

COMMONWEALTH OF MASSACHUSETTS

SALE OF REAL ESTATE
UNDER M.G.L.c.183A:6

By virtue of Judgment and Order of the Orleans District Court (Docket No. 2426CV000099), in favor of TRUSTEES OF MARINA CONDOMINIUM CLUB CONDOMINIUM TRUST against TOM OSBORN, ET. AL. establishing a lien pursuant to M.G.L.c.183A:6 on the real estate known as UNIT #22, 141 ROUTE 28 of the MARINA CONDOMINIUM CLUB for the purposes of satisfying such lien, the real estate is scheduled for Public Auction at 12:00 O'CLOCK NOON ON THE 9TH DAY OF SEPTEMBER, A.D. 2025, AT UNIT 22, 141 ROUTE 28, WEST DENNIS, MASSACHUSETTS. The premises to be sold are more particularly described as follows:

UNIT: 22 PERCENTAGE INTEREST: 6.45%

The UNIT is laid out as shown on the Master plan recorded with said Master Deed and to which is affixed a verified statement in the form provided for in M.G.L. Chapter 183A, Section 8 and 9 and as laid out in the Unit Plan attached hereto as Exhibit A.

The UNIT is conveyed together with the above-listed PERCENTAGE INTEREST (a) in the common areas and facilities of the marina Condominium Club as described in the Master Deed, and (b) in the Marina Condominium Club Condominium Trust, recorded concurrently with said Master Deed in said Registry of Deeds (the "Marina Condominium Club Condominium Trust"), as such may be amended by instruments of record, and with the exclusive rights and easements as described in said Master Deed. See Plan Book 592, Page 71-72.

The UNIT is conveyed together with an easement, as an appurtenance to the subject unit, for the exclusive use of Parking Space 110 as shown on the plan referred to in the Master Deed. The parking space is to be used for the parking of not more than one (1) private passenger vehicle and not for trucks or other vehicles or items except with the prior written permission of the Trustees of the Condominium Trust.

The UNIT shall not be used or maintained in a manner inconsistent with the provisions of the Master Deed, or this Unit Deed, or the Marina Condominium Club Condominium Trust and By-Laws and Rules and Regulations (the "By-Laws") thereto, as the same may from time to time be amended including but not limited to the following provisions:

- The Unit is solely to be used for single-family residential purposes in accordance with the By-Laws of the Condominium Trust. No business activity of any nature may be conducted in the UNIT.

- The Unit shall not be occupied between December 1st of one year and the last day of February of the following year.
- The UNIT may be leased or rented for periods of not less than one week to persons other than the owners thereof, subject to the Town of Dennis codes, laws, rules and regulations governing rentals and the number of persons who may occupy the UNIT, and on the further condition that no sub-leases, sub-rentals, or sub-tenancies shall be allowed.
- No more than two (2) usual household pets may be kept or permitted in the UNIT during the respective owner's occupancy. In no event, except for a guide dog for the blind, shall tenants, guests or non -owner occupants of a UNIT keep, allow to be kept or have any animals, including dogs and cats, of any size.

The GRANTEE acquires the UNIT with the benefit of, and subject to, the provision of M.G.L. Chapter 183A, relating to condominiums, as that statute is written as of the day hereof, the Master Deed and the Condominium Trust as referred to above as the same may be amended, and any By-Laws and Rules and Regulations from time to time adopted thereunder, and all matters of record stated or referred to in the Master Deed as completely as if each were fully set forth herein; and subject to real estate taxes attributable to the UNIT which are not yet due and payable.

For Grantor's title see deed to TOM OSBORN dated July 20, 2004 and recorded with the Barnstable District Registry of Deeds in Book 18892, Page 98.

In the event of a typographical error or omission contained in this publication, the description of the premises contained in said Unit Deed shall control.

- TERMS OF SALE:
1. A non-refundable deposit payable in cash, certified or bank check in the amount of Five Thousand (\$5,000.00) Dollars for the unit shall be payable at the Auction.
 2. The balance of the purchase price is to be paid within thirty (30) days of the auction.
 3. An Auctioneer's Release Deed will be issued to the purchaser, upon payment of the balance of the purchase price, within thirty (30) days of auction. The Deed shall convey the premises subject to, and with the benefit of, all restrictions, easements, improvements, outstanding tax titles, municipal or other public

taxes, assessments, liens, or claims in the nature of liens, and existing encumbrances of record senior to the lien, whether or not reference to such restrictions, easements, improvements, outstanding tax titles, municipal or other public taxes, assessments, liens or claims in the nature of liens or encumbrances is made in the deed.

4. Additionally, and not by way of limitation, the sale shall be subject to and with the benefit of any and all tenants, tenancies, and occupants, if any.
5. No representation is or shall be made as to any amount of taxes due and outstanding.
6. The successful bidder shall pay the future condominium common charges commencing with the date of the auction.
7. No representation is or shall be made as to any other mortgages, liens, or encumbrances of record.
8. No representation is or shall be made as to the condition of the Premises or the Condominium. The Premises shall be sold "as is".
9. Other items, if any, shall be announced at the sale.

10. The sale is subject to and in accordance with the Judgment and Order, a copy of which may be obtained from the seller's counsel, Attorney Pamela M. Jonah, Marcus, Errico, Emmer & Brooks, PC, 45 Braintree Hill Office Park, Suite 107, Braintree, MA 02184, (781) 843-5000.

MARINA CONDOMINIUM CLUB
CONDOMINIUM TRUST,

For the Trustees,
By its Attorneys

MARCUS, ERRICO, EMMER
& BROOKS, PC

Pamela M. Jonah, Esq.
BBO#567289
45 Braintree Hill Office Park, Suite 107
Braintree, MA 02184
(781) 843-5000

Dated: _____