

# Regnante, Sterio & Osborne LLP

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File No. 40237

## MORTGAGEE'S FORECLOSURE SALE

UNIT 28, BUILDING 28, A/K/A UNIT 18, BUILDING 4  
THE VILLAGE AT BRICKETT HILL CONDOMINIUM  
28 LILAC LANE  
HAVERHILL, MASSACHUSETTS

MAY 13, 2011

### Index of Documents Available for Inspection by Qualified Bidders

1. Mortgagee's Notice of Sale of Real Estate;
2. Additional Terms of Mortgagee's Sale;
3. Memorandum of Foreclosure Sale;
4. Municipal Lien Certificate;
5. Property Transfer Lead Paint Notification Form; and
6. Condominium Unit Plan.

THE INFORMATION AND DOCUMENTATION HEREIN CONTAINED IS FOR INFORMATIONAL PURPOSES ONLY, AND NO REPRESENTATION AS TO ITS TRUTH OR ACCURACY IS MADE. ALL OF THE INFORMATION AND DOCUMENTATION PROVIDED HEREIN HAS BEEN COMPILED FROM PUBLIC RECORDS AND/OR OBTAINED FROM THIRD PARTIES AND THE READER SHOULD MAKE AND DRAW HIS/HER OWN CONCLUSIONS AS TO ITS RELIABILITY AND RELEVANCY.

## MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the POWER OF SALE contained in a certain mortgage given by RICHARD P. MARTIN to the INSTITUTION FOR SAVINGS IN NEWBURYPORT AND ITS VICINITY, with a usual place of business at 81 State Street, Newburyport, Essex County, Massachusetts, dated January 21, 2005, and recorded with the Essex South District Registry of Deeds in Book 23889, Page 511, of which mortgage the INSTITUTION FOR SAVINGS IN NEWBURYPORT AND ITS VICINITY is the present holder, for breach of the conditions contained in said mortgage, namely, default in the mortgage payments, and for the purpose of foreclosing the same, there shall be sold at Public Auction at 10:00 a.m. on Friday, February 11, 2011, on the mortgaged premises located at Unit 28, Building 28, a/k/a Unit 18, Building 4, The Village at Brickett Hill Condominium, 28 Lilac Lane, Haverhill, Essex County, Massachusetts, where a flag shall be erected on the day of such sale, all and singular the premises described in said mortgage, to wit:

The Unit ("Unit") know(n) as Unit 28, Building 28, a/k/a Unit 18, Building 4, having a post office address of 28 Lilac Lane, Haverhill, Massachusetts 01830, in a Condominium known as The Village at Brickett Hill Condominium situated on North Avenue, Haverhill, Massachusetts, a condominium established pursuant to Massachusetts General Laws, Chapter 183A, as amended, created by Master Deed dated March 24, 1987, and recorded on March 30, 1987 with Essex South District Registry of Deeds in Book 8870, Page 247, as amended by instruments of record.

Said premises are conveyed together with Grantor's undivided interest in the Common areas and Facilities of said Condominium as set forth in said Master Deed, as amended and as may be further amended from time to time.

Said premises are conveyed subject to and with the benefit of restrictions upon and conditions, rights and obligations of a Unit Owner as set forth or referred to in said Master Deed, said Unit Deed and the provisions of the Village at Brickett Hill Condominium Trust its By-Laws, Rules and Regulations which are recorded with said Master Deed, in Book 8870, Page 286, all as amended or as may from time to time hereafter be further amended by instruments of record including the Unit Plan shown of

record certified by the registered architect, in the form provided by G.L.c.183A section 9.

The unit is conveyed together with the exclusive right and easement to use those portions of the common areas appurtenant to the Unit as provided in the Master Deed.

PERCENTAGE INTEREST: 0.4887796

A right to the exclusive use of one (1) garage and one (1) surface parking space as may be designated from time to time by the Trustees of the Village at Brickett Hill Condominium Trust under a Declaration of Trust dated March 24, 1987 recorded with said Registry of Deeds, in Book 8840, Page 286.

Each of the units in the condominium in (is) intended for residential purposes and such other uses as are set forth in the Master Deed.

The Mortgaged Premises shall be sold subject to any and all unpaid taxes, charges and other municipal assessments and liens, and subject to prior liens or other enforceable encumbrances of record entitled to precedence over the mortgage, and subject to and with the benefit of all easements, restrictions, reservations and conditions of record and subject to all leaseholds, tenancies and/or rights of parties in possession, including rights or claims in improvements and personal property now located on the Mortgaged Premises and installed by current or former owners or occupants. It shall be the bidder's sole responsibility to ascertain all items described in this paragraph and no representations are made concerning compliance with applicable zoning, subdivision, state and local building, environmental, sanitary or other Federal, State and/or Municipal regulations, utilities, condition or permitted use of the premises, state of title, or otherwise.

