

CONDOMINIUM LIEN FORECLOSURE

AUCTION

THURSDAY, MAY 11, 2017 AT 3 PM

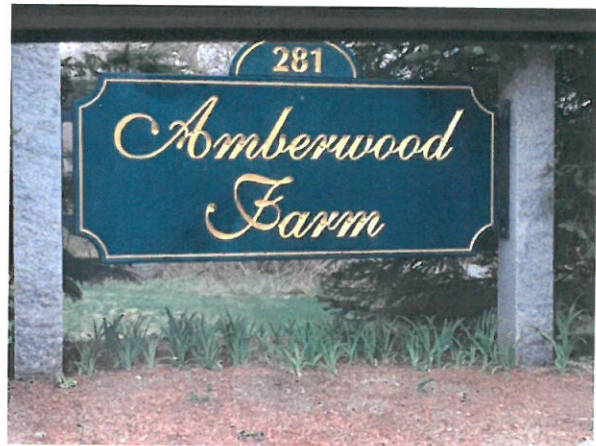
281 ROWLEY BRIDGE RD—TOPSFIELD, MA

Town House Style Condominium
1,407 Square Feet of Living Space
6 Rooms – 2 Bedrooms – 2 Baths

PROPERTY INFORMATION PACKET

John McInnis Auctioneers has been hired by The Amberwood Farm Condominium Trust and their attorney Chris Derocki, Amesbury, MA to sell this town house style condominium at public foreclosure auction.

Don't miss this prime opportunity to buy this two bedroom condominium close to major highways and shopping .



VIEWING: Drive by recommended.

Auction Day: Registration to take place 1 hr prior to sale



mcinnisauctions.com

76 Main Street - Amesbury, Ma 01913

800-822-1417 - MA LIC# 770

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IMPORTANT INFORMATION FOR PROSPECTIVE BIDDERS

THE INFORMATION SET FORTH IN THIS PACKET IS BELIEVED

TO BE CORRECT. HOWEVER, THE MORTGAGEE

OF THIS PROPERTY AND JOHN MCINNIS AUCTIONEERS

MAKE NO WARRANTIES OR GUARANTEES

AS TO THE ACCURACY OF THIS INFORMATION.

BUYER SHALL RELY ENTIRELY ON THEIR OWN INFORMATION,
JUDGEMENT AND INSPECTION OF THE PROPERTY AND RECORDS.

THIS PROPERTY IS TO BE SOLD ON AN AS IS,

WHERE IS BASIS, WITH ALL FAULTS

THE AUCTIONEER HEREBY DISCLOSES HE/SHE IS ACTING SOLELY AS AN AGENT FOR THE MORTGAGEE IN THE MARKETING, NEGOTIATIONS AND SALE OF THIS PROPERTY. THE PURCHASER(S) AGREE THAT THE MORTGAGEE AND AUCTIONEER MAKE NO WARRANTIES OF ANY KIND REGARDING THE USE, CONDITION OR VALUE OF THE PROPERTY.

JOHN MCINNIS AUCTIONEERS

Estates ♦ Auctions ♦ Real Estate ♦ Appraisals

76 Main Street - Amesbury, Massachusetts 01913
Phone 978.388.0400 - - Fax 978.388.8863

Dear Prospective Bidder,

Thank you for your inquiry on our upcoming Condominium Lien of Real Estate Auction to be held on Thursday, May 11th at 3:00 p.m. John McInnis Auctioneers has been hired by The Amberwood Farm Condominium Trust and their attorney Chris Derocki, Amesbury, MA to sell this townhouse style condominium at public foreclosure auction

To be eligible to bid, at the time of registration you must present a \$5,000.00 deposit in a bank or certified check.

This property information packet has been assembled for your convenience.

Our staff is readily available to assist you with any questions you may have regarding the property or the auction process.

Thank you again for your interest in this property and we look forward to seeing you on the day of the auction. Registration will take place one hour prior to the auction.

Additional terms to be announced at the time of sale.

Sincerely,

John P. McInnis

John McInnis Auctioneers

Terms of Sale: \$5,000. 00 in cash or certified check
Property is subject to an Affordable Housing Restriction

Buyer Benefits

**Town House Style Condominium
Close to Major Highways and Shopping**

1,407+/- sq ft of living space

6 Rooms - 2 Bedrooms - 2 Baths

Built in 2004

Heating Fuel: Gas

Assessed Value : \$161,700.00

Book 24254 Page 0126

Amberwood Farms is a beautiful 24 unit Condo Community designed for 55 and over.
It is conveniently located between Rte. 1 and 95 and is set on a 9 acre beautiful
private setting with an onsite clubhouse.



All information contained was derived from reliable sources believed correct, but is not guaranteed.

Buyer shall rely entirely on their own judgment and inspection.

