

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

By virtue of a Judgment and Order of the Suffolk Superior Court (Civil Action No. 2184 CV 00192G), in favor of the Trustees of the Harbor Towers II Condominium Trust against Marioleni Mandelis, as Executrix of the Estate of Stanley J. Hatoff and George S. Heck, devisee of the Estate of Stanley J. Hatoff, et al, establishing a lien pursuant to M.G.L. c. 183A:6 on the real estate known as Unit PHB of the Harbor Towers II Condominium with a street address of 65 East India Row Boston, Suffolk County, Massachusetts 02110 for the purposes of satisfying such lien, the real estate is scheduled for Public Auction commencing at 1:00 p.m. on July 30, 2021 at 65 East India Row, Unit PHB, Boston, Massachusetts. The premises to be sold are more particularly described as follows:

DESCRIPTION:

The Unit ("Unit") No. PHB in Harbor Towers II Condominium situated at 65 East India Row, Boston, Massachusetts, a condominium established by Grantor pursuant to Massachusetts General Laws, Chapter 183A, by Master Deed dated July 24, 1981, and recorded in Book 9816, Page 480 on August 14, 1981 with Suffolk County Registry of Deeds as Instrument No. 9 ("Master Deed") which Unit is shown on the floor plans of the Building recorded simultaneously with said Master Deed and on the copy of the portion of said plans attached hereto and made a part hereof, to which is affixed a verified statement in the form required by Section 9 of said Chapter 183A.

Said Unit is conveyed together with:

1. An undivided .59607 percent interest in the Common Elements described in the Master Deed;
2. The exclusive right to use any balcony adjacent to such Unit and to which there is direct access from the interior of such Unit.

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

1. Provisions of said Chapter 183A;
2. The provisions of the Master Deed and floor plans of the Condominium recorded simultaneously with and as a part of the Master Deed, and the Declaration of Trust recorded with said Registry of Deeds on August 14, 1981 in Book 9816, Page 535 (the "Trust"), in each case as the same may be amended from time to time by instruments recorded in said Registry of Deeds, 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 or estate in the Unit, such person's family, servants, tenants, invitees, and visitors, as though such provisions were recited and stipulated at length herein;
3. Such taxes attributable to the Unit and Common Elements for the current fiscal year and the next succeeding fiscal year as are not due and payable on the date of delivery hereof, which taxes the Grantee hereby assumes and agrees to pay;
4. Provisions of existing building and zoning laws; and
5. The encumbrances listed in Exhibit A to the Master Deed.

The Unit may be used only for residential purposes permitted by the zoning laws of the City of Boston, subject, in all events, to the restrictions set forth in subparagraph 10B of said Master Deed which subparagraph provides as follows:

“B. The Units and the Common Elements shall be subject to the restrictions that, unless otherwise permitted by instrument in writing duly executed by the Trustees pursuant to provisions of the Trust: (a) no business activities of any nature shall be conducted in any such Unit except (i) as provided in Subparagraph C of this Paragraph 10 and (ii) as permitted by the zoning law of the City of Boston as accessory to residential purposes; (b) no portion of a Unit (other than the entire Unit) may be leased or rented; (c) no animals or reptiles of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that dogs, cats or other household pets owned by Unit Owners or occupants, not to exceed one pet per Unit (or such greater number as a majority of the Trustees shall approve in writing), may be kept in Units, but subject to the rules and regulations adopted or maintained for any commercial purposes; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon three (3) days’ written notice from the Trustees. In no event shall any dog be permitted in any portion of the Common Elements, unless carried or on a leash, or in any grass or landscaped area under any circumstances, except that a Unit Owner’s or occupant’s dog shall be permitted on the balcony, if any, as to which such Unit has an exclusive easement as herein provided; (d) the architectural integrity of the Building and the Units shall be preserved without modification, and to that end, without limiting the generality: no porch, patio, balcony, terrace, garden or yard enclosure, awning, screen, antenna, sign (except Sponsor’s signs), 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 such Unit or any part thereof, no addition to or change or replacement of any exterior light, door knocker or other exterior hardware shall be made; and no painting, attaching of decalomania or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window; the Trustees may from time to time adopt and enforce uniform requirements as to the color and appearance of window shades, window blinds or the life, as visible from the outside of the Building, including without limitation the right to require a uniform window shade or blind in all Units; provided, however, the owner of a Unit may, if the structural walls, supports and other structural aspects of the Building are not adversely affected, change the interior partitioning thereof, subject to the approval of the Trustees and the approval of all holders of mortgages on the Unit involved and subject to such conditions as the Trustees may impose with respect to such changes; and further provided that an owner of two (2) Units may, subject to the same conditions and approvals, remove all or part of an interior wall or ceiling or floor separating such Units; (e) all maintenance and use by Unit Owners of gardens, decks, balconies, lights and other facilities shall be done so as to preserve the appearance and character of the same and of the Property without modification; (f) all use and maintenance of the Units shall be conducted in a manner consistent with the comfort and convenience of the occupants of other Units and in accordance with provisions of rules and regulations with respect thereto from time to time promulgated by the trustees; (g) the Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units or of other premises entitled to the use or benefit thereof; (h) no nuisances shall be allowed on the Property

nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents; (i) no immoral, improper, offensive, or unlawful use shall be made of the Property, or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any Unit shall be eliminated by and at the sole expense of the Owner of said Unit and those relating to all Common Elements shall be eliminated by the Trustees; (j) for soundproofing purposes all Units must have carpeting or rugs covering at least eighty (80%) percent of the floor area of each room, except the kitchen and bathrooms, while such Unit is occupied; (k) a Unit Owner shall not place or cause to be placed in or on any of the Common Elements, other than a balcony to which such Unit Owner has exclusive rights, any furniture, packages, or objects of any kind. The public halls, corridors, elevators, stair halls and stairways shall be used for no purpose other than normal transit through them. There shall be no parking on the Property except as the Trustees may allow from time to time.

Said restrictions shall be for the benefit of Unit Owners, and the Trustees as the persons in charge of the common areas and facilities may (except as to (a) and (i) of this Subparagraph B of this Paragraph 10) be waived in specific cases by the Trustees, and shall, insofar as permitted by law, be perpetual, and to that end 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. The failure of any Unit Owner to comply with said restrictions will give rise to a cause or action in the Trustees and any aggrieved Unit Owner for the recovery of the damages, or for injunctive relief, or both. No Unit Owner shall be liable for any breach of the provisions of this paragraph except such as occur during his or her ownership thereof.”

Grantee, by accepting this deed, and by executing this deed in the space provided below, hereby appoints and constitutes First City Development Corp. of Boston – Harbor Towers II (Grantor), its successors and assigns, its President, Gregory A. Rand, his successors as President of said corporation, and the President of any corporate successor or assign of said corporation, and each of them acting singly, with full power of substitution as Grantee’s true and lawful proxy and attorney-in-fact with full power coupled with an interest which cannot be revoked, (a) to vote for, execute, acknowledge, deliver and record one or more amendments to the Master Deed pursuant to Paragraph 12 thereof, and one or more amendments to the Trust necessitated by such amending of the Master Deed, and (b) to vote for the election and removal of those Trustees whom Grantor is entitled to designate pursuant to Section 4.1.1 of the Trust (except that such proxy and power of attorney with respect to the election and removal of Trustees shall not be exercisable which title to the Unit conveyed hereby is held by an institutional lender acquiring the same by lieu of foreclosure of a mortgage held by such lender or by a deed in lieu of foreclosure.)

The Unit does not constitute all or substantially all of the assets of Grantor.

For title, see Deed to Stanley J. Hatoff dated August 18, 1981 and recorded with the Suffolk County Registry of Deeds in Book 9821, Page 111.

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 \$20,000.00 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 the 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 hereby being satisfied, 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 Dean T. Lennon, Marcus, Errico, Emmer & Brooks, P.C., 45 Braintree Hill Park, Suite 107, Braintree, MA 02184, (781) 843-5000.

HARBOR TOWERS II CONDOMINIUM TRUST,
By its Trustees