

COMMONWEALTH OF MASSACHUSETTS

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

By virtue of Judgment and Order of the Quincy District Court (Docket No. 2456CV001797), in favor of TRUSTEES OF THE WEYMOUTH GLEN CONDOMINIUM TRUST against ESTATE OF JUDITH A. LEPINE establishing a lien pursuant to M.G.L.c.183A:6 on the real estate known as UNIT #325, 573 BROAD STREET of the WEYMOUTH GLEN CONDOMINIUM for the purposes of satisfying such lien, the real estate is scheduled for Public Auction at 11:00 O'CLOCK A.M. ON THE 26<sup>TH</sup> DAY OF AUGUST, A.D. 2025, AT UNIT 325, 573 BROAD STREET, WEYMOUTH, MASSACHUSETTS. The premises to be sold are more particularly described as follows:

The post office address of the Unit is 573 Broad Street, Weymouth, Massachusetts 02188.

Said Unit is conveyed together with:

1. An undivided 1.11% interest appertaining to said Unit in the common areas and facilities of said Condominium;
2. The exclusive right and easement to use parking space no.(s) 30, as shown on the plan entitled "Site Plan, Weymouth Glen Condominium, Weymouth, Mass." by Bradford Saivetz & Assoc., Inc., dated November 19, 1981 and recorded with Master Deed (hereinafter referred to as "Site Plan").
3. The exclusive right and easement to use the balcony or patio to which the Unit has direct access, if any, as shown on the plans entitled "Weymouth Glen Condominium Weymouth, Mass." by Bradford Saivetz & Associates, Inc., dated November 19, 1981 consisting of six (6) sheets, recorded with the Master Deed (hereinafter referred to as the "Plans") in accordance with the provisions of Section 5.3.4 of the Master Deed.

Attached hereto is a copy of a portion of the Plans bearing the verified statement of a registered land surveyor, certifying that such plan shows the unit designation of the Unit hereby conveyed and of immediately adjoining units, and that it fully and accurately depicts the layout of the Unit, its location, dimensions, approximate area, main entrance and immediate common area to which it has access, as built.

Said Unit is intended to be used solely for residential dwelling purposes, as set forth in Section 8 of said Master Deed, and is subject to the restrictions as set forth in Section 9 of said Master Deed that:

1. No Unit shall be used or maintained in a manner contrary to or inconsistent with the comfort and convenience of the occupants of the Units, the provisions of the Weymouth Glen Condominium Trust, the By-Laws set forth therein and the rules and regulations promulgated pursuant thereto;

2. The owners of any Unit may at any time and from time to time change the use and designation of any room or space within such Unit, subject to the provisions of Sections 8 and 9 of the Master Deed, and may modify, remove and install non-bearing walls lying wholly within such Unit, provided, however, that any and all work with respect to the removal and installation of interior non-bearing walls or other improvements to such Unit shall be done expeditiously in a good and workmanlike manner, pursuant to a building permit duly issued therefor (if required by law) and pursuant to plans and specifications which have been submitted to and approved by the Trustees of Weymouth Glen Condominium Trust, hereinafter referred to, which approval shall not be unreasonable withheld or delayed;

3. In order to preserve the architectural integrity of the building and the Units without modification, and without limiting the generality hereof, no patio, balcony, awning, screen, antenna, sign, banner 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 thereof, no addition to or change or replacement of any exterior light, door, door knocker or other exterior hardware shall be made, and no painting, attaching of decalcomania or other decoration shall be done and no sign shall be placed on any exterior part or surface of any Unit nor on the interior surface of any window without the written permission of the Trustees of the Weymouth Glen Condominium Trust upon such terms and conditions, if any, as they, in their reasonable discretion, shall determine;

4. Any lease with respect to a Unit shall be for a term of not less than three months, shall apply to the entire Unit and shall specifically provide that the lease shall be subject, in all respects, to the provisions of the Weymouth Glen Condominium Trust, the By-Laws set forth therein and the rules and regulations promulgated pursuant thereto, and that any failure by Lessee to comply with the terms of such documents shall constitute a default under said lease, provided, however, that the restrictions of this Section 4 shall not apply to an institutional first mortgage lender in possession of a Unit following a default by a Unit Owner in his mortgage or holding title to a Unit by virtue of a mortgage foreclosure proceeding or deed or other agreement in lieu of foreclosure;

5. The limitations of use and restrictions set forth in Sections 8 and 9 of the Master Deed shall be for the benefit of the owners of the Units and

the Trustees of the Weymouth Glen Condominium Trust as the persons in charge of common areas and facilities, shall be enforceable solely by said Trustees, and shall, insofar as permitted by law, be perpetual; and to that end, such limitations on use and restrictions may be extended by said Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof.

And, said Unit is further subject to such rules and regulations governing the details of the operation and use of the common areas and facilities, and such restrictions and requirements respecting the use, occupancy and maintenance of the units and the use of the common areas and facilities as may now, at any time and from time to time be adopted, amended or rescinded by the Trustees of Weymouth Glen Condominium Trust (without the consent of the unit owners) which are designed to prevent unreasonable interference with the use by the unit owners of their units and of the common areas and facilities.

All exclusive rights and easements of use appurtenant to a Unit shall be conveyed only with the Unit to which such rights are appurtenant and shall not be severable from such Unit, except with respect to the conveyance of the right and easement to use a parking space in excess of one (1) space as provided in Section 6 of the Master Deed.

Said premises are hereby conveyed subject to and with the benefit of, as the case may be:

- (i) The provisions of Massachusetts General Laws, Chapter 183A, as amended;
- (ii) The Master Deed recorded with Norfolk Registry of Deeds in Book 5957, Page 266.
- (iii) The Declaration of Trust of the Weymouth Glen Condominium Trust dated December 11, 1981, recorded with Norfolk Registry of Deeds in Book 5957, Page 282 (the "Weymouth Glen Condominium Trust");
- (iv) Taking by the Town of Weymouth for the alteration of Broad Street and a slope easement, by Instrument dated June 30, 1965, recorded with Norfolk Registry of Deeds in Book 4267, Page 555;
- (v) Forty (40') foot wide sewer easement taken by the Town of Weymouth by Instrument dated September 29, 1966, recorded with Norfolk Registry of Deeds in Book 4391, Page 401;
- (vi) Any rules and regulations promulgated under the Weymouth Glen Condominium Trust;
- (vii) The obligations to pay the proportionate share attributable to said Unit of the common expenses;
- (viii) Such taxes attributable to said Unit for the current year as are not now due and payable; and
- (ix) Rights of other unit owners to exclusively use certain common areas and facilities, as set forth in said Master Deed, all of which the

Grantee, by acceptance of this deed, agrees to comply with, perform, assume or pay, as the case may be.

For Grantor's title see deed to JUDITH A. LEPINE dated March 1, 1982 and recorded with the Norfolk County Registry of Deeds in Book 5978, Page 228.

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 Mark S. Einhorn, Marcus, Errico, Emmer & Brooks, PC, 45 Braintree Hill Office Park, Suite 400, Braintree, MA 02184, (781) 843-5000.

WEYMOUTH GLEN CONDOMINIUM TRUST,

For the Trustees,  
By its Attorneys

MARCUS, ERRICO, EMMER  
& BROOKS, PC

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Mark S. Einhorn, Esq.  
BBO#655874  
45 Braintree Hill Office Park, Suite 107  
Braintree, MA 02184  
(781) 843-5000

Dated: \_\_\_\_\_