*Announcements from the Auction Block take precedence over any
previously printed material or any other oral statements made.*

John McInnis Auctioneers is acting exclusively on behalf of Mortgagee/Seller in this transaction.

Unofficial Property Record Card - Topsfield, MA

General Property Data

Parcel ID 83-1-6
Prior Parcel ID -BK 263 PL 71 -
Property Owner PHILPOTT MARGUERITE

Account Number 101268

Mailing Address 281 ROWLEY BRIDGE RD #6

Property Location 281 ROWLEY BRIDGE RD

Property Use CONDO

Most Recent Sale Date 5/4/2005

Legal Reference 24254-0126

Grantor AMBERWOOD DEVELOPMENT LLC

City TOPSFIELD

Mailing State MA Zip 01983

Sale Price 154,000

ParcelZoning EHD

Land Area 0.000 acres

Current Property Assessment

Card 1 Value Building Value 161,700

Xtra Features Value 0

Land Value 0

Total Value 161,700

Building Description

Building Style CONDO-TNHS
of Living Units 1
Year Built 2004
Building Grade GOOD (-)
Building Condition Average
Finished Area (SF) 1407
Number Rooms 6
of 3/4 Baths 0

Foundation Type CONCRETE
Frame Type WOOD
Roof Structure GABLE
Roof Cover ASPHALT
Siding VINYL
Interior Walls DRYWALL
of Bedrooms 2
of 1/2 Baths 0

Flooring Type HARDWOOD
Basement Floor CONCRETE
Heating Type FORCED H/A
Heating Fuel GAS
Air Conditioning 100%
of Bsmt Garages 0
of Full Baths 2
of Other Fixtures 0

Legal Description

Narrative Description of Property

This property contains 0.000 acres of land mainly classified as CONDO with a(n) CONDO-TNHS style building, built about 2004 , having VINYL exterior and ASPHALT roof cover, with 1 unit(s), 6 room(s), 2 bedroom(s), 2 bath(s), 0 half bath(s).

Property Images



Disclaimer: This information is believed to be correct but is subject to change and is not warranted.

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

By virtue of a Judgment and Order of the Essex County Superior Court (docket no. 1677 CV 0724D) in favor of the Amberwood Farm Condominium, aka Amberwood Farm Condominium Trust, by its Board of Trustees against Marguerite Philpott establishing a lien pursuant to M.G.L. c. 183A:6 on the real estate known as 281 Rowley Bridge Street - 6, Topsfield, Massachusetts 01983, for the purpose of satisfying such lien, the real estate will be sold at Public Auction at 3 o'clock P.M. on the 11th day of May A.D. 2017 at 281 Rowley Bridge Street-6, Topsfield, Massachusetts. The premises to be sold are more particularly described as follows:

Description: The Condominium Unit known as Condominium Unit Number 6, 281 Rowley Bridge Street -6, Topsfield, Massachusetts in the Condominium known as Amberwood Farm Condominium established by Master Deed dated October 1, 2004 and recorded on November 22, 2004 in the Essex South District Registry of Deeds at book 23656, Page 472.

The post office address of the Condominium Unit is 281 Rowley Bridge Street – 6, Topsfield, Massachusetts 01983. The land is described in the Master Deed. This Deed, the Subject Unit and the Condominium are subject to the provisions of Massachusetts General Laws, Chapter 183A. The Subject Unit is shown on the Master Plan of the Condominium as filed in the Essex South District Registry of Deeds (ESDRD) and on the Unit Plan of the Subject Unit and the verified statement of registered architect/engineer in the form required by Massachusetts General Laws, Chapter 183A, that is affixed to said Master Plans and Unit Plan. The Subject Unit is hereby conveyed together with: 1.) An undivided 1.79% interest in the common areas and facilities of the Condominium described in the Master Deed pertaining to the Subject Unit; 2.) An easement for the continuance of all encroachments by the Subject Unit on the adjoining units or on the common areas and facilities existing as a result of construction of the Building, or that may come into existence hereinafter as a result of: (1) settling of the Building; or (2) condemnation or eminent domain proceedings, or (3) alteration or repair of the common areas and facilities or any part thereof made pursuant to the provisions of the Master Deed as the same may be from time to time amended, or the provisions of the Declaration of Trust of the Amberwood Farm Condominium Trust as the same may be from time to time amended; or (4) repair or restoration of the Building or any Unit therein after damage by fire of other casualty; and (5) appurtenant herewith to the aforesaid unit is the right to pass and re-pass and park a motor vehicle in that area lying between the sideline of the garage as set forth in the unit deed and the master plan and the common drive as shown on the master plan. (6) An easement to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities located in the other units and serving the Subject Unit. The Subject Unit is shown on the Master Plan of the Condominium filed in the ESDRD. The Subject Unit is hereby conveyed subject to: 1.) Easements in favor of the adjoining units and in favor of the common areas and facilities for the continuance of all encroachments of the adjoining units or common areas and facilities on the Subject unit existing as a result of construction of the Building or what may come into existence hereafter as a result of: (1) settling of the Building; or (2) condemnation or eminent domain proceedings; or (3) alteration or repair of the common areas and facilities or any part thereof made pursuant to the provisions of the Master Deed as the same may be from time to time amended, or the provisions of the Declaration of Trust of the Amberwood Farm Condominium Trust as the same may be from time to time amended; or (4) repair or restoration of the Building or any unit therein after damage by fire or other casualty; and 2.) An easement in favor of the Owners of other units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities located in the Subject Unit and serving the other units;