#### TERMS OF SALE:

Cash, cashier's or certified check drawn upon any bank or trust company doing business in the Commonwealth of Massachusetts, in the sum of TEN THOUSAND AND 00/100 (\$10,000.00) DOLLARS must be presented at the time and place of the sale in order to qualify as a bidder and shall be tendered by the purchaser at the time and place of sale; a minimal


acceptable bid amount may be announced at the time for sale; the high bidder shall execute and agrees to comply with the terms of the written Memorandum of Foreclosure Sale upon acceptance of his/her bid; the balance of the bid price shall be paid in cash, cashier's or certified check drawn upon any bank or trust company doing business in the Commonwealth of Massachusetts, or by federal wire transfer, in or within thirty (30) days after the date of sale. The deed for the Mortgaged Premises shall be delivered upon receipt of the balance of the purchase price.

The Mortgagee reserves the right to postpone the sale to a later date by public proclamation by the Mortgagee, its attorney or its auctioneer at the time and date appointed for the sale and to further postpone at any adjourned sale date by public proclamation at the time and date appointed for the adjourned sale date. The description for the premises contained in said mortgage shall control in the event of a typographical error in this publication.

Other terms to be announced at the sale. Sale to be conducted by JOHN McINNIS AUCTIONEERS, 76 Main Street, Amesbury, Massachusetts 01913, Auctioneer's License No. 770, Telephone No. (978) 388-0400, Internet: [www.mcinnisauctions.com](http://www.mcinnisauctions.com).

INSTITUTION FOR SAVINGS  
IN NEWBURYPORT AND ITS VICINITY,  
By Its Duly Authorized Attorney

REGNANTE, STERIO & OSBORNE LLP

By   
PAUL G. CROCHIERE, ESQUIRE  
401 Edgewater Place, Suite 630  
Wakefield, Massachusetts 01880  
Telephone: (781) 246-2525

ADDITIONAL TERMS OF MORTGAGEE'S SALE OF  
MORTGAGED PREMISES

1. The auctioneer shall prequalify bidders by inspecting their deposit checks and requiring reasonable identification of such bidders.
2. The title to the Mortgaged Premises (as described in the "Mortgagee's Notice of Sale of Real Estate") shall be that which was conveyed by mortgage deed to the Mortgagee and the purchaser shall take title to the Mortgaged Premises by the usual foreclosure deed, without covenants.
3. The successful bidder other than the Mortgagee shall deposit the required deposit with the auctioneer when the auctioneer so requires, properly endorsed if necessary, which deposit shall be forfeited if, after the Mortgaged Premises are sold to him or her, the bidder shall refuse to execute the Memorandum of Foreclosure Sale, or if, after signing, the bidder does not perform the bidder's part of the agreement. In case of forfeiture, the deposit shall become the property of the Mortgagee and such forfeiture by the bidder shall not release the bidder from his or her agreement, and the Mortgagee shall be entitled to all remedies at law or in equity for any default by the bidder under the agreement, including, without limitation, the right to demand specific performance and the right to require the bidder to pay the Mortgagee for all losses and expenses incurred by the Mortgagee as a result of bidder's non-performance, including, without limitation, reasonable attorney's fees, in conducting another foreclosure sale of the Mortgaged Premises, and for the difference between the amount of the bidder's bid at the foreclosure sale and the amount for which the Mortgaged Premises are sold to the second highest bidder or at any subsequent foreclosure sale if the subsequent bid is lower than the bidder's bid. No interest shall be paid on said deposit or any funds held hereunder pending delivery of the foreclosure deed.
4. The balance of the purchase price shall be paid within thirty (30) days after the date of sale to the law firm of Regnante, Sterio & Osborne LLP, attorneys for the Mortgagee. Upon receipt of the balance of the purchase price, Regnante, Sterio & Osborne LLP shall release the full purchase price to the Mortgagee and shall deliver the foreclosure deed to the buyer at the offices of Regnante, Sterio & Osborne LLP, 401 Edgewater Place, Suite 630, Wakefield, Massachusetts 01880, provided that the day of delivery of the full purchase price is one on which the Essex South District Registry of Deeds is open for business, and if not, then on the next day on which such Registry is open for business. Time is of the essence of this Agreement.
5. No adjustment shall be made for real estate taxes or payments due in lieu thereof, assessments, or other municipal charges, rental payments, liens or claims in the nature of liens, as the successful bidder shall take the property subject to all taxes, charges, assessments and liens due up to the date of delivery of the foreclosure deed. A copy of the Municipal Lien Certificate issued by the City of Haverhill is available for review.
6. The successful bidder shall pay the costs of all documents required to be recorded or needed to complete this transaction, as well as all costs of recording and documentary stamps.

