. Box 120

Brookline, MA 02446

Telephone # 617-738-4940

To assure proper credit, please make sure that your unit number is noted on your check.

If you would like your monthly condominium fee to be automatically withdrawn from your checking account please come by the management office and fill out the required paperwork.

ON SITE MANAGEMENT

The On-Site management office works under the direction of the Board of Trustees handling the day-to-day maintenance and management of Marina Point Condominium. The office is open Monday through Friday from 9:00 AM to 3:00 PM. The office is responsible for directing, controlling, and evaluating all staff; maintaining the physical plant at Marina Point; maintaining rapport between owners/residents and the management staff and assuring adherence to and enforcement of all policies and procedures of Marina Point Condominium.

If you have a problem, which you believe is a common area problem, or which will affect the common areas, you should contact the management office.

Management office address.

Marina Point Condominium
Management Office, Suite 1
2001 Marina Drive
North Quincy, MA 02171

Contact Information:

Property Manager - Mark Raimondi
Administrative Asst. - Janet Morrell
Telephone # 617-773-1112
Fax # 617-770-4976
Email janetmarinapoint@comcast.net

BOARD OF TRUSTEES

The By-Laws of the Condominium Trust provide that the management of the property is regulated by an elected Board of Trustees. The Trustees are elected by and represent all unit owners. The Board is made up of five volunteer unit owners who donate their time and effort to maintain the property. Each year at the Trust's Annual Meeting, in June, elections are held to fill vacant or expiring positions on the board.

The Current Board Members are:

Michael McNally, 1001 Marina Drive #303

Carole Bowe, 1001 Marina Drive #207

Barbara Broderick 1001 Marina Drive #113

Mark Raimondi, 2001 Marina Drive #404

Paul Wood 2001 Marina Drive #504

If you have suggestions or wish to express concerns to the trustees, please direct them, in writing, to the Management Office and they will be presented to the Board.

The times and dates of the Board of Trustees meetings are posted on the bulletin board in the lobby of each building and emailed to residents and unit owners. All residents and unit owners are welcome to attend.

ON SITE MAINTENANCE STAFF

The maintenance staff for Marina Point handles all in house maintenance issues which arise. These issues range from taking out the condominium trash to changing light bulbs, overseeing in unit construction issues, keeping all common areas clean, and other concerns which may arise. In order to properly respond to a concern, maintenance requests must be placed through the Management Office (617) 773-1112, not with the maintenance staff or with the concierge staff. The maintenance staff regular work hours are Monday through Friday 7:00 A.M.-3:30 P.M.

For all non-emergency after hour calls, weekends, and holidays an answering machine will take the messages. Please note we will not call you back, rather a work order will be placed.

If you have a maintenance emergency that requires immediate attention, please contact the concierge at either desk by dialing 773-9353 or 9354. This service is available 24 hours a day, seven days a week. When calling the concierge, please be sure to leave your name, telephone number, and the nature of the problem. They will in turn contact the proper personnel. Please do not call the concierges for non-emergency management or maintenance issues. All after hour service calls will be charged, to the unit owner, at \$120.00 an hour, plus parts if necessary.

Maintenance Office address:

Marina Point Condominium
Maintenance Office Suite 1
1001 Marina Drive
N.Quincy, MA 02171

Contact Information:

Superintendent - Alex Kayiales
Maintenance Asst. - Einar Hanson
Cleaning Staff - Benny Sanchez
Telephone # 617-773-9353
Fax # 617-773-0922

MAINTENANCE REQUESTS

How it works

Marina Point employes an in-house maintenance staff to do requested work in individual units as well as building upkeep. To initiate an in unit request please contact the management office and a work order will be issued.

"In-Unit" requests will be handled between 7:30 a.m. and 3:30 p.m., Monday through Friday. All service thereafter is considered overtime at time and one half. We are sorry, but we cannot perform these services after hours or on the weekends. Most requests will be completed within 48 hours. Obviously, we must take care of any emergencies or other repairs within the common areas, and there may be times when we might have to say no to a request.

Once the work has been completed, maintenance will leave a copy of the work order indicating that either (1) repair was made, or (2) why it could not be completed. The appropriate charge will appear on your next monthly statement as part of your common area charge. If we are unable to perform the repair there will not be a charge for visiting your unit and making this determination.

The Marina Point Condominium Trust reserves the right to refuse services to any unit owner who fails to pay for these services or is delinquent on any of his/her obligations to the trust. All labor charges are based on an hourly wage of \$60.00 per hour, with a quarter-hour minimum. Expenses for parts are not included in this rate.

The maintenance staff is not permitted to perform in-unit "side work". Please do not tip them or request that they do work on their off time.

ANY WORK DONE BY PRIVATE CONTRACTORS MUST BE PERFORMED BETWEEN 8:00 AM TO 5:00 PM MONDAY THROUGH SATURDAY. NO WORK IS TO BE DONE ON FEDERAL HOLIDAYS.

Common Repair Fees

CO/2 Smoke Alarm Combo Installed	\$100.00
HVAC Filters	\$8.00
New Screen	\$50.00
Sreen Repair	\$25.00
Water Shut Offs	\$125.00
Patio Moss Removal	\$90.00 (for one hr)

HEAT and A/C MAINTENANCE

Heat is supplied by individual, water source, eat pumps located in each unit. The maintenance and repairs of the heat pump are the sole responsibility of individual unit owners.