3.) The provisions of the Master Deed and Master Plans of the Condominium recorded simultaneously with and as part of the Master Deed, and the provisions of the Declaration of Trust of the Amberwood Farm Condominium Trust and the Bylaws and Rules and Regulations thereto (which Declaration of Trust of the Amberwood Farm Condominium Trust, Bylaws and Rules and Regulation, dated November 18, 2004, are recorded in the Essex South District Registry of Deeds, in Book 23656, at Page 499), as the same may be amended from time to time by instruments recorded with said Deeds, which provisions, together with any amendments thereto, shall constitute covenants running with the land and shall bind any person having at any time interest or estate in the Subject Unit, or parking space, including his or her family, tenants, servants, visitors and occupants, as though such provisions were recited and stipulated at length herein; 4.) Easements, rights, obligations, provisions, agreements, restrictions, building line limitation, zoning regulations, public utility and telephone easements, easements in favor of the Declarant of the Master Deed, and all other matters set forth or referred to in the Master Deed; and 5.) The provisions of Massachusetts General Laws, Chapter 183A ("Condominiums"). 6.) The unit is subject to specific restrictions of resale relative to the 55 plus age requirements as otherwise specifically detailed in the Master Deed, Condominium Trust, Bylaws, and Rules and Regulations of the Amberwood Farm Condominium. The Subject Unit is intended only for residential use by not more than one family unit, subject to the restrictions as set forth in the Bylaws of the Amberwood Farm Condominium Trust and Rules and Regulations thereto, as the same may from time to time be amended. The Subject Unit Shall not be used or maintained in a manner inconsistent with the provisions of the Master Deed, or of this Unit Deed, or the Amberwood Farm Condominium Trust and the Bylaws and Rules and Regulations thereto, as the same may from time to time be amended. The unit shall be subject to the following: Pursuant to 310 CMR 15.00 Title 5 and as a condition of the Comprehensive Permit granted pursuant to G.L. c. 40B, Sec. 20-23 establishing the condominium, no habitable space not indicated on the Architectural Plans as a bedroom shall be converted to a bedroom and the number of bedrooms in the unit shall be limited to a maximum of two. THIS UNIT AND CONVEYANCE THEREOF, IS SUBJECT TO THE TERMS OF THE LOCAL INITIATIVE PROGRAM DEED RIDER AS RECORDED AND ALL TERMS OF SUCH RIDER ARE INCORPORATED BY REFERENCE TO THIS DEED. For title reference, see deed of Amberwood Development Corporation to Amberwood Development LLC, which deed is dated October 14, 2003 and recorded in the Essex South District Registry of Deeds in Book 21926 at Page 466.

Terms of sale: A non-refundable deposit in cash or certified check or bank check for a minimum of **\$5,000** is to be paid by the successful bidder at the time of auction. The successful bidder shall be required to execute a Memorandum of Sale. The balance of the purchase price is to be paid within thirty (30) days of the auction. The closing shall take place within thirty (30) days of the auction at such location as the judgment creditor or its attorney shall designate. The successful bidder shall be responsible for payment of all recording fees, taxes, municipal liens, water and sewer assessments, and/or transfer stamps at the time of closing. An Auctioneer's Release Deed will be issued to 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 title, municipal or other public taxes, assessments, liens, or claims in the nature of liens, and existing encumbrances or record senior to the lien hereby being satisfied, whether or not reference to any such encumbrance or lien is made in the Deed. Additionally, and not by way of limitation, the sale shall be subject to and with the benefit of any and all tenants, tenancies, and/or occupants, if any. This sale is subject to any senior liens or encumbrances, including but not limited to outstanding municipal taxes, if any. No representation is or shall be made by the Seller as to if any such taxes are outstanding or the

amount outstanding, if any. Prospective Bidders should determine the status of outstanding municipal taxes, if any. The successful bidders shall be required to pay common area fees, charges, special assessments, or other operating costs of the Condominium from the date the Memorandum of Sale is executed. No representation is or shall be made by the Seller as to any mortgages, liens, or encumbrances of record, or as to the condition of the Unit or the Condominium. The Unit shall be purchased "as is." The Unit shall be purchased subject to any and all benefits and restrictions as may be imposed by the Master Deed, Declaration of Trust, By-Laws, Rules and Regulations, and or M.G.L. c. 183A. Subject to all mortgages, unpaid taxes, tax titles, governmental liens, and municipal liens and assessments, which precede over the said condominium lien above described, if any. Other terms to be announced at the sale.