7. Buyer shall be responsible for compliance with M.G.L. Chapter 148, Sections 26E, 26F and 26F ½, regarding the installation of smoke detectors and carbon monoxide detectors in residential buildings or structures.
8. In the event that the successful bidder at the foreclosure sale shall default in purchasing the Mortgaged Premises according to the terms of this Notice of Sale and/or the terms of the Memorandum of Foreclosure Sale executed at the time of the foreclosure, the Mortgagee reserves the right to sell the property by Foreclosure Deed to the second highest bidder at the amount of the second highest bid.
9. The following information has been provided to the foreclosing Bank by attorneys for the Village at Brickett Hill Condominium Association (the "Association"). The foreclosing Bank makes no representation as to this information. According to the Association:

On or about January 31, 2011, the unit suffered water damage. The Full Replacement Value of the loss was \$105,518.83. The Actual Cash Value of the loss was \$93,616.73. Additionally there was a deductible of \$5,000.00. The Board of the Association is therefore currently holding \$88,616.73 in funds as the Insurance Trustees under the Condominium By-Laws, subject, however, to outstanding invoices for work already done in the aggregate amount of \$26,171.50, leaving net remaining insurance proceeds of \$62,445.23 (the "Net Funds"). The purchaser at foreclosure will be entitled to receipt of the Net Funds after the closing related to this auction occurs and the purchaser pays the foreclosing mortgagee the full purchase price and records the foreclosure deed. The Net Funds will be disbursed to the subsequent owner of the unit pursuant to the Condominium By-Laws and the Insurance Resolution recorded at the Essex South District Registry of Deeds in Book 28051, Page 168, a copy of which is attached hereto. The Net Funds are to be used only for purposes of making repairs to the unit, and for no other purpose. The new owner will be responsible for any deficiency not covered by the insurance proceeds, including the deductible.

In addition to the Net Funds described above, the insurance carrier for the Association has an additional \$11,902.10 available in supplemental claim amounts available. The insurance carrier will use these to reimburse any costs associated with repairs made to the unit provided that cancelled checks and receipts for repairs done are provided for all repairs done to the unit, including repairs done with the initial \$62,445.23.

The repairs are to be in the nature of restoring the unit to its initial condition before the January 31, 2011 loss. Repairs, replacements or betterments that would result in the unit being in an improved condition to the pre January 31, 2011 loss are not reimbursable. See the Sworn Statement of Loss and the adjustor's report prepared by New England Building & Restore, attached hereto.

LF  
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2008092200225 Bk:28051 Pg:168  
09/22/2008 11:53 VOTE Pg 1/5

**CERTIFICATE OF VOTE AND RESOLUTION OF THE BOARD OF TRUSTEES  
OF THE VILLAGE AT BRICKETT HILL CONDOMINIUM**

This Certificate of Vote and Resolution is entered into this 11<sup>th</sup> day of September, 2008, by the Board of Trustees of the Village at Brickett Hill Condominium.

WHEREAS, Article VIII of the Condominium By-Laws authorizes the Board of Trustees, from time to time, to adopt, amend and rescind Administrative Rules and Regulations governing the details of the operation and use of the common areas and facilities and such restrictions on and requirements respecting the use and maintenance of the units and the use of the common areas and facilities; and

WHEREAS, the original Master Deed, Condominium Trust and By-Laws are recorded with the Essex South District Registry of Deeds at Book 8870, Page 247, and Book 8870, Page 286, respectively; and

WHEREAS, the Board of Trustees has adopted a Rule regarding insurance, the substance of which is set forth below.

~~NOW THEREFORE, the Trustees of the Village at Brickett Hill Condominium, acting pursuant to the authorities contained in Articles III and VIII of the Condominium By-Laws do hereby amend the Administrative Rules and Regulations of the Village at Brickett Hill Condominium as follows:~~

1. The Rules and Regulations of the Village at Brickett Hill Condominium are hereby amended by adding and adopting the following Article:

**ARTICLE - INSURANCE RESOLUTION**

We, the undersigned, being a majority of the Board of Trustees of the Village at Brickett Hill Condominium, under a Declaration of Trust and By-Laws recorded as set forth above do hereby adopt the following policy resolution regarding property insurance claims, repairs, and deductibles:

1. Master Insurance Policy: The Condominium Association shall maintain insurance as

2. The Trustees shall obtain a proper insurance policy with a deductible of not more than \$5,000.00, per claim, per incident.
  3. The Trustees shall have the right to assess the deductible to unit owners as the Trustees may, in their sole discretion determine, including, but not limited to, assessing the deductible to unit owners sustaining property damage to their unit.
  4. In the event of property damage to a unit or units, the Trust shall not be responsible for the payment of the deductible but rather said unit owner or unit owners shall be responsible for the same.
  5. Unit owners may obtain certificates of insurance for the Master Insurance Policy from the insurance agent for the Condominium Association. Unit owners should provide the insurance agent, with various information including the unit owner's name or the buyer's name, the unit number, the mortgage holder's name and address, and the loan number of the mortgage.
  6. Each unit owner is solely responsible to obtain his or her own insurance coverage in appropriate kinds of amounts to insure his or her unit, personal effects and contents, unit improvements and coverage for the Condominium Trust's deductible as well as insuring for liability and all such other coverage which said unit owner desires or is required to maintain pursuant to the Condominium Documents.
  7. It is suggested that all unit owners obtain endorsements to their policy for various coverage including, but not limited to, all risk coverage, loss assessment coverage, coverage A satisfactory amounts, and insurance to provide coverage for the Condominium's deductible.
  8. It is recommended that all unit owners review their own insurance coverage with their own insurance agent or insurance advisor.
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9. Investor owners should also obtain coverage for loss of rent, liability and all other appropriate coverage. Investor owners should obtain written verification that their tenants have appropriate insurance coverage.
  10. If a unit owner sustains property damage in amounts less than the Condominium Association's deductible, the unit owner shall be solely responsible for the cost to repair the damage, and the unit owner should notify his or her insurance agent. The Trust will not be responsible for property damage to a unit in an amount less than the deductible, and no unit owner shall file a claim with the Master Insurance agent or carrier.
  11. The following steps should be followed when damage occurs in a unit in excess of the Condominium Trust's Master Policy deductible:


