

COMMONWEALTH OF MASSACHUSETTS

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

By virtue of Judgment and Order of the Boston Municipal Court Central Division (Docket No. 2401CV01826), in favor of MANAGERS OF MILLENNIUM PLACE NORTH LOW-RISE RESIDENTIAL CONDOMINIUM ASSOCIATION against PABLO CHIRIBOGA establishing a lien pursuant to M.G.L.c.183A:6 on the real estate known as UNIT #804, THREE AVERY STREET of the MILLENNIUM PLACE NORTH LOW-RISE RESIDENTIAL CONDOMINIUM for the purposes of satisfying such lien, the real estate is scheduled for Public Auction at 1:00 O'CLOCK P.M. ON THE 18TH DAY OF MARCH, 2026, AT UNIT 804, THREE AVERY STREET, BOSTON, MASSACHUSETTS. The premises to be sold are more particularly described as follows:

Unit: 804 of Millennium Place North Low-Rise Residential Condominium (the "Condominium") created by Master Deed of Millennium Place North Low-Rise Residential Condominium dated as of August 4, 2025 recorded in Suffolk Registry of Deeds in Book 37734 Page 133, and By-Laws of the Millennium Place North Low-Rise Residential Association, dated August 4, 2025 recorded in Book 37734 Page 173

Percentage Interest: 2.2779%

Appurtenant Parking Privilege: The right to have one (1) automobile parked in the Parking Garage as defined below.

The Unit is conveyed together with its undivided Percentage Interest in the General Common Elements, the applicable Limited Common Elements, if any, and is Appurtenant Interests as more particularly described in the Master Deed and By-Laws.

The post office address of the Unit is:

Unit 804
Millennium Place North Low-Rise Residential Condominium
Three Avery Street
Boston, Massachusetts 02111

This Deed, the Unit, the Condominium and the Primary Condominium (defined below) are subject to the provisions of Massachusetts General Laws, Chapter 183A. Capitalized terms not defined herein shall have the meanings ascribed to them in the Master Deed.

The Condominium created by the Master Deed is a multi-story

condominium unit (the "North Low-Rise Residential Unit") in Millennium Place Primary Condominium (the "Primary Condominium") created by Master Deed of Millennium Place Primary Condominium dated as of May 31, 2001 and recorded on July 6, 2001 in the Registry in Book 26634 at Page 317, as amended by a First Amendment to Primary Master Deed dated as of October 18, 2002 and recorded in the Registry on October 18, 2002 in Book 29609, Page 210 (as amended, the "Primary Master Deed"). The land and improvements constituting the Primary Condominium are described in the Primary Master Deed.

The Unit is one of 63 residential units comprising the Condominium, as is shown on (i) the Plans of the Condominium (the "Plans") filed in the Registry with the Master Deed and (ii) the plan of the Unit (the "Unit Plan"). A verified statement of a registered architect in the form required by Massachusetts General Laws, Chapter 183A, Sections 8 and 9, is affixed to the Plans and the Unit Plan.

The Unit is conveyed subject to and with the benefit of:

1. The provisions of the Master Deed, the Plans of the Condominium recorded simultaneously with and as part of the Master Deed, the By-Laws described above and the Rules and Regulations adopted by the Millennium Place North Low-Rise Residential Association and recorded at the Registry as Schedule 1 to the By-Laws, as the same may be amended from time to time, which provisions, together with any amendments thereto, shall constitute covenants running with the land and shall bind any person having at any time any interest in the Unit, his or her family, invitees, servants, visitors, tenants and occupants, as though such provisions were recited and stipulated at length herein.
2. The provisions of the Primary Master Deed, the plans of the Primary Condominium recorded simultaneously with and as part of the Primary Master Deed, the By-Laws of Millennium Place Primary Condominium Association dated as of May 31, 2001, and recorded on July 6, 2001 in the Registry in Book 26635 at Page 001, as amended by a First Amendment to By-Laws of Millennium Place Primary Condominium Association dated as of March 11, 2003 and recorded in the Registry on April 15, 2003 in Book 31155, Page 318 (as amended, the "Primary By-Laws") and the Rules and Regulations adopted by the Millennium Place Primary Condominium Association pursuant to the Primary By-Laws and recorded at the Registry as Schedule 1 to the Primary By-Laws, as the same may be amended from time to time, which provisions together with any amendments thereto, shall constitute covenants running with the land and shall bind any person having at any time any interest in the Unit, his or her family, invitees, servants, visitors, tenants and occupants, as though such provisions were recited and stipulated at length herein.
3. Easements and all other matters appearing of record at the

Registry.

4. The Appurtenant Parking Privilege described above, pursuant to which the Grantee shall have the non-exclusive right, to be used in common with others having a like right, to have the number of automobiles set forth on Page 1 of this Deed parked in the portion of the parking garage located in the South Building that constitutes the Parking Unit of Millennium Place Commercial Condominium (the "Parking Garage"), created pursuant to that certain Master Deed of Millennium Place Commercial Condominium, dated as of December 3, 2001, and recorded in the Registry in Book 27540, Page 067, as amended by a First Amendment to Master Deed, dated as of October 18, 2002, and recorded in the Registry in Book 29609, Page 239, subject and subordinate to all of the restrictions, reservations, terms, provisions, obligations and conditions of the Parking Easement Agreement (including, without limitation, the obligation to pay the Parking Fee, as defined therein) by and between New Commonwealth Commercial Holding Co LLC and New Commonwealth PC Holding Co LLC dated as of May 6, 2005 and recorded at the Registry in Book 37042, Page 093, as the same may be amended from time to time, which agreement, together with any amendments thereto, shall constitute a covenant running with the land and shall bind any person having at any time any interest in the Unit or the Appurtenant Parking Privilege, his or her family, invitees, servants, visitors, tenants, occupants, successors and assigns, as though such agreement were recited and stipulated at length herein. No deed, nor any mortgage or other instrument conveying or mortgaging title to the Unit, shall be executed without including therein the Appurtenant Parking Privilege described herein, it being the intention hereof to prevent any severance of the Unit from the Appurtenant Parking Privilege. Any such deed, mortgage, or other instrument purporting to affect this Unit or the Appurtenant Parking Privilege, without including the Unit and such Appurtenant Parking Privilege, shall be deemed and taken to include the Appurtenant Parking Privilege so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Parking Privilege of the Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such Appurtenant Parking Privilege is appurtenant.