IMPORTANT NOTICE:

The premises located at 281 Rowley Bridge Street, Unit 6, Topsfield, Massachusetts is an affordable unit subject to a Local Initiative Program (LIP) affordable housing restriction. The purchaser of the premises will be subject to an affordable housing restriction under Mass. Gen. L. 184, §§ 31 & 32 and shall receive a Deed Rider that shall include the terms of the restriction. There are three (3) pertinent terms:(1) The property shall not be resold for more than the "Maximum Resale Price" which may not exceed the maximum affordable sale price at 70% of the Area Median Income (AMI), adjusted for household size, as established by the Department of Housing and Community Development ("DHCD") in its guidelines; (2) The property must be sold to a low-to-moderate income individual qualified by DHCD and the Town, defined as an "eligible purchaser"; and(3) With the exception of a purchase money first mortgage granted in connection with this purchase, the property shall not be further mortgaged or refinanced without the prior written consent of DHCD and the Town. All parties are on notice that this auction will be conducted subject to and in accordance with the terms and provisions of the above-referenced restriction. Survival of Restrictions upon Exercise of Foreclosure Sale by Trustees. The Trustees shall notify the Municipality, DHCD and any Mortgagee(s) in the event that the Property is to be sold after entry of judgment in this case under the authority of G.L. c. 183A, § 6 not less than one hundred and five (105) days prior to the Foreclosure Sale or the acceptance of a deed in lieu of foreclosure ("Foreclosure Notice"). The Municipality, DHCD, or their designee shall have the right and option to purchase the Property upon receipt of the Foreclosure Notice in accordance with the time standards set forth in paragraph 1 of the Deed Rider. In the event that the Municipality, DHCD, or their designee intend to exercise this option, the Municipality, DHCD, or their designee shall purchase the Property within one hundred and five (105) days of receipt of such notice, at a price equal to the Maximum Resale Price (which for this purpose may be less than the purchase price paid for the Property by the Owner). The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to G.L. c. 183A, and all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over such foreclosing Trustees' Lien, and further subject to a deed rider identical in form and substance to the Deed Rider which shall be executed by the Municipality, DHCD, or their designee, and to record with the deed, except that (i) during the term of ownership of the Property by the Municipality, DHCD, or their designee, the owner-occupancy requirements of Section 0 and 3 of the Deed Rider shall

not apply (unless the designee is an Eligible Purchaser). **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the Municipality or its designee or the enforceability of the restrictions herein. In the event of such a sale to the Municipality or its designee (unless the designee is an Eligible Purchaser), the Property shall remain subject to this Deed Rider and shall thereafter be sold or rented to an Eligible Purchaser as may be more particularly set forth in the Regulatory Agreement.

(a) During the one hundred and five (105) days Foreclosure Notice period, the Municipality or DHCD shall have the right to locate an Eligible Purchaser consistent with the provisions set forth in Sections 4(a) and 4(b) of the Deed Rider (with the exception of the time frames identified therein). If such an Eligible Purchaser is found, he or she will be considered a designee of the Municipality or DHCD and any sale of the Property to the Eligible Purchaser shall be conducted in accordance with subsection (b), above.

(b) If the Municipality, DHCD, or their designee, including an Eligible Purchaser, fails to purchase the Property within the one hundred and five (105) days Foreclosure Notice period pursuant to subsections (b) and (c) above, the foreclosing Trustees may conduct the Foreclosure Sale or accept a deed in lieu of foreclosure. The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over the foreclosing Trustee's lien, and further subject to a deed rider, as set forth below.

(c) In the event that the foreclosing Trustees conduct a Foreclosure Sale or other proceeding enforcing its rights under their lien and the Property is sold for a price in excess of the Maximum Resale Price, such excess shall be paid to the Municipality for its Affordable Housing Fund after (i) a final judicial determination, or (ii) a written agreement of all parties who, as of such date hold (or have been duly authorized to act for other parties who hold) a record interest in the Property, that the Municipality is entitled to such excess. The legal costs of obtaining any such judicial determination or agreement shall be deducted from the excess prior to payment to the Municipality. To the extent that the Owner possesses any interest in any amount which would otherwise be payable to the Municipality under this paragraph, to the fullest extent permissible by law, that interest is assigned to the Trustees in such amount for payment to the Municipality as previously agreed upon in the Deed Rider.