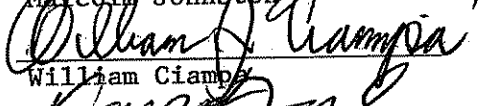
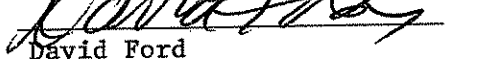




- A. Identifying Master Policy Claims: When a unit owner reports damage, a note will be made to the file. The damage will be inspected to assess the approximate cost of the damage. The unit owner shall notify their own insurance agent or carrier. The unit owner is responsible for the Condominium Master Policy deductible for items not covered by the Master Policy and is also responsible for all damage to the unit, personal property, improvements, rent loss, etc., not covered by the Master Policy. If the damage to areas covered by the Master Policy is less than the deductible, then the Condominium does not get involved with the process and the unit owner must resolve the claim with their individual insurance agent or carrier.
- B. Processing a Master Policy Claim: The following is the process for filing a claim against the Master Policy:
- (i) Damage in excess of \$5,000.00 must be reported within seventy-two (72) hours to the Management Agent. Failure to report claims promptly may result in the claim being denied by the Insurance Carrier. The Trust will not honor claims that are denied by the Carrier because of failure to report in a prompt fashion. Unit Owners should also notify their Insurance Carrier at the same time.
  - (ii) The Management Agent will notify the Trust's Insurance Agent of the loss. Should immediate repairs need to be made in order to insure the safety of unit occupants the Management Agent will secure approval for these repairs from the Insurance Carrier.
  - (iii) The Management Agent will instruct the unit owner to secure bids to repair the damage. These bids are to be submitted to the Management Agent with a cover sheet itemizing the costs and totaling the same. This sheet must contain the unit owner's signature. If the damage is less than the Master Policy deductible, the unit owner need not submit anything further and should deal with their insurance agent or carrier.
  - (iv) During the bidding and damage assessment process, the Unit Owner must work closely with the Management Agent and the Master Policy Insurance Adjuster in order that the scope of work is agreed upon by all parties prior to the commencement of said restoration work. This includes, but is not limited to, making the unit available for inspection, securing additional bids should the Insurance Adjuster request it, and promptly responding to requests made by the Insurance Adjuster and/or Management Agent. The Trust will not be responsible for the timeliness of insurance claims being paid. If a claim payment is delayed, no interest, penalties or other claims will be honored.

- (v) In the event there is a dispute, the final approval of settlement costs is with the Insurance Company and the unit owner must abide by its decision.
- (vi) Once it is agreed by all parties what the scope and amount of the claim will be, the unit owner will be given permission to commence the restoration work. Unit owners may ask that the Trust request payment of the claim in order that the unit owner has funds to initiate restoration work. If the Insurance Carrier forwards this amount to the Trust, then the Trust may pass the benefit of this early payment to the unit owner. The Trust will never release funds to a unit owner prior to the signing of a release by the unit owner.
- (vii) Final payment will be made when:
  - (a) The Insurance Adjuster has had the opportunity to inspect all repair work.
  - (b) The Trust has received the final payment from the insurance carrier.
  - (c) The unit owner has signed a release.
- (viii) The Trust shall have no obligation or responsibility to perform or cause to be performed repairs within an individual unit.

12. Notwithstanding the above, the Board of Trustees reserves the right to utilize all insurance funds, as well as any other funds which are required to be paid by the unit owner to undertake any and all work needed to the common areas and/or units. The Board shall not be obligated to undertake any said work in the unit until the unit owner makes the payment of any amounts due hereunder.

IN WITNESS WHEREOF the Board of Trustees has executed this instrument under seal this  
11 day of September, 2008.

  
Malcolm Johnston  
  
William Ciampa  
  
David Ford

  
William McBride  
  
Ted Coletta

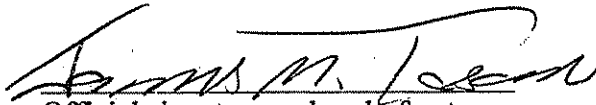
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COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

September 11, 2008

On this 11 day of September, 2008, before me, the undersigned notary public, personally appeared Malcolm Johnston, David Ford, Ted Coletta, William Ciampa and William McBride, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose, as the duly authorized Board of Trustees of the Village at Brickett Hill Condominium.