The source of most of the heat is a hot water loop from a gas boiler that is the responsibility of the condominium; *service within your individual units is your responsibility*. We also remind owners who leave their units in the winter months that you must leave your thermostat set at least 56 degrees in order to avoid frozen pipes. We also recommend that owners have their units inspected and serviced buy an HVAC contractor annually Filter should be changed twice a year to help the unit run more efficiently and prolong the life of the heat pump. Filters are available through the managment office for a nominal fee.

ADDITIONAL KEY REQUESTS

A highly sophisticated key sytem has been installed at Marina Point. These keys can not be duplicated using a local locksmith. In the event you lose your unit key, front door common key, storage room key or mailbox key, please contact the management office. A work order must be placed for new unit and mailbox keys where as common area keys and storage room keys are available immediately.

To order a new unit key or an additional unit key the cost is \$30.00. These keys take about two weeks to be cut and delivered to Marina Point.

If you would like a unit door lock change the cost is \$125.00 which included two new keys.

The cost for a new mailbox key is \$40.00

The cost for a common area key is \$25.00

The cost for a storage room key is \$10.00

CONCIERGE STAFF

Marina Point employs a concierge staff who monitors the lobby stations 24 hours a day.

The concierge staff and/or their supervisor should be able to assist you with virtually any situation which their duties cover. The West tower concierge can be reached at 617-773-9353. The East tower concierge can be reached at 617-773-9354. The head concierge for Marina Point Condominiums is Marie Bronski.

If you have a concern or would like to question a policy or the duties of the concierges, please contact the management office. The concierges do not make decisions independent of established policies.

CONCIERGE SERVICES

ANNOUNCING GUESTS

The concierge staff announces all guests to the residents by phoning the unit where the guest would like to visit.

This procedure ensures all guests are expected and wanted.

DRY CLEANING SERVICE

Dry cleaning drop off and pick up services are available through the concierge staff. If you are interested in this service please speak to the concierge on duty who will explain the process. Kindly pick up your returned dry cleaning as soon as possible.

KEYS AT CONCIERGE DESK(S)

As a service to the residents, any Marina Point Resident may leave an extra key to their unit at the concierge desk.** This key will be put in an envelope and locked at the desk. On the envelope you can name anyone you want to have access to your key and, thus, your unit.

**In order to leave a key, you must sign a release form which holds Marina Point Condominium staff and/or the Board of Trustees free of any responsibility for the key. The release form will be filed in the Management Office. Without a signed release form, no key can be held for any reason.

LOCKED OUT OF UNIT

If you are locked out of your unit and do not have an extra key on file with the concierge please report the incident to the concierge on staff.

During normal maintenance staff hours (7AM-3:30PM, Monday to Friday) the staff is able open the door for you at no charge. If for any reason maintenance or the marina staff is not available, you must make other arrangement.

During non-maintenance staff hours, there will be a \$20.00 for opening your unit door. A check/cash for this charge can be given to the concierge at the time or the fee can be added to your monthly condo bill.

Please note, this is a service being offered as a convenience to the community. Lockouts are not the responsibility of the Association.

You must be prepared to present positive identification.

MONITORS DOOR/GARAGE

Both concierge desks are equipped with video monitor systems which video different points of the garages, front lobbies and doors. The concierge monitors this system. This monitor system allows them to see who requesting access to the towers as well as speak to them.

The front doors and freight elevator doors are locked at all times. To gain entry into either front lobby or the freight elevator area all non-residents must be buzzed in by the concierge.

PACKAGE DELIVERIES

The concierge staff accepts and records all packages and certified mail which is delivered to Marina Point at the concierge desk.*

A tag in your mailbox key hole indicates you have a package or letter to pick up.

The concierge will retrieve your package(s) when you are ready to pick them up and will keep a record of all package both picked up and waiting to be picked up.

* a release form must be signed in order to have the concierge staff accept deliveries or mail for you. They are available from the concierge or in the management office.

PARKING PASSES

All visitors, including daily workers, must obtain a parking pass from the concierge in order to legally park in the visitor lot, which is locted between the Towers.

The on duty concierge issues parking passes and a copy of these passes are kept on file with the concierge staff to ensure there are no violations or issues.

SHUTTLE SERVICE

The businesses of Marina Bay offer *a free weekday shuttle* from Bay Marina to the North Quincy train station. The concierge can provide information on the shuttle bus stops and frequency.

There is an app BSC-Resdents /code 2721 which tracks the movement of the shuttle.

TAXI SERVICE

The concierge staff will arrange for a taxi to pick you up when needed. You may call down to the desk or ask in person.

Information on the seasonal ferry from Marina Bay is available from the concierges or online at MBFERRY.com.

PARKING

TOWER GARAGES

Parking is for residents only, or their lesee. Tandem parking is not allowed. To access the garage(s) you will need a remote. If you do not have one or lost your garage remote, please contact the Management Office immediately. The cost of replacing the garage remote is \$50.00.

All spaces are owned by either a unit owner or the trust. Only park in your deeded space. Unit owners must contact a local towing company to have a car towed if it is illegally parked in their space.

A limited number of spaces in the connector garage can be purchased or rented. Please contact the management office for details.

VISITOR LOT

The visitor parking lot is for the temporary parking of guests and service personnel of Marina Point residents. To ensure fair and equal access to the lot we have the following guidelines:

*People who wish to park in the visitor's lot (located between the East and West buildings) must get a visitor parking pass from the concierge and display it on the dashboard. Vehicles without the appropriate visitor pass are subject to towing without warning or notice.

*Visitor passes are dated and are valid for a maximum of three days.

