COMMONWEALTH OF MASSACHUSETTS

SALE OF REAL ESTATE UNDER M.G.L. C.183A §6

By virtue of Judgment and Order of Barnstable District Court (Docket No. 2525CV000155), in favor of BOARD OF MANAGERS OF HIGHVIEW CONDOMINIUM ASSOCIATION against ROSEMARIE BONO establishing a lien pursuant to M.G.L.c.183A §6 on the real estate known as 83 HIGHVIEW DRIVE, UNIT 83, SANDWICH, MA 02563 for the purposes of satisfying such lien, the real estate is scheduled for Public Auction at 10:00 A.M., August 21, 2025, AT UNIT 83, 83 HIGHVIEW DRIVE, SANDWICH, MA 02563. The premises to be sold are more particularly described as follows:

With **quitclaim covenants** the dwelling unit (the "Unit") located off Shawme Road, Sandwich, Barnstable County, Massachusetts, known as <u>Unit No. 83</u> in Building IV (the "Building") of a Condominium known as HIGHVIEW, created by Master Deed dated September 18,1974, and recorded with Barnstable County Registry of Deeds in Book 2097 Page 255 as amended thereafter in accordance with and subject to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, together with an undivided percentage interest in the common areas and facilities (the "Common Elements") as described by said Master Deed. The Unit is shown on the floor plans of the Building filed simultaneously with Amendment No. 5 in said Deeds, which Amendment is recorded at Book 3472 Page 188, and on the copy of a portion of said plans to which is affixed the verified statement of a registered surveyor in the form required by Section 9 of Chapter 183A.

The Condominium is comprised of the land with the buildings, improvements, and structures thereon, shown on a plan entitled "Highview, A Condominium in Sandwich, Mass." dated March 28, 1974, prepared by Ewald Engineering Co., Sandwich and Framingham, Mass., filed with said Deeds in Plan Book 288 Page 28 and on a plan entitled "Highview, A Condominium in Sandwich, Mass." dated July 20, 1978, drawn by Kingsbury Surveying Co., Inc. recorded with said Deeds with Amendment No. 2 in Plan Book 325 Pages 97-100, on a plan entitled "Highview, A Condominium in Sandwich, Mas. Phase III for: Sea-Lake Corp. Route 6A, Sandwich Scale: 1" = 50', February 27, 1981" drawn by Kingsbury Surveying Co., Inc. recorded with said Deeds in Amendment No. 4 in Plan Book 350 Pages 87-90, and on a plan entitled: "Highview, A Condominium in Sandwich, Mass. Phase IV, for: Sea-Lake Corp., Route 6A, Sandwich Scale: 1" = 50', March 15, 1982", recorded with said Deeds with Amendment No. 5 in Plan Book 36 3 Pages 16-19.

Subject to and with the benefits of any and all existing By-Laws of the Association, rights of use, easements, provisions together with any amendments, restrictions and encumbrances still in force and effect.

The undersigned hereby certifies, under the pains and penalties of perjury, that they each have no spouse entitled to a homestead in the subject premises, and each hereby releases all rights of homestead she may hold in the subject premises.

Property Address: 83 Highview Drive, Sandwich, Massachusetts 02563.

For title see deed at Book 26860 Page 231.

TERMS OF SALE:

- 1. A non-refundable deposit payable in cash, certified or bank check in the amount of Five Thousand Dollars (\$5,000.00) 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.

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 Sarah E. Bierman, Allcock & Marcus, LLC, 10 Forbes Road, Suite 400W, Braintree, MA 02184, (781) 884-1660.

BOARD OF MANAGERS OF HIGHVIEW CONDOMINIUM ASSOCIATION, By their Attorneys

ALLCOCK & MARCUS, LLC

/s/ Ellen A. Shapiro

Ellen A. Shapiro, Esq. BBO#454000 10 Forbes Road, Suite 400W Braintree, MA 02184 (781) 781-884-1660

Dated: July 21, 2025