  
Official signature and seal of notary

My Commission Expires: 12/5/14

AMOUNT OF POLICY AT TIME OF LOSS  
\$50,203,000.00

DATE ISSUED  
5/1/2010

DATE EXPIRES  
5/1/2011

**SWORN STATEMENT IN PROOF OF LOSS  
AND SUBROGATION AGREEMENT**

Any person who knowingly and with intent to defraud any insurance company or other person files and application for insurance or statement of claim containing any material false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

POLICY NO.  
8120D10667

COMPANY CLAIM NO.  
FMA00868

AGENT  
HUB International New Engla

To the Strathmore Insurance Company, 200 Madison Avenue, New York, NY 10016

By the above policy, you insured - The Villages At Brickett Hill Condominium Trust, 28 Lilac Lane, Haverh (Insurer)  
against loss by Water to the property described under Schedule "A."

1. Time and Origin: A Water loss occurred about the hour of \_\_\_\_\_  
on the 31 day of January 2011, the cause and origin of the said loss were: \_\_\_\_\_  
Water

2. Occupancy: The building described, or containing the property described, was occupied at the time of the loss as follows,  
and for no other purpose whatever: As Permitted

3. Title and interest: At the time of the loss, the interest of your insured in the property described therein was  
Condominium

No other person or persons had any interest therein or incumbrance thereon, except:  
None

4. Changes: Since the said policy was issued, there has been no assignment thereof, or change of interest, use, occupancy,  
possession, location or exposure of the property described except  
None

5. Total Insurance The TOTAL AMOUNT OF INSURANCE upon the property described by this policy was, at the time of  
the loss, \$50,203,000.00, as more particularly specified in the apportionment attached under Schedule  
"C," besides which there was no policy or other contract of insurance, written or oral, valid or invalid.

(FULL REPLACEMENT COST FIGURES TO BE INSERTED  
ONLY WHEN CONSIDERED IN THE ADJUSTMENT)

FULL REPLACEMENT COST	ACTUAL CASH VALUE
\$0.00	\$0.00
\$105,518.83	\$93,616.73

6. The value of said property at the time of loss was.....

7. The whole loss and damage was.....

\$0.00

8. The amount (less Ded of \$5,000.00 ) claimed under this policy is

\$88,616.73

9. The said loss did not originate by any act, design or procurement on the part of your insured, of this affiant; nothing has been  
done by or with the privity or consent of your insured or this affiant, to violate the conditions of the policy, or render it void; no  
articles are mentioned herein or in annexed schedules but such as were destroyed or damaged at the time of said loss; no  
property saved has in any manner been concealed, and no attempt to deceive the said company, as to the extent of said loss, has  
in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

10. The insured hereby assigns, transfers, and sets over to the insurer any and all claims or causes of action of whatsoever kind and  
nature which the insured now has, or may hereafter have, to recover against any person or persons as the result of said  
occurrence and loss above described, to the extent of the payment above made; the insured agrees that the insurer may enforce  
the same in such manner as shall be necessary or appropriate for the use and benefit of the insurer, either in its own name or in  
the name of the insured; that the insured will furnish such papers, information, or evidence as shall be within the insured's  
possession of this blank or the preparation of the above insurance company is not a waiver of any of its rights.

11. The furnishing of this blank or the preparation by a representative of the above insurance company is not a waiver of any  
of its rights.

12. THIS STATEMENT IS MADE UNDER THE PENALTY OF PERJURY.

State of Massachusetts

County of Essex

Subscribed and sworn to before me this

20th

day of

April, 2011

Notary Public

X Mary H Cahill Property Manager  
X as Agent for The Village at Brickett Hill

Form recommended by the  
American Insurance Association  
February, 1987

STATEMENT AS TO FULL COST OF REPAIR OR REPLACEMENT  
UNDER THE REPLACEMENT COST COVERAGE  
SUBJECT TO THE TERMS AND CONDITIONS OF THIS POLICY

To the Strathmore Insurance Company Ins. Co  
of New York, NY 10018 Policy No. 8120D10687  
Agency at Wilmington, MA Agent HUB International New England  
Insured The Villages At Brickett Hill Condominium Trust  
Location 28 Liliac Lane Haverhill MA 01830

Type of property involved in claim Building

Date of Loss 1/31/2011

- |   |    |                        |
|---|----|------------------------|
| 1. Full Amount of Insurance applicable to the property for which claim is presented was . . . . .   | \$ | <u>\$50,203,000.00</u> |
| 2. Full Replacement Cost of the said property at the time of the loss was . . . . .   | \$ | <u>\$0.00</u>          |
| 3. The Full Cost of Repair or Replacement is. . . . .   | \$ | <u>\$105,518.83</u>    |
| 4. Applicable Depreciation is. . . . .  | \$ | <u>\$11,902.10</u>     |
| 5. Actual Cash Value loss is. . . . .<br>(Line 3 minus Line 4)  | \$ | <u>\$93,616.73</u>     |
| 6. Less deductible and/or participation by the insured . . . . .  | \$ | <u>\$5,000.00</u>      |
| 7. Actual Cash Value Claim is. . . . .<br>(Line 5 minus Line 6)   | \$ | <u>\$88,616.73</u>     |
| 8. Supplemental Claim, to be filed in accordance with the terms and conditions of the Replacement Cost coverage, upon inspection of completed repairs/replacement and presentation of verifiable receipts and canceled checks, within <u>730</u> days from date of loss as shown above, will not exceed . . . . .<br>(This figure will be that portion of the amounts shown on Lines 4 and 6) | \$ | <u>\$11,902.10</u>     |