*The visitor pass is for visitors and service personnel only. Residents are not allowed to park in the visitor parking lot and will be towed.

*Vehicles that park without a valid Marina Point visitor pass will be towed at the owner's risk and expense.

*Vehicles that park in handicapped spaces without handicapped license plates or placards will be towed at the owner's risk and expense.

*Chapman's Reach Condominium, not by Marina Point, controls parking along Marina Drive. If you park along Marina Drive you are doing so at your own risk.

CIRCLE PARKING

The loading area, which is the circle facing the entrances of either Tower, is where UPS/FedEx and the mailman park to make their deliveries. Residents are allowed to leave their car there and "run up to their unit" but parking is not allowed. **Cars can be parked there for no more than ten (10) minutes.** Cars are not allowed to idle as it can disturb units in the proximity. Please do not block the uncurbed entrance area. Violators of this policy are subject to towing.

ADDITIONAL PARKING

A few parking spaces are available for sale or rent in the connector garage only. Please contact the office for information.

Overflow visitor parking is available behind 500 Victory Rd. on a first come first serve basis. This lot has no affiliation with Marina Point.

ELEVATORS

There are three elevators in each tower.

MAIN LOBBY ELEVATOR

Please be mindful, the lobby elevator is mainly for "people" use. Please do not bring loads of garbage, big overflowing carts full of items, etc. into this elevator. There are two other elevators located on either side of either tower which should be used.

FREIGHT ELEVATOR USEAGE

CONTRACTORS

All contractors must use the freight elevator when bringing any supplies or tools to a unit. The freight door must not be propped open when unattended.

FURNITURE, APPLIANCES, RUGS AND OTHER BIG DELIVERIES OR REMOVALS

If you purchase an item or items that have to be delivered using the freight elevator, you must make arrangements with the management office. These type of deliveries can be made Monday to Saturday between the hours of 8A.M. and 5 P.M. You cannot have any deliveries made on Sundays or Federal Holidays. You can not have anything delivered on the day a move is being done in your building. The freight elevator is locked for the move and is not available. No Exceptions.

OUTSIDE CLEANING COMPANIES

If you hire a cleaning person or company, they **MUST USE THE FREIGHT ELEVATOR TO BRING IN THEIR SUPPLIES**. The concierges are aware of this policy and must enforce it. The lobby elevator is not to be used.

UNIT OWNER/RESIDENT MOVE IN/OUT

All moves must be done using the freight elevator only!

MOVING HOURS AND PROCEDURES

Any resident moving into or out of Marina Point must schedule the move in advance with the management office only. Moving reservations will be made on a first-come first served basis. The management office may have to deny or reschedule a move if a reservation has not been made.

To minimize disruption to existing residents, all moves must be conducted within the hours of 8:00 A.M. and 5:00 P.M., Monday through Saturday. If your move is not done by 5:00 PM you must reschedule another day. No moves of any kind are allowed on Sundays or designated Federal Holidays. Only one move per building will be scheduled each day.

Moves are defined by a change in residence. There is a non-refundable fee \$200, to move in or out of the building.

Professional moving companies must provide Marina Point with a certificate of insurance naming Marina Point as an additional named insured. Certificates must include automobile liability coverage as well as general liability coverage. The person moving in or out of the building is responsible to obtain this certificate and deliver it to the management office, in advance of the move. Any damage to the common areas of Marina Point, either by the moving company or the resident, is the responsibility of the resident, or unit owner. Should there be any damage all costs associated with repairing the damage will be assessed to the unit owner where the move is taking place.

GENERAL INFORMATION

EXTERMINATOR SERVICE

The Trust has the common areas exterminated on a scheduled basis. If you notice pest problems in the common areas, please contact the management office.

FOOD DELIVERIES

The concierge will call you when food is being delivered. The food can be delivered to your unit.

LAUNDRY

There are laundry connections in each unit. Please only use HE detergent in your machines. Neither tower has a "common area laundry room".

LOST AND FOUND

Items either lost or found can be left with the concierge on duty or in the management office.

RECYCLING

Recycling bins located on the P1 level of both garages. Only paper, magazines, newspapers and cardboard boxes may be recycled. Please be sure to break down all cardboard boxes you wish to recycle. If you wish to recycle any other items please check the City of Quincy website www.quincyma.gov for drop off locations. NO TRASH PLEASE

STORAGE BINS

Storage areas are located on both the P1 and P2 levels of the east and west garages. Each unit has a specific bin deeded to them and this is the only bin which should be used.

In the P2 garage of both towers there are a few built-in storage bins for rent at \$75.00 month. There are also a limited number of "on floor" storage rooms for rent in each tower on each floor. If you are interested in additional storage options please call the office. There is a wait list for the on floor storage.

TRASH

Household trash placed in trash bags which are tied can be placed down the trash chutes between the hours of 8:00 AM-10:00 PM. Trash chutes are located in the trash closets of each building. Look for a blank door without locks. The trash compactor chutes are designed for bags from the kitchen or wastebaskets, NOT BOXES OR VENETIAN BLINDS. When disposing of glass items please make sure the bag is securely tied and wrap the items with newspaper, if possible, to avoid shattering.

All furniture, appliances (including toilets) and larger items must be disposed of by individual unit owners. They cannot be left in the recycling area. The City of Quincy's website: www.quincyma.gov has information on where and how to dispose of these items.

WINDOWS

The windows and balcony doors have specific procedures for opening and closing. To Lock: Handle straight down to 6 o'clock, To Let some air in: handle straight up to 12 o'clock. To Open Wide: Handle at 3 o'clock or 9 o'clock depending on hinge placement.