(d) If any party shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, the Property shall be conveyed subject to a deed rider identical in form and substance to the Deed Rider, which the Trustees agree to annex to the deed and to record with deed, except that (i) if the purchaser at such foreclosure sale or assignee of a deed in lieu of foreclosure is an Ineligible Purchaser, then during the term of ownership of the Property by such Ineligible Purchaser, the owner occupancy requirements in the deed rider shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such third party purchaser at the Foreclosure Sale. **Said deed shall clearly state that it is made subject to the deed rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to such third party purchaser or the enforceability of the restrictions herein.

(e) Upon satisfaction of the requirements contained in this Section 3, the Municipality and DHCD shall issue a Compliance Certificate to the foreclosing Trustees which, upon recording in the Registry, may be relied upon hereof as conclusive evidence that the conveyance of the Property pursuant to this Section 0 is in compliance with the rights, restrictions, covenants and agreements contained in the Deed Rider.

(f) If a Foreclosure Notice is delivered after the delivery of a Conveyance Notice as provided in Section 4(a) of the Deed Rider, the procedures set forth in Section 4 of the Deed Rider shall supersede the provisions of this Section 3 hereof.

2. Notice. Any notices, demands or requests that may be given pursuant to Foreclosure Sale of the Unit shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, postage prepaid, return receipt requested, to the following entities and parties in interest at the addresses set forth below, or such other addresses as may be specified by any party (or its successor) by such notice.

<u>DHCD:</u>	Director of Local Initiative Program Department of Housing and Community Development 100 Cambridge Street Suite 300 Boston, MA 02114		
<u>Municipality:</u>	Town of Topsfield Town Hall 8 West Common Street Topsfield, MA 01983	<u>Owner:</u>	Marguerite Philpott 281 Rowley Bridge Street Unit 6 Topsfield, MA 01983
<u>Trustees:</u>	Trustees of the Amberwood Farm Condominium Trust c/o Christopher D. Deorocki 21 Water Street Amesbury, MA 01913		

Any such notice, demand or request shall be deemed to have been given on the day it is hand delivered or mailed. Enforcement. Without limitation of any other rights or remedies of DHCD and the Municipality, or their successors and assigns, as provided herein and in the Deed Rider or otherwise, in the event of any sale, conveyance or other transfer or occupancy of the Property in violation of the provisions of this Agreement or the Deed Rider, DHCD and the Municipality shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive: (a) specific performance of the provisions of this Agreement and the Deed Rider; (b) money damages for charges in excess of the Maximum Resale Price, if applicable; (c) if the violation is a sale of the Property to an Ineligible Purchaser except as permitted herein, the DHCD and the Municipality shall have the option to locate an Eligible Purchaser to purchase, or itself purchase, the Property from the Ineligible Purchaser on the terms and conditions provided herein; the purchase price shall be a price which complies with the provisions of the Deed Rider; specific performance of the requirement that an Ineligible Purchaser shall sell, as herein provided, may be judicially ordered. (d) the right to void any contract for sale or any sale, conveyance or other transfer of the Property in violation of the provisions of this Agreement and the Deed Rider in the absence of a Compliance Certificate, by an action in equity to enforce the Agreement and Deed Rider; and (e) money damages for the cost of creating or obtaining a comparable dwelling unit for an Eligible Purchaser.

Christopher D. Deorocki, Esq., Law Office of Christopher D. Deorocki, Attorney for
Amberwood Farm Condominium, 21 Water Street, Amesbury, MA 01913, (978) 388-7430

By virtue of a Judgment and Order of the Essex County Superior Court (docket no. 1677 CV 0724D) in favor of the Amberwood Farm Condominium, aka Amberwood Farm Condominium Trust, by its Board of Trustees against Marguerite Philpott establishing a lien pursuant to M.G.L. c. 183A-6 on the real estate known as 281 Rowley Bridge Street - 6, Topsfield, Massachusetts 01983, for the purpose of satisfying such lien, the real estate will be sold at public auction at 3 o'clock P.M. on the 11th day of May A.D. 2017 at 281 Rowley Bridge Street-6, Topsfield, Massachusetts. The premises to be sold are more particularly described as follows:

Description: The Condominium Unit known as Condominium Unit Number 6, 281 Rowley Bridge Street -6, Topsfield, Massachusetts in the Condominium known as Amberwood Farm Condominium established by Master Deed dated October 1, 2004 and recorded on November 22, 2004 in the Essex South District Registry of Deeds at book 23656, Page 472.

The post office address of the Condominium Unit is 281 Rowley Bridge Street - 6, Topsfield, Massachusetts 01983. The land is described in the Master Deed. This Deed, the Subject Unit and the Condominium are subject to the provisions of Massachusetts General Laws, Chapter 183A. The Subject Unit is shown on the Master Plan of the Condominium as filed in the Essex South District Registry of Deeds (ESDRD) and on the Unit Plan of the Subject Unit and the verified statement of registered architect/engineer in the form required by Massachusetts General Laws, Chapter 183A, that is affixed to said Master Plans and Unit Plan.