X May H Cahill Property Manager  
X As Agent for Villages at Brickett Hill Insured

State of Massachusetts

County of Essex

Subscribed and sworn to before me this

20th day of April 20 11  
[Signature]

Notary Public

COMMONWEALTH OF MASSACHUSETTS

ESSEX SOUTH ss

April 20, 2011

On this 20<sup>th</sup> day of APRIL, 2011, before me, the undersigned notary public, personally appeared Nancy H. Cahill proved to me through satisfactory evidence of identification, being (check whichever applies): ☐ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☒ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as Trustee of said The Village of Brickett Hill Condominium Trust.

Kathleen Asmar  
Notary Public  
My Commission Expires: 2-28-2014  
Print Notary Public's Name: Kathleen ASMAR  
Qualified in the Commonwealth of Massachusetts

## BUILDING CLAIM SUMMARY

INSURED:	The Villages At Brickett Hill Condominium Trust
CLAIM NO:	FMA00868
POLICY NO:	8120D10667
FILE NO:	MA-2-19221
DOL:	1/31/2011
	LOSS
Building Repairs - per NEBR repair estimate	\$ 79,347.33
Emergency Services - Pro-Care, Inc. (per inv)	\$ 22,184.75
Emergency Services - Pro-Care, Inc. (per inv)	\$ 1,510.49
Emergency Services - Pro-Care, Inc. (per inv)	\$ 323.68
Emergency Services - John M. Collins Electric (inv)	\$ 2,152.58
Total RCV Claim	\$ 105,518.83
Less Depreciation	\$ 11,902.10
ACV	\$ 93,616.73
Less Deductible	\$ 5,000.00
<b>NET BUILDING CLAIM</b>	<b>\$ 88,616.73</b>

PLEASE NOTE: These figures are subject to the review and approval of the insurance company.

[illegible]

## NEW ENGLAND BUILD & RESTORE

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A Division of SynergyOne Solutions Inc.  
590 Washington Street. Pembroke, MA. 02359  
Professional building damage evaluation & rebuilding experts  
(781) 826-7212 Fax (781) 826-0240

Client: Villages at Brickett Hill Condo  
Property: 28 Lilac Ln.  
Haverhill, MA

Operator Info:  
Operator: DAVIDR

Estimator: David Reggiani  
Business: 590 Washington St.  
Pembroke, MA 02359

Business: (781) 826-7212 x 20

Type of Estimate: Water Damage  
Date Entered: 2/21/2011 Date Assigned:

Price List: MABO7X\_FEB11  
Labor Efficiency: Restoration/Service/Remodel  
Estimate: 6630REV  
File Number: MA-2-19474

This estimate is based solely on the findings at the time of our inspection. NEBR Inc. reserves the right to amend this estimate should hidden or unforeseen damages and/or building code violations or unsuitable job site access be discovered during or prior to construction.

NEBR Inc. has estimated this project based on completing the entire scope of work as written, performing all phases in a continuous workman like manner. All work to be performed within normal working hours.

NEBR Inc. to have complete control of job site at all times which includes the following but not limited to:  
Job supervision and scheduling, Subcontractor selection and scheduling, job site access, and construction methods and materials.

Job site access may be limited by NEBR Inc. for safety reasons at any time during construction. No work to be allowed by owner or any other parties without written approval from NEBR Inc.

After the pre-construction meeting is completed, any and all requests for changes to the scope of work or changes to the project under construction, shall be addressed in writing to the contractor NEBR Inc. on the form provided to the owner by the contractor, called "change order request". Once the form has been submitted to NEBR Inc., we will calculate the cost of the requested changes, if any, and submit them in writing to the owner for approval. Upon approval of both parties will sign the change order and the changes shall be completed. Payment for approved change orders are due at the signing of said change orders. Change orders can affect the construction schedule and projected completion date.



## NEW ENGLAND BUILD & RESTORE

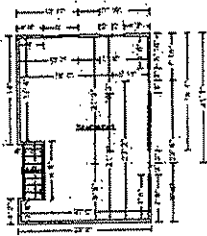
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6630REV

### Demolition

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
<b>Job Prep;</b>				
General Demolition - per hour to prep job for repairs	72.00 HR	43.76	0.00	3,150.72
<b>Labor hours to remove damaged fixtures, pull remaining screws, remove drywall left by mitigation company, and clean up rough cuts in drywall. Includes opening remaining walls to access laundry and bathroom plumbing.</b>				
Electrician - per hour to remove all remaining outlets, switches, and CATV jacks.	6.00 HR	0.00	89.11	534.66
Plumber - per hour to cut and cap off supplies and drains to all remaining fixtures not already cut off	6.00 HR	0.00	94.12	564.72
<b>Note; Use 30 yard construction dumpster for demolition debris.</b>				
Totals: Demolition				4,250.10