FIRE ALARM PROCEDURES

Know the fire exits from your unit, so you are always prepared in the case of an emergency.

If you burn something in your oven or toaster, Do Not Open Your Entrance Door as this may cause the fire alarm system in the entire building to activate. If you need to open something to ventilate your unit, make sure it is only the patio door or your windows. Also, please call the concierge and let them know you burnt something.

In the event of a fire alarm you need to personally assess what the best course of action is; the following are some general suggestions.

1. Residents should leave the building by the closest exit each time a fire alarm sounds, unless fire or smoke prevents you from doing so. Find the next closest exit. Please exit in a calm, orderly fashion via the stairwells marked with EXIT signs. Please stay to the right on the stairways, using the railings.
2. DO NOT USE THE ELEVATORS TO EXIT THE BUILDING. When a fire alarm sounds, the elevators automatically return to the lobby levels. They Will Not Respond.
3. It is suggested all residents gather at the fountain located at the exterior plaza level of the buildings; do not gather at the landing of the stairwells.
4. When it is safe to return to the building, the fire department will notify you.
5. The concierge on duty does not have the authority to inform a resident whether it is a false alarm unless he/she is expressly instructed to do so by the Fire Department.
6. When the fire alarm sounds, the concierge on duty is required to follow strict protocol. PLEASE DO NOT CALL THEM. **It is imperative that the phone lines to the front desk remain open.**

EVACUATION FOR RESIDENTS THAT NEED ASSISTANCE

In case of an alarm or a fire call 911 immediately, indicate your location, and inform the emergency operator that you are handicapped and need assistance to evacuate.

We maintain a list of residents that have told us they require assistance during a fire emergency at each front desk. This list does not mean you do not have to call 911. **EACH TIME THERE IS AN EMERGENCY, YOU MUST CALL 911 FOR ASSISTANCE.**

PLEASE CALL THE CONCIERGE IF YOU CALL 911 to let them know.

BALCONIES/PATIOS

Each unit either has a balcony or patio that is for the exclusive use of the unit owner. However, your balcony or patio is common area and is subject to the all the restrictions in our condominium documents. We especially remind owners that drilling through or attaching anything to the aluminum panels, siding, windows, and doors is prohibited.

The following is taken directly from Marina Point's Master Deed, Section 7.5, page 13:

7.5. Architectural Integrity. The architectural integrity of the Buildings and

Units shall be preserved without modification and, to that end, and without limiting the generality of the foregoing, no awning, screen, antenna, sign, banner, lighting fixture or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon, or attached to any Unit or any part of any Unit, including, without limitation balconies, decks or terraces. In addition, no addition to or change or replacement of any exterior light fixture, door knocker or other exterior hardware, and not painting, attaching decal or other decoration shall be applied to any exterior part or surface of any Unit, including, without limitation balconies, decks or terraces, or on the interior surface of any window.

Grills;

Gas barbeques are strictly prohibited by the City of Quincy; however, you can use electric grills. The only exception to this is that owners of the first floor patios are allowed to have gas grills as long as they are stored and used at the furthestmost point away from the building on your patio.

Furniture and other items need to be secured on your balcony/patio so in the event of a heavy wind they do not blow around and cause damage to the building or other units.

If you are a smoker, please use the appropriate receptacle to dispose of all smoking materials. Do not discard smoking materials off your balcony.

Deck Cleaning;

All decks and patios must be kept clean of moss and grass. By June 1st of each year the decks must be cleared of all moss and grass or the maintenance staff will clean it for you at a cost of \$60.00/hour plus the cost for chemicals. This charge will be automatically added to your condo bill.

Painting Decks;

If you wish to paint your deck you can not change the color. Marina Point Condominium provides the only paint which can be used for the floor and ceiling at no additional charge. The railings cannot be painted. Please contact the management office and the paint will be dropped off for you. The Marina Point Condominium does not paint the decks for you.

First floor residents are not allowed to hop over patios to access their unit.

HOSPITALITY ROOM

A function room is available to residents of Marina Point Condominium. There is a **\$250.00 refundable security deposit** and a **\$100.00 non-refundable cleaning fee** that is required for each function room reservation. The security deposit and cleaning fee must be submitted to the management office along with a signed function room agreement no later than 3 p.m. on the last business day before the function. The security deposit will be refunded to the resident providing there are no damages to the common areas as a result of the function. The Board of Trustees will deduct the appropriate amount from the deposit to pay for any resulting damages. If the damages exceed the \$250 security deposit, the remaining charges will be billed to the unit owner's condominium account.

The \$100.00 non-refundable cleaning fee is strictly for general cleaning only. MPCT will be responsible for trash removal, vacuuming, bathroom cleaning, and stove cleaning only. All catering, leased furniture, and catering equipment must be removed immediately after the function. Please do not leave any dishes in the sink or dishwasher. Please do not use any supplies that are in the cabinets.

USE OF ROOM: Social receptions or parties only.

If you are interested in renting out the hospitality suite please contact the management office to inquire. Reservations for the room are on a first come, first serve basis. Only one party is allowed daily.

FITNESS ROOM

There is a well-equipped fitness room located in the East Building. The yearly membership fee is \$48.00 with an addition one time joiners fee of \$125.00. This yearly fee (\$48) facilitates keeping the equipment in good condition, and enables the purchase of additional equipment. Residents may sign up for the fitness center at any time throughout the year in the management office but the membership fee of \$48.00 is billed each August 1st. Your membership will automatically renew every August 1st once you sign a release form when joining the fitness room.

