

COMMONWEALTH OF MASSACHUSETTS

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

By virtue of Judgment and Order of Pittsfield District Court (Docket No. 2427CV000034), in favor of BOARD OF TRUSTEES OF THE ROLLING HILLS CONDOMINIUM TRUST against AMY LYNN SCHWARTZBARD establishing a lien pursuant to M.G.L.c.183A §6 on the real estate known as UNIT #7-5, 16 MEADOW LANE OF THE ROLLING HILLS CONDOMINIUM for the purposes of satisfying such lien, the real estate is scheduled for Public Auction at 12:00 NOON, APRIL 22, 2025, AT UNIT #7-5, 16 MEADOW LANE, LENOX, MASSACHUSETTS. The premises to be sold are more particularly described as follows:

Unit No. 5 in Building No. 7, the address of which is 16 Meadow Lane, Lenox, Massachusetts, together with an undivided .98 percent interest appertaining to said Unit in the common areas of said Condominium, and together with the rights and easements appurtenant to said Unit as set forth in said Master Deed.

Attached to deed of Thomas J. Flatley to Gail Gold, recorded with the Berkshire Middle District Registry of Deeds in Book 979, Page 531 et seq. are copies of portions of the plans attached to said Master Deed bearing the verified statement of a registered architect certifying that they show the unit designations of the Unit hereby conveyed and of immediately adjoining unit, and that they fully and accurately depict the layout of the Unit hereby conveyed, its location, dimensions, approximate areas, main entrance and immediate common areas to which it has access, as built.

Said unit is intended to be used solely for single family residence 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, unless otherwise permitted by instrument in writing duly executed by the Trustees of the Rolling Hills Condominium Trust pursuant to provisions of the By-laws thereof, (a) no such unit shall be used for any purpose other than as a dwelling for one family, (b) no business activities of any nature shall be conducted in any such unit, except as provided in Paragraph C of Section 8 of said Master Deed and except that a person residing in any such Unit may maintain therein an office for his or her personal professional use, but no employees or persons other than a resident of such Unit shall engage therein in any such activities and no such office shall be advertised, held out or used as a place for service to clients or patients, (c) no such unit shall be rented, let, leased or licensed for use or occupancy by other than the owners thereof except to persons who have first been approved in writing by said Trustees; provided, however, that such right of approval shall not be exercised so as to restrict use or occupancy of units because of race, creed, color, sex, or national origin, nor otherwise unreasonably withheld, nor delayed by more than seven days, (d) dogs, cats, or other pet animals or birds shall not be kept in any unit in such number or of such type as to be noisome or offensive to occupants of other units, and shall be suitable leashed or caged whenever they are on the Condominium premises outside the interior of any Unit, (e) the architectural integrity of the buildings and the units shall be

preserved without modification, and to that end, without limiting the generality, no 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 such unit or any party 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 or decalcomania or other decoration shall be done on any exterior part of surface of any window, now shall any curtains, or draperies, which are visible from the outside, be installed or maintained unless they are white or lined with white materials, (f) all maintenance and use by unit owners of all facilities shall be done so as to preserve the appearance and character of the same and of the grounds and buildings with-out modification, (g) all use and maintenance of such units shall be conducted in a manner consistent with the comfort and convenience of the occupants of other units and in accordance with provisions with respect thereto from time to time promulgated by said Trustees, (h) no salts shall be used for snow or ice melting on the roads, drives, parking areas or walks on the condominium premises, and, (i) all of the land of the condominium lying northeasterly of a line parallel to and 1,000 feet northeasterly from the northeasterly sideline of said State Highway (sometimes known as Main Street) shall be preserved in perpetuity as open space, and no buildings or structures shall be erected or maintained thereon except for recreational facilities.

Said premises are hereby conveyed subject to and with the benefit of (a) the exclusive use of two parking spaces numbered 236 and 237, as set forth on Sheets 1 through 5 of said Rolling Hills Condominium Plans, (b) the provisions of Massachusetts General Laws, Chapter 183A, said Master Deed (including without limitation the rights set forth in section 12 thereof), the Declaration of Trust of the Rolling Hills Condominium Trust, dated April 8, 1976, recorded with said Deeds in Book 971, Page 1024&c on April 8, 1976, the By-Laws set forth in said Declaration of Trust and any rules and regulations promulgated thereunder, and the obligations thereunder pay the proportionate share attributable to said Unit of the common expenses, and (c) such taxes attributed to said unit for the current tax year as are not now due and payable, all of which the Grantee, by acceptance hereof, agree to comply with, perform, assume and pay.

For title see Unit Deed recorded with Berkshire Middle District Registry of Deeds in Book 5919, Page 233.

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.

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

BOARD OF TRUSTEES
OF THE ROLLING HILLS CONDOMINIUM
TRUST,
For the Board of Trustees,
By their Attorneys

ALLCOCK & MARCUS, LLC

Sean Tiernan, Esq.
BBO#697242
10 Forbes Road, Suite 400W
Braintree, MA 02184
(781) 781-884-1660

Dated: _____