This Unit is intended to be used solely for residential purposes subject to the restrictions and provisions of the Master Deed. Without limiting the foregoing, the Unit is subject to the restrictions set forth in Sections 8 and 9 of the Master Deed, as follows:

A. Generally The Units are intended only for residential purposes by members of a single housekeeping unit and their domestic employees and temporary nonpaying guests provided, however, that any of the Units may also be used as an office (i) only if such office is accessory to

such residential use of such Unit and (ii) only if and to the extent such accessory office use is permitted by applicable zoning laws and (iii) only if no one shall be employed in such office except residents of such Unit. No clients or business invitees shall be permitted to visit such office and there shall be no signs allowed in connection with such office use. No portion of the Common Elements may be used by Unit Owners for the conduct of any commercial business.

B. Rentals Units may be rented or leased for the purpose set forth herein for terms of not less than six (6) months but all rentals, leases, or licenses of Units shall be subject to the provisions of this Master Deed, the By-Laws and Rules and Regulations and the Primary Master Deed, Primary By-Laws and Primary Rules and Regulations, and all tenants, occupants and licensees of Units shall be obligated to observe all of the provisions of this Master Deed, the By-Laws and Rules and Regulations and the Primary Master Deed, Primary By-Laws and Primary Rules and Regulations. Any Unit Owner leasing a Unit shall provide a copy of such lease to the Board.

C. Compliance with By-Laws No Unit shall be used or maintained in a manner inconsistent with the By-Laws and the Rules and Regulations from time to time adopted pursuant thereto.

D. Pets The maintenance, keeping, boarding and/or raising of pets shall be subject to the provisions of the Master Deed and the Rules and Regulations.

E. Compliance with Legal Requirements No Unit or other portion of the Condominium shall be used for any purpose prohibited any applicable law, order, rule, regulation, permit or approval of any court, governmental entity or governmental agency of competent jurisdiction (hereinafter collectively referred to as "Legal Requirements"). Compliance with all Legal Requirements shall be accomplished by and at the sole cost and expense of the Unit Owners. Each Unit Owner shall give prompt notice to the Board of any written notice it receives of any violation of any Legal Requirements affecting its Unit or the Condominium.

F. Nuisance Uses In keeping with the operation of the Condominium as a first-class facility, no Unit Owner shall cause or permit to exist in any portion of its Unit or the Condominium, any nuisance, offensive noise, odor or fumes, or any condition reasonably likely to prove hazardous to health or in violation of any Legal Requirements or Rules and Regulations.

Notwithstanding the foregoing, each Unit Owner hereby agrees for itself, its successors and assigns, that no sale, lease, sublease or use of all or any portion of any other Unit for the uses permitted herein (including, without limitation, the uses specifically referenced in Section O.A), shall, if undertaken in a customary or reasonable manner, constitute a nuisance or otherwise be deemed to adversely affect such Unit Owner's use and enjoyment of its Unit or the Common Elements.

G. Architectural Integrity The features of the Condominium that are

visible from the exterior of the Building shall be preserved in their current condition without modification, and to that end, no marquee, awning, screen, antenna, receiver, sign, banner, or other decoration shall be placed upon or attached to any Unit or the Condominium (including the interior surface of any exterior window) so as to be visible from the exterior of the Building, without the prior written consent of the Board. All draperies, window treatments and widow coverings in any Unit shall be lined with an off-white material or shall be off-white on the facing visible from the exterior of the Unit, such that when closed or drawn the appearance of the window from the exterior of the Building shall be off-white.

H. Benefit of Restrictions, Enforcement The foregoing restrictions on the permitted uses of Units shall be for the benefit of all Unit Owners and shall be enforceable solely by the Board or the Primary Board. Said restrictions are intended to be perpetual, and to that end, may be extended by the Board at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of Section 8 of the Master Deed, except such as occur during such Unit Owner's time of ownership.

By acceptance of this Deed, and without limiting the generality of the foregoing, Grantee consents to the provisions of the Master Deed, including without limitation the Declarant's reserved rights and easements therein, including, but not limited to, the Declarant's right to amend the Master Deed pursuant to Section 10 thereof, and constitutes and appoints Grantor as Grantee's attorney-in-fact for the purposes set forth in Section 10 of the Master Deed, which power of attorney is coupled with an interest, is irrevocable and shall run with the land and be binding upon Grantee and his/her/their heirs, executors, successors and assigns.

For Grantor's title see deed to PABLO CHIRIBOGA dated May 13, 2008 and recorded with the Suffolk County District Registry of Deeds in Book 43539, Page 234.

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 400, Braintree, MA 02184, (781) 843-5000.

MANAGERS OF MILLENNIUM PLACE NORTH
LOW-RISE RESIDENTIAL CONDOMINIUM
ASSOCIATION,

For the Trustees,
By its Attorneys

MARCUS, ERRICO, EMMER
& BROOKS, PC

Pamela M. Jonah, Esq.
BBO#567289
45 Braintree Hill Office Park, Suite 400
Braintree, MA 02184
(781) 843-5000

Dated: _____