Marina Point Fitness Center Policies

- It is against Condominium policy for any person to use this equipment without first signing the Rules and Waiver Form.
- No street clothes.
- Shirts must be worn at all times.
- Only sneakers are to be worn.
- You must wipe down the equipment after each use.
- No slamming or abusing equipment.
- Free weights must be returned to their proper places.
- 30 minute time limit per machine, per person, when people are waiting.
- No food or beverages, other than water and sports drinks are permitted.
- Proper behavior is expected at all times.
- No one under the age of eighteen (18) is permitted to use the equipment.
- Please turn off TV and lights before leaving fitness room.
- Residents are permitted one (1) guest per visit.

There is no attendant on duty. Residents use the Fitness Center at their own risk.

LEASING OF UNITS

The following policy regarding Leasing/Renting of Units at Marina Point has been established for the benefit of all owners. This policy is administrative in nature, but is based on Article 7.4 (Leasing) of the Master Deed of the Marina Point Condominium. Article 7.4; as follows:

*“The Units shall be subject to the further restriction that, unless approved in writing by the Trustees, no Unit shall be rented, let, leased, or licensed for use or occupancy by anyone other than the Unit Owners except for period of one (1) year or more. In all instances, Units may only be rented, let, leased or licensed to persons who have first been approved in writing by the Trustees; provided, however, that such right of approval by the Trustees shall not be exercised so as to restrict use of the Units because of race, religious creed, color, national origin, sex, age, ancestry or marital status, nor shall such approval be otherwise unlawfully or unreasonably withheld or delayed by more than ten (10) days. **Notwithstanding any such rental, letting, leasing, or licensing, Unit Owners shall maintain electric service in their Units in their own names.** Those people to whom Units are rented, let, leased, or licensed must comply with the provisions of this Master Deed, the Declaration of Trust and the Rules and Regulations. The provisions of this paragraph are subject to the right of Declarant set for in this Article 7.”*

Should an owner decide to lease his or her unit they must provide to the Management Office, for approval by the Trust, the following:

1. A signed copy of the rental/leasing agreement between the prospective tenant and the unit owner. All agreements must be for a minimum of (1) one year. All agreements must have appropriate language that refers to Marina Point as a condominium and that all occupants are subject to the Master Deed, the Declaration of Trust and the Rules and Regulations of the Marina Point Condominium. The following is suggested language:

“This lease is subject in all respects to the master deed, by-laws, rules, and regulations and all other constituent documents of Marina Point Condominium, as the same may from time to time be amended. Tenant expressly covenants and agrees to perform all obligations set forth in said Condominium documents with respect to the operating and maintenance of the Premises and otherwise applicable to the unit owner thereof, not to do or permit to be done any act or thing in violation of said Condominium documents nor to require Landlord to do or perform any act or thing not authorized or permitted by the terms thereof. Whenever the obligations of the Landlord to Tenant would depend in whole or in part upon the obligations of the organization of unit owners of the condominium or its trustee, agents, contractors or employees to Landlord, Landlord shall use reasonably diligent efforts to obtain appropriate action on the part of said organization or trustees, agents, contractor or employees”

2. An updated unit owner questionnaire containing basic information (names and phone numbers) of all proposed occupants of the unit. The form must be completed in its entirety and include updated information on the unit owner, such as phone numbers or mailing addressees.

INSURANCE

In accordance with the Master Deed, Declaration of Trust (Section 3) and By-Laws, of the Marina Point Condominium Trust the Board of Trustees are responsible for obtaining and maintaining master insurance coverage for the buildings and the common areas. Not only do the By-Laws determine the minimum types and limits of coverage, they also prescribe the breadth of coverage that must be provided. Some of the coverage's required are:

- Building (real property and common area "personal property")
- General Liability
- Fidelity/Crime
- Directors and Officers
- Boiler & Machinery
- Workmen's Compensation

Under the building coverage the most comprehensive coverage is known in insurance parlance as "all-in" coverage, and this is what Marina Point has. In general terms "all-in" means that all property in the condominium is insured against covered causes of loss subject to certain deductibles.

Within "all-in" coverage, flooring, wall-to-wall carpeting, wall finishes, appliances, and cabinets are covered within individual units as long as it is the **original "fit and finish"**. However, coverage of personal possessions such as furniture, clothing, jewelry, and artwork is excluded.

The buildings are valued on a replacement cost basis, which is frequently updated through an outside insurance appraisal service. In arriving at a replacement cost for the buildings it is assumed, and the condominium documents require so, that the units contain the original "fit and finish". In order for you to protect your own interests, you should have a homeowners 6 condominium owners (HO-6) insurance policy covering your unit.

The following are some highlights of a typical HO-6 policy:

Coverage A - Dwelling, Improvements, and Betterments:

If an owner makes improvements to his unit or if a person buys a unit, which has had improvements made to it by a previous owner, these improvements should be insured at 100% of their current replacement cost. Marina Point's master insurance policy (as of the date of this handbook) has a **\$25,000 deductible for most losses, but contains a \$25,000 deductible, per unit per claim, for all types of water losses**. As stated above, you should insure under this section of the policy for 100% of the value of your improvements and betterments but, in any case you should insure for at least \$25,000 because of the deductible contained in the policy. Please make sure that your policy has Coverage A, an "all risk" endorsement, so that you have the broadest coverage possible for losses to your improvements and betterments. Mold coverage is not provided in the master insurance policy, and is now limited under most HO-6 policies or in some cases it is not offered at all.