The Subject Unit is hereby conveyed together with: 1.) An undivided 1.79% interest in the common areas and facilities of the Condominium described in the Master Deed pertaining to the Subject Unit; 2.) An easement for the continuance of all encroachments by the Subject Unit on the adjoining units or on the common areas and facilities existing as a result of construction of the Building, or that may come into existence hereinafter as a result of: (1) settling of the Building; or (2) condemnation or eminent domain proceedings; or (3) alteration or repair of the common areas and facilities or any part thereof made pursuant to the provisions of the Master Deed as the same may be from time to time amended; or (4) repair or restoration of the Building or any Unit therein after damage by fire or other casualty; and (5) appurtenant herewith to the aforesaid unit is the right to pass and re-pass and park a motor vehicle in that area lying between the sidewalk of the garage as set forth in the unit deed and the master plan and the common drive as shown on the master plan. (6) An easement to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities located in the other units and serving the Subject Unit. The Subject Unit is shown on the Master Plan of the Condominium filed in the ESDRD. The Subject Unit is hereby conveyed subject to: 1.) Easements in favor of the adjoining units and in favor of the common areas and facilities of the Subject Unit and serving the other units hereafter as a result of: (1) settling of the Building; or (2) condemnation or eminent domain proceedings; or (3) alteration or repair of the common areas and facilities or any part thereof made pursuant to the provisions of the Master Deed as the same may be from time to time amended; or the provisions of the Declaration of Trust of the Amberwood Farm Condominium Trust as the same may be from time to time amended; or (4) repair or restoration of the Building or any unit therein after damage by fire or other casualty; and 2.) An easement in favor of the Owners of other units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities located in the Subject Unit and serving the other units;

3.) The provisions of the Master Deed and Master Plans of the Condominium recorded simultaneously with and as part of the Master Deed, and the provisions of the Declaration of Trust of the Amberwood Farm Condominium Trust and the Bylaws and Rules and Regulations thereto (which Declaration of Trust of the Amberwood Farm Condominium Trust, Bylaws and Rules and Regulations, dated November 18, 2004, are recorded in the Essex South District Registry of Deeds, in Book 23656, at Page 499), as the same may be amended from time to time by instruments recorded with said Deeds, which provisions, together with any amendments thereto, shall constitute covenants running with the land and shall bind any person having at any time interest or estate in the Subject Unit, or parking space, including his or her family, tenants, and visitors, and occupants, as though such provisions were recited and stipulated at length herein; 4.) Easements, rights, obligations, provisions, agreements, restrictions, building line limitation, zoning regulations, public utility and telephone easements, easements in favor of the Declarant of the Master Deed, and all other matters set forth or referred to in the Master Deed; and 5.) The provisions of Massachusetts General Laws, Chapter 183A ("Condominiums").

5.) The unit is subject to specific restrictions of resale relative to the 55 plus age requirements as otherwise specifically detailed in the Master Deed, Condominium Trust Bylaws, and Rules and Regulations of the Amberwood Farm Condominium. The Subject Unit is intended only for residential use by not more than one family unit, subject to the restrictions as set forth in the Bylaws of the Amberwood Farm Condominium Trust and Rules and Regulations thereto, as the same may from time to time be amended. The Subject Unit shall not be used or maintained in a manner inconsistent with the provisions of the Master Deed, or of this Unit Deed, or the Amberwood Farm Condominium Trust and the Bylaws and Rules and Regulations thereto, as the same may from time to time be amended. The unit shall be subject to the following: Pursuant to 310 CMR 15.00 Title 5 and as a condition of the Comprehensive Permit granted pursuant to G.L. c. 40B, Sec. 20-23 establishing the condominium, no habitable space not indicated on the Architectural Plans as a bedroom shall be converted to a bedroom and the number of bedrooms in the unit shall be limited to a maximum of two. THIS UNIT AND CONVEYANCE THEREOF, IS SUBJECT TO THE TERMS OF THE LOCAL INITIATIVE PROGRAM DEED RIDER AND ALL TERMS OF SUCH RIDER ARE INCORPORATED BY REFERENCE TO THIS DEED. For title reference, see deed of Amberwood Development Corporation to Amberwood Development LLC, which deed is dated October 14, 2003 and recorded in the Essex South District Registry of Deeds in Book 21926 at Page 466.