### Basement



### Basement

Height: 8'

871.06 SF Walls	620.32 SF Ceiling
1,491.37 SF Walls & Ceiling	620.32 SF Floor
68.92 SY Flooring	108.88 LF Floor Perimeter
111.88 LF Ceil. Perimeter	

Missing Wall: 1 - 3' X 8'

Opens into STAIRS

Goes to Floor/Ceiling

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Rough in plumbing - per fixture to water heater	1.00 EA	0.00	497.34	497.34
Remove & Replace Water heater - 40 gallon - Gas - 6 yr	1.00 EA	50.61	730.81	781.42
Batt insulation - 6" - R19	620.32 SF	0.00	1.08	669.95
Batt insulation - 4" - R13	435.53 SF	0.00	0.69	300.52
Ground fault interrupter (GFI) outlet	2.00 EA	0.00	27.91	55.82
Porcelain light fixture	4.00 EA	0.00	27.77	111.08
Smoke detector - Hard wired	1.00 EA	0.00	76.55	76.55

6630REV

3/8/2011

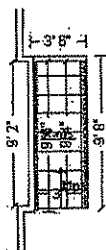
Page: 2

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### CONTINUED - Basement

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Clean concrete on the floor	620.32 SF	0.00	0.25	155.08
Apply anti-microbial agent	620.32 SF	0.00	0.21	130.27
Totals: Basement				2,778.03



Basement

### Stairs

Height: 17'

127.49 SF Walls	28.00 SF Ceiling
155.49 SF Walls & Ceiling	58.32 SF Floor
6.48 SY Flooring	11.34 LF Floor Perimeter
9.50 LF Ceil. Perimeter	

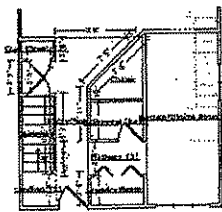
Missing Wall: 1 - 3' X 17'

Opens into BASEMENT

Goes to Floor/Ceiling

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Handrail - wall mounted - Detach & reset	12.00 LF	0.00	5.10	61.20
Seal then paint the walls and ceiling twice (3 coats)	155.49 SF	0.00	1.09	169.48
Clean stair tread - per side - per LF	40.00 LF	0.00	0.51	20.40
Totals: Stairs				251.08
Total: Basement				3,029.11

### 1st Floor



### Entry/Foyer

Height: 7' 7"

321.64 SF Walls	88.45 SF Ceiling
410.09 SF Walls & Ceiling	88.45 SF Floor
9.83 SY Flooring	42.09 LF Floor Perimeter
45.76 LF Ceil. Perimeter	

Missing Wall: 1 - 3' 8" X 7' 7"

Opens into LANDING

Goes to Floor/Ceiling

Missing Wall: 1 - 8' 8" X 7' 7"

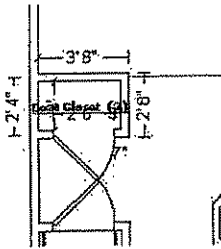
Opens into LIVING

Goes to Floor/Ceiling

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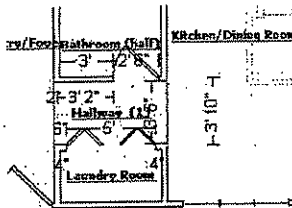
### CONTINUED - Entry/Foyer



#### Subroom 1: COAT\_CLOSET

Height: 7' 7"

80.89 SF Walls	6.67 SF Ceiling
87.56 SF Walls & Ceiling	6.67 SF Floor
0.74 SY Flooring	10.67 LF Floor Perimeter
10.67 LF Ceil. Perimeter	



#### Subroom 2: HALL

Height: 7' 7"

96.06 SF Walls	22.17 SF Ceiling
118.22 SF Walls & Ceiling	22.17 SF Floor
2.46 SY Flooring	12.67 LF Floor Perimeter
12.67 LF Ceil. Perimeter	

Missing Wall: 1 - 3' 6" X 7' 7"  
Missing Wall: 1 - 3' 6" X 7' 7"

Opens into ENTRY

Opens into KITCHEN\_DINI

Goes to Floor/Ceiling

Goes to Floor/Ceiling

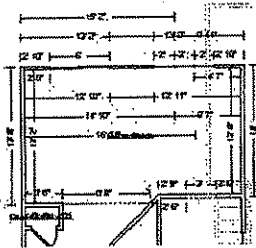
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Interior door - Detach & reset - slab only	1.00 EA	0.00	18.11	18.11
Door lockset - Detach & reset	2.00 EA	0.00	21.64	43.28
Batt insulation - 4" - R13	249.29 SF	0.00	0.69	172.01
1/2" drywall - hung, taped, with smooth wall finish	498.58 SF	0.00	2.83	1,410.98
1/2" drywall - hung, taped, ready for texture	117.29 SF	0.00	2.00	234.58
Acoustic ceiling (popcorn) texture	117.29 SF	0.00	1.05	123.15
Door opening (jamb & casing) - 32"to36"wide - paint grade	4.00 EA	0.00	70.66	282.64
Baseboard - 3 1/2"	53.42 LF	0.00	2.73	145.84
Seal then paint the walls and ceiling twice (3 coats)	615.87 SF	0.00	1.09	671.30
Paint door trim & jamb - 2 coats (per side)	4.00 EA	0.00	25.27	101.08
Paint door slab only - 2 coats (per side)	4.00 EA	0.00	24.27	97.08
Paint baseboard - two coats	53.42 LF	0.00	1.18	63.04
Switch	4.00 EA	0.00	24.48	97.92
Outlet	1.00 EA	0.00	24.49	24.49
Central vacuum wall connection	1.00 EA	0.00	99.51	99.51
Light fixture	1.00 EA	0.00	61.48	61.48