Coverage C - Personal Property:

Items, such as clothing, furniture, televisions, etc., should be insured for replacement cost under this section of the policy. Special limitations apply to property such as jewelry, business equipment, and silverware. Jewelry and silver, as well as fine arts (oriental rugs and paintings) should have an up-to-date appraisal and be insured under a special "all risk" form.

Coverage D - Loss of Use:

Loss Assessment Coverage:

If Marina Point were to assess because of an insurance deficiency in the master policy and your individual homeowners' policy, for a loss that would have been covered under the master insurance policy, this coverage, under certain conditions, would pay the assessment. If the assessment is because of a deductible under the policy then your limit of reimbursement would be \$1,000. Normally \$25,000 of coverage is included in the policy but you can buy, as an example, \$50,000 for an additional premium of approximately \$50.00.

Coverage E - Personal Liability:

This section of the policy covers for your legal liability if you cause bodily injury or property damage. The coverage provided should be at least \$300,000. An Umbrella liability policy can be written on top of this in the amount of \$1,000,000 or more, and it will provide liability coverage above your personal liability policy as well as above your automobile or watercraft liability policies.

Special Note:

If you rent your condominium, you will need an endorsement to your HO-6 policy. Contact your agent to discuss this coverage. If you are a renter, you should purchase a Homeowner's 4 policy to cover your interests while renting.

In the Event of a Loss:

Please report all losses to both your homeowner's insurance agent and the Marina Point Condominium at (617) 773-1112. Remember, if your loss does not exceed the deductible under Marina Point's master insurance policy, more than likely there will not be coverage available under the master policy.

Questions:

Should you have any questions regarding the master insurance policy or your individual coverage, or if you or your mortgage company needs a certificate of insurance, please call Rodman Insurance at 781-247-7800.

***DISCLAIMER:** Any and all incidents of loss will be evaluated by the insurance carriers on the basis of facts and circumstances involved. The general statements made in this resident's handbook are intended for informational purposes only and should not be constructed by any party to obligate any insurance carrier, Marina Point Trustees, the Condominium Association to honor a specific claim or property loss. It is the responsibility of every unit owner to purchase appropriate insurance coverage.*

**MARINA POINT CONDOMINIUM TRUST RULES AND REGULATIONS, AS
INCORPORATED INTO THE DECLARATION OF TRUST**

1. No part of the condominium shall be used for any purposes except those set forth herein and in the Master Deed.
2. There shall be no obstruction of the common areas and facilities without the prior consent of the Trustees, except as expressly provided herein. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own unit in accordance with the provisions herein and in the Master deed.
3. Nothing shall be done or kept in any unit or in the common areas and facilities which will increase the rate of insurance of the building of the condominium (“the condominium building”), or contents thereof, applicable for residential use, without the prior written consent of the Trustees. Nothing shall be done or kept in any unit or in the common areas and facilities which will result in the cancellation of insurance on the condominium building or the contents thereof, or which would be in violation of any law.
4. No Unit Owner shall cause or permit anything to be hung or displayed on the outside of windows or placed on the outside of walls, railings, patios or doors of the condominium building or unit, and no sign, awning, canopy, shutter, or radio or television antenna placed upon the exterior walls, railings or doors, or any part thereof, or exposed on or to any window, without the prior consent of the Trustees. No Unit Owner will be allowed to put his name in any entry passageway, vestibule, hall, elevator, or stairway of the condominium building, except in such place designated by the Trustees or in the mailbox provided for the use of the unit (the print of such name to be in a size and style approved by the Trustees).
5. No motorcycles, motorbikes, mopeds, and other similar vehicles are permitted in the condominium parking garage, nor shall any such vehicle be permitted for recreational use on any portion of the “Premises” as that term is defined in the Master Deed.
6. No clothes, sheets, blankets, laundry, rugs or any kind of article shall be hung out of, nor shall any rugs or mops be shaken from, the windows, sliding doors, or any unit or the condominium building, or exposed on or in any part of the common areas and facilities (including without limitation balconies and balcony railings). The common areas and facilities shall be kept free and clear of rubbish, debris, and other unsightly materials and no garbage cans shall be placed in the halls or in the staircase landings of the condominium building.
7. Except in areas designated by the Trustees, there shall be no playing, lounging or parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches, or chairs in any part of the common areas and facilities.
8. Nothing shall be altered in, constructed in, or removed from the common areas and facilities except upon the written consent of the Trustees.
9. No part of the common areas and facilities of the condominium shall be decorated or furnished by a Unit Owner in any manner without the prior written consent of the Trustees.