Terms of sale: A non-refundable deposit in cash or certified check or bank check for a minimum of \$5,000 is to be paid by the successful bidder at the time of auction. The successful bidder shall be required to execute a Memorandum of Sale. The balance of the purchase price is to be paid within thirty (30) days of the auction. The closing shall take place within thirty (30) days of the auction at such location as the judgment creditor or its attorney shall designate. The successful bidder shall be responsible for payment of all recording fees, taxes, municipal liens, water and sewer assessments, and/or transfer stamps at the time of closing. An Auctioneer's Release Deed will be issued to 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 title, municipal or other public taxes, assessments, liens, or claims in the nature of liens, and existing encumbrances or record senior to the lien hereby being satisfied, whether or not reference to any such encumbrance or lien is made in the Deed. Additionally, and not by way of limitation, the sale shall be subject to and with the benefit of any and all taxes, tenancies, and occupants, if any. This sale is subject to any senior liens or encumbrances, including but not limited to outstanding municipal taxes, if any. No representation is or shall be made by the Seller as to if any such taxes are outstanding or the amount outstanding, if any. Prospective Bidders should determine the status of outstanding municipal taxes, if any. The successful bidders shall be required to pay common area fees, charges, special assessments, or other operating costs of the Condominium from the date the Memorandum of Sale is executed. No representation is or shall be made by the Seller as to any mortgages, liens, or encumbrances of record, or as to the condition of the Unit or the Condominium. The Unit shall be purchased "as is." The Unit shall be purchased subject to any and all benefits and restrictions as may be imposed by the Master Deed, Declaration of Trust, By-Laws, Rules and Regulations, and or M.G.L. c. 183A. Subject to all mortgages, unpaid taxes, tax titles, governmental liens, and municipal liens and assessments, which precede over the said condominium lien above described, if any. Other terms to be announced at the sale.

IMPORTANT NOTICE:

The premises located at 281 Rowley Bridge Street, Unit 6, Topsfield, Massachusetts is an affordable unit subject to a Local Initiative Program (LIP) affordable housing restriction.

The purchaser of the premises will be subject to an affordable housing restriction under Mass. Gen. L. 184, §§ 31 & 32 and shall receive a Deed Rider that shall include the terms of the restriction. There are three (3) pertinent terms: (1) The property shall not be resold for more than the "Maximum Resale Price" which may not exceed the maximum affordable sale price at 70% of the Area Median Income (AMI), adjusted for household size, as established by the Department of Housing and Community Development ("DHCD") in its guidelines; (2) The property must be sold to a low-to-moderate income individual qualified by DHCD and the Town, defined as an "eligible purchaser"; and (3) With the exception of a purchase money first mortgage granted in connection with this purchase, the property shall not be further mortgaged or refinanced without the prior written consent of DHCD and the Town. All parties are on notice that this auction will be conducted subject to and in accordance with the terms and provisions of the above-referenced restriction. Survival of Restrictions upon Exercise of Foreclosure Sale by Trustees: The Trustees shall notify the Municipality, DHCD and any Mortgagee(s) in the event that the Property is to be sold after entry of judgment in this case under the authority of G.L. c. 183A, § 6 not less than one hundred and five (105) days prior to the Foreclosure Sale or the acceptance of a deed in lieu of foreclosure ("Foreclosure Notice"). The Municipality, DHCD, or their designee shall have the right and option to purchase the Property upon receipt of the Foreclosure Notice in accordance with the time standards set forth in paragraph 1 of the Deed Rider. In the event that the Municipality, DHCD, or their designee intend to exercise this option, the Municipality, DHCD, or their designee shall purchase the Property within one hundred and five (105) days of receipt of such notice, at a price equal to the Maximum Resale Price (which for this purpose may be less than the purchase price paid for the Property by the Owner). The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to G.L. c. 183A, and all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over the foreclosing Trustee's Lien, and further subject to a deed rider identical in form and substance to the Deed Rider which shall be executed by the Municipality, DHCD, or their designee, and to record with the deed, except that (i) during the term of ownership of the Property by the Municipality, DHCD, or their designee, the owner-occupancy requirements of Section 0 and 3 of the Deed Rider shall not apply (unless the designee is an Eligible Purchaser). Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed. Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the Municipality or its designee or the enforceability of the restrictions herein. In the event of such a sale to the Municipality or its designee (unless the designee is an Eligible Purchaser), the Property shall remain subject to the Deed Rider and shall thereafter be sold or rented to an Eligible Purchaser as may be more particularly set forth in the Regulatory Agreement.

(a) During the one hundred and five (105) days Foreclosure Notice period, the Municipality or DHCD shall have the right to locate an Eligible Purchaser consistent with the provisions set forth in Sections 4(a) and 4(b) of the Deed Rider (with the exception of the time frames identified therein). If such an Eligible Purchaser is found, he or she will be considered a designee of the Municipality or DHCD and any sale of the Property to the Eligible Purchaser shall be conducted in accordance with subsection (b), above.