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### CONTINUED - Entry/Foyer

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Door chime	1.00 EA	0.00	132.29	132.29
Smoke detector - Hard wired	1.00 EA	0.00	76.55	76.55
Shelving - wire (vinyl coated)	3.33 LF	0.00	8.63	28.74
1/2" Cement board	117.29 SF	0.00	3.70	433.97
Tile floor covering	117.29 SF	0.00	9.01	1,056.78
Grout sealer	117.29 SF	0.00	1.15	134.88
Heat/AC register - Mechanically attached	1.00 EA	0.00	21.92	21.92
Totals: Entry/Foyer				5,531.62



### Living Room

Height: 7' 7"

435.86 SF Walls	277.72 SF Ceiling
713.57 SF Walls & Ceiling	277.72 SF Floor
30.86 SY Flooring	57.11 LF Floor Perimeter
60.11 LF Ceil. Perimeter	

Missing Wall:	1 -	8' 8" X 7' 7"	Opens into ENTRY	Goes to Floor/Ceiling
Missing Wall:	1 -	2' 11 15/16" X 6' 8"	Opens into KITCHEN DINI	Goes to Floor

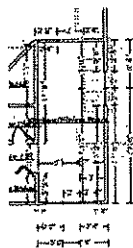
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Batt insulation - 4" - R13	391.81 SF	0.00	0.69	270.35
1/2" drywall - hung, taped, with smooth wall finish	435.86 SF	0.00	2.83	1,233.48
1/2" drywall - hung, taped, ready for texture	277.72 SF	0.00	2.00	555.44
Acoustic ceiling (popcorn) texture	277.72 SF	0.00	1.05	291.61
Fireplace mantel - paint grade - custom	1.00 EA	0.00	897.05	897.05
Door opening (jamb & casing) - 60" or wider - paint grade	1.00 EA	0.00	151.44	151.44
Window trim set (casing & stop)	22.00 LF	0.00	3.64	80.08
Baseboard - 3 1/2"	43.11 LF	0.00	2.73	117.69
Seal then paint the walls and ceiling twice (3 coats)	713.57 SF	0.00	1.09	777.79
Paint door trim & jamb - Large - 2 coats (per side)	1.00 EA	0.00	29.74	29.74
Paint wood patio door - 2 coats (per side)	1.00 EA	0.00	43.16	43.16

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### CONTINUED - Living Room

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Paint door trim & jamb - 2 coats (per side)	1.00 EA	0.00	25.27	25.27
<b>Kitchen cased opening.</b>				
Paint window trim & jamb - Large - 2 coats (per side)	1.00 EA	0.00	39.74	39.74
Seal & paint wood window (per side)	3.00 EA	0.00	34.95	104.85
Paint baseboard - two coats	43.11 LF	0.00	1.18	50.87
Seal & paint fireplace mantel	15.00 LF	0.00	4.27	64.05
Switch	8.00 EA	0.00	24.48	195.84
Outlet	6.00 EA	0.00	24.49	146.94
Phone or TV outlet	2.00 EA	0.00	28.58	57.16
Ground fault interrupter (GFI) exterior outlet	1.00 EA	0.00	27.91	27.91
Light fixture	1.00 EA	0.00	61.48	61.48
Carpet pad	277.72 SF	0.00	0.78	216.62
Carpet	319.38 SF	0.00	2.85	910.23
15 % waste added for Carpet.				
Heat/AC register - Mechanically attached	3.00 EA	0.00	21.92	65.76
RegROUT tile hearth	10.00 SF	0.00	3.25	32.50
Grout sealer	10.00 SF	0.00	1.15	11.50
Fireplace repair - Check and service gas fireplace	1.00 EA	0.00	360.00	360.00
<b>Totals: Living Room</b>				<b>6,818.55</b>



### Kitchen/Dining Room

Height: 7' 7"

355.40 SF Walls	149.33 SF Ceiling
504.73 SF Walls & Ceiling	149.33 SF Floor
16.59 SY Flooring	46.50 LF Floor Perimeter
49.50 LF Ceil. Perimeter	

Missing Wall:	1 -	3' 10" X 7' 7"	Opens into HALL	Goes to Floor/Ceiling
Missing Wall:	1 -	2' 11 15/16" X 6' 8"	Opens into LIVING	Goes to Floor

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Rough in plumbing - per fixture	1.00 EA	0.00	497.34	497.34

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### CONTINUED - Kitchen/Dining Room