10. Each Unit Owner shall keep his unit, parking garage space, and storage cubicle, and any balcony, deck, terrace, or easement, in a good state of preservation and cleanliness and therefrom, or from the doors or windows thereof, any dirt or other substance. The toilets and other water apparatus shall not be used for any purpose other than for which they were constructed, and no sweepings, rubbish, rags, or paper should be disposed of in the plumbing system of the condominium building. Misuse shall be paid for by the Unit Owner who has caused it.
11. All radio, television or other electrical equipment of any kind or nature installed or used in each unit shall fully comply with all the rules, regulations, requirements, or recommendations of the Board Of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by a radio, television or other electrical equipment in such unit.
12. The volume of television sets, radios, phonographs, musical instruments and the like shall be kept down between 10:00 P.M. and 8:00 A.M., and shall at all times be kept at a sound level which will not disturb or annoy the occupants of the other units.
13. Except as may be indicated to the use of units as permitted by the Master Deed, no noxious or offensive activities shall be carried on in any unit, or in the common areas and facilities, nor shall anything be done therein, either willfully or negligently, which may become an annoyance or nuisance to the other Unit owners or occupants. Subject to the foregoing, no Unit Owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors, and licensees, nor shall any Unit Owner do not permit anything by such persons which will unreasonably interfere with the rights, comfort or convenience of other Unit Owners or occupants.
14. Persons who are 14 years of age or younger shall not be permitted to use the recreational facilities of the condominium unless the are under the supervision of an adult Unit Owner or lawful occupant over the age of 21 years, except in such cases and under such conditions as the Trustees may from time to time establish.
15. All deliveries shall be made directly to the concierge located in the lobbies of each tower of the condominium building. Deliveries to the individual units are expressly prohibited. All large deliveries, specifically including items or personal property being moved out of units, must be made through the service entrance located near the parking garage doors, and such deliveries may be transported by elevator only in the freight elevator. In such cases where it is impractical for large deliveries to be made directly to the concierge. All deliveries must use the service elevator, and must be reserved with the management office.
16. The agents of the Trustees or the managing agent, and any contractor or workman authorized by the Trustees or the managing agents, May enter any room or unit in the condominium building at any reasonable hour of the day after notification (except in case of emergency) for the purpose of inspecting such unit and for the purpose of taking such measures as may be necessary to control or exterminate vermin, insects, or other pests. It is standard practice to call up to a unit before entering, and leave a message if no one is at home explaining why the unit is being entered in case of emergency.
17. Any maintenance, repair or replacement of common areas and facilities which is the responsibility of the Unit Owners pursuant to the Master Deed of the Declaration Of trust

shall be done only by the contractors or workmen approved by the Trustees. No unauthorized person, including a Unit Owner, shall be permitted on the roof of any condominium building without the prior consent of the Trustees.

18. No Unit Owner or occupant or any of his agents, servants, employees, licenses, lessees, or visitors shall at any time bring into or keep in any unit any flammable, combustible, or explosive fluid, material, chemical, or substance, except such lighting and cleaning fluids that are customary for residential use. Neither propane nor charcoal grill are permitted on the property, only electrical grills are allowed.
19. If any key or keys are entrusted by a Unit Owner or occupant to anyone, not limited to the following-any member of the family, his agent, servant, employee, licensee, lessee, or visitor to Trustees or any agent or employee or the Trustees for any unit, automobile or other item or personal property, the acceptance of the key shall be at the sole risk of such Unit owner or occupant. Any such Trustee, agent, or employee shall not be liable for injury loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.
20. Any Unit Owner who plans to be absent from his unit for a period of more than one week must notify the Trustees of such absence. The Trustees shall have the right to enter any unit from which the unit owner is absent for such an extended absence for the purpose of insuring that the temperature of such unit complies with the provisions of section 7.5 of the Master Deed, which requires that all units complies with the provisions of section 7.5 of the Master Deed, which requires that all units be heated at all times to maintain minimum unit temperature of 55.
21. The Trustees or their designated agent shall retain a passkey to each unit, unit locker, or storage space. No unit owner shall alter any lock or install a new lock on any door to a unit, locker, or storage space without the written consent of the Trustees. Incase such consent is given, the Unit Owner shall provide the Trustees, or their designated agent, with an additional key pursuant to the Trustees' right of access to the unit, locker or storage space, as applicable.
22. All personal property of the unit owners in the units, lockers, storage spaces and elsewhere in the condominium shall be kept there at the sole risk and responsibility of the respective unit owners, and neither the Trustees, nor their respective successors or assigns shall bear any responsibility thereof.
23. Each Unit Owner assumes responsibility for his own safety, actions, and conduct, and that of his family, guests, servants, employees, licensees and lessees.
24. Any consent or approval given by the Trustees under these Rules and Regulations may be added to, amended, or repealed at any time by the trustees.
25. Any visitor of a Unit Owner or other occupant of a unit shall be announced to such Unit Owner or occupant by the concierge of the condominium via an installed telephone system prior to being admitted into the building. The access of the Unit Owners and occupants to the building shall at all times be controlled by keys or other security devices, and access of Unit owners and occupants and other persons entitled to use the parking garage shall be controlled by a key, access card or other controlled security device.

26. As is provided in section 7.11 of the Master Deed, no pets are allowed in any unit or in the common areas. The Trustees may fine any unit owner causing, permitting, or whose family, guests, servants, employees, licensees or lessees cause or permit a violation of this prohibition in the amount of Two hundred and fifty (\$250.00) dollars per week.
27. The Trustees may at any time and from time to time amend, alter, add to or change the rules and regulations in accordance with the provisions of Section 1 of Article VII of the Trust

The Trustees shall have the non-delegable right at any time and from time to time to adopt, amend and rescind administrative rules and regulations governing the details of the operation and the use of the common areas and facilities the exclusive benefit of which is for one more unit. A majority of the Unit owners present in person or by proxy at a duly held meeting of Unit owners (as provided in Section 7B of the article V) may overrule the Trustees. Copies of such administrative rules and regulations and any amendments thereof shall be furnished by the trustees to each Unit Owner not less than fifteen (15) days prior to the effective date thereof.