(b) If the Municipality, DHCD, or their designee, including an Eligible Purchaser, fails to purchase the Property within the one hundred and five (105) days Foreclosure Notice period pursuant to subsections (b) and (c) above, the foreclosing Trustee may conduct the Foreclosure Sale or accept a deed in lieu of foreclosure. The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens, and any other encumbrances of record then in force and applicable to the Property having priority over the foreclosing Trustee's Lien, and further subject to a deed rider, as set forth below.

(c) In the event that the foreclosing Trustee conducts a Foreclosure Sale or other proceeding enforcing its rights under their lien and the Property is sold for a price in excess of the Maximum Resale Price, such excess shall be paid to the Municipality for its Affordable Housing Fund after (i) a final judicial determination, or (ii) a written agreement of all parties who, as of such date hold (or have been duly authorized to act for other parties who hold) a record interest in the Property, that the Municipality is entitled to such excess. The legal costs of obtaining any such judicial determination or agreement shall be deducted from the excess prior to payment to the Municipality. To the extent that the Owner possesses any interest in any amount which would otherwise be payable to the Municipality under this paragraph, to the fullest extent permissible by law, that interest is assigned to the Trustees in such amount for payment to the Municipality as previously agreed upon in the Deed Rider.

(d) If any party shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, the Property shall be conveyed subject to a deed rider identical in form and substance to the Deed Rider, which the Trustees agree to annex to the deed and to record with deed, except that (i) if the purchaser at such foreclosure sale or assignee of a deed in lieu of foreclosure is an Ineligible Purchaser, then during the term of ownership of the Property by such Ineligible Purchaser, the owner occupancy requirements in the deed rider shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such third party purchaser at the Foreclosure Sale. Said deed shall clearly state that it is made subject to the deed rider which is made part of the deed. Failure to comply with the preceding sentence shall not affect the validity of the conveyance to such third party purchaser or the enforceability of the restrictions herein.

(e) Upon satisfaction of the requirements contained in this Section 3, the Municipality and DHCD shall issue a Compliance Certificate to the foreclosing Trustee which, upon recording in the Registry, may be relied upon hereof as conclusive evidence that the conveyance of the Property pursuant to this Section 0 is in compliance with the rights, restrictions, covenants and agreements contained in the Deed Rider.

(f) If a Foreclosure Notice is delivered after the delivery of a Conveyance Notice as provided in Section 4(a) of the Deed Rider, the procedures set forth in Section 4 of the Deed Rider shall supersede the provisions of this Section 3 hereof.

1. Notice. Any notices, demands or requests that may be given pursuant to Foreclosure Sale of the Unit shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, postage prepaid, return receipt requested, to the following entities and parties in interest at the addresses set forth below, or such other addresses as may be specified by any party (or its successor) by such notice.

DHCD: Director of Local Initiative Program Department of Housing and Community Development 100 Cambridge Street Suite 300 Boston, MA 02114		Owner: Marguerite Philpott 281 Rowley Bridge Street Unit 6 Topsfield, MA 01983
Municipality: Town of Topsfield Town Hall 8 West Common Street Topsfield, MA 01983		
Trustees: Trustees of the Amberwood Farm Condominium Trust c/o Christopher D. Deorocki 21 Water Street Amesbury, MA 01913		

Any such notice, demand or request shall be deemed to have been given on the day it is hand delivered or mailed. Enforcement. Without limitation of any other rights or remedies of DHCD and the Municipality, or their successors and assigns, as provided herein and in the Deed Rider or otherwise, in the event of any sale, conveyance or other transfer or occupancy of the Property in violation of the provisions of this Agreement or the Deed Rider, DHCD and the Municipality shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive: (a) specific performance of the provisions of this Agreement and the Deed Rider; (b) money damages for charges in excess of the Maximum Resale Price, if applicable; (c) if the violation is a sale of the Property to an Ineligible Purchaser except as permitted herein, the DHCD and the Municipality shall have the option to locate an Eligible Purchaser to purchase, or itself purchase, the Property from the Ineligible Purchaser on the terms and conditions provided herein; the purchase price shall be a price which complies with the provisions of the Deed Rider; specific performance of the requirement that an Ineligible Purchaser shall sell, as herein provided, may be judicially ordered; (d) the right to void any contract for sale or any sale, conveyance or other transfer of the Property in violation of the provisions of this Agreement and the Deed Rider; or (e) money damages for the cost of creating or obtaining a comparable dwelling unit for an Eligible Purchaser.

(e) Money damages for the cost of creating or obtaining a comparable dwelling unit for an Eligible Purchaser.
 Christopher D. Deorocki, Esq., Law Office of Christopher D. Deorocki, Attorney for Amberwood Farm Condominium, 21 Water Street, Amesbury, MA 01913, (978) 388-7430
 SN - 4/14, 4/21, 4/28/17