The rules and regulations, as from time to time amended, and the administrative rules and regulations of the Trustees shall be enforced by the Trustees. The trustees may eliminate any violation of such rules and regulations and the cost and expense of eliminating same shall be chargeable to the unit owner who himself or whose family, servants, employees, agents, visitors, lessees, or licensees are responsible for such violation, and which cost and expense of elimination shall be payable by the unit Owner of such unit upon demand, and until same is paid by such Unit Owner shall constitute a lien against such unit pursuant to the provisions of this paragraph and section of said Chapter 183A. the Trustees may also fine such Unit owner for such violations and such fine shall constitute a portion of such unit upon demand and until same is paid by such unit pursuant to the provisions of this paragraph and section 6 of said chapter 183A.



IN UNIT CONSTRUCTION FORM

MARINA POINT CONDOMINIUMS 2001
MARINA DRIVE SUITE #1 NORTH
QUINCY, MA 02171 617-773-1112
617-770-4976

----PRIOR TO BEGINNING WORK IN YOUR UNIT----

Before beginning any "in unit construction" the following paperwork must be provided to the Marina Point Management office by the unit owner(s);

- A completed "in unit construction form" detailing the work being done in your unit and who will be working in your unit. "In unit construction forms" can be downloaded from the website (marinapointcondominium.com) or are available in the Marina Point management office.
- A copy of your contractors "Certificate of Insurance" with workman's compensation insurance coverage clearly showing the insurance company information.
- A copy of your contractors "Contractor's License" for the work they are doing

The paperwork can be hand delivered to the Marina Point management office, left with either towers concierge staff or submitted via email to janetmarinapoint@comcast.net. Once all paperwork has been submitted, the Marina Point property manager and maintenance staff will review your paperwork and you will be notified if and when you are approved to begin work. **ABSOLUTELY NO WORK CAN BEGIN IN YOU UNIT UNTIL YOU HAVE BEEN NOTIFIED VIA EMAIL OR IN WRITING YOU HAVE APPROVED.**

----RULES AND REGULATIONS FOR IN UNIT CONSTRUCTION----

Once approved by "Marina Point Condominium" to begin in unit construction you must comply with the following rules and regulations that govern construction work in your unit at Marina Point. These regulations are not intended to restrict your ability to renovate or repair your unit, but to assist you and your contractor with the logistics of performing construction work in an occupied multi-family building. Your full cooperation and adherence to these rules and regulations will help your anticipated project move forward smoothly.

1. You cannot under any circumstances drill through or attach anything to the aluminum panels, windows, doors or other common area materials on the exterior/interior of the building or your unit.
2. If you are removing or cutting into any interior/exterior walls of your unit you must verify with a licensed professional engineer or other appropriate individual (not Marina Point's maintenance staff) that there are no structural components, pipes, wires or anything else in these walls. You cannot remove or make any renovations to the walls that abut another unit.
3. All contractors must sign in each time (day) they are in the building. Work hours are limited to Monday-Saturday 8:00 A.M. to 5:00 P.M. **No work can be done on designated FederalHolidays.**
4. **No construction workers, equipment, or materials are allowed on the passenger elevator. The freight elevator is the only elevator that they may use.** You must make advanced reservations with the management office to use the freight elevator.

5. You are responsible for the daily, and more often if needed, removal of all trash and construction materials from the building. You cannot use Marina Point's trash bins or dumpsters. You cannot store materials in the common hallways, elevator landings or the garage, even on a temporary basis. If your contractor will need a dumpster it must be coordinated through the management office.
6. You are responsible to make sure that your contractor protects the common hallways, elevators, etc. You are responsible to make sure that the common hallways and other areas are clean and free of debris, at all times. If during the day your contractor happens to make a mess in the hallways you must immediately clean up the mess. If Marina Point has to clean up after your contractor you will be charged \$60.00 an hour for the cleaning services.
7. If you need to shut down the water in your unit you will need to give the management office 5 days advanced notice. **Please call the management office at 617-773-1112 to make an appointment and confirm a shutdown is actually needed.** Shut downs are scheduled on Tuesdays, Wednesdays and Thursdays from 10:00 A.M. to 2:00 P.M., and cannot last for more than an hour. **The cost for a shutdown is \$125.00.**
8. The Marina Point master deed prohibits anything being built onto your deck or patio.
9. If you are going to install a tile or wooden floor you must install a sound deadening material with an **IIC of 62 and above** to prevent noise from being transmitted from your unit to other units. An underlayment similar to Bellawood Premium underlay must be placed on your concrete floor before installing a tile or wooden floor. We are not recommending either product, only suggesting they make excellent sound deadening products). You must take photographs of the installation, with a member of the Marina Point staff present to show you have installed the proper sound barrier. These photographs will be kept in our unit file in the Management office.
****Before any work can be approved by Marina Point you must provide a sample and spec sheet on the sound deadening material your contractor is using as the underlayment.****
10. If you or your contractor are using any chemicals, paints, floor finishing materials, solvents, adhesives, etc. they must be water-based and comply with the Commonwealth of Massachusetts, Department of Environmental Protection, 301 CMR 7.00 and 310 CMR 7.25. MSDS sheets must be provided on all these types of materials being used, in advance of approval of your work. **No petroleum based materials may be used.**
11. By granting approval for the work as specified on the attached description of your project, your work is limited to the unit indicated below. Any work outside of the confines of this unit, which affects the common areas of the building or another unit, is **prohibited**. You must be granted written approval by the management office to do work in the common area or another unit. You cannot make changes to plumbing, electrical, ventilation, HVAC, or other systems that affect another unit or a common area.
12. The common area unit door (unit front door) **must be kept closed at all times** when working inside of any unit. This prevents odors, noises and dust from traveling into the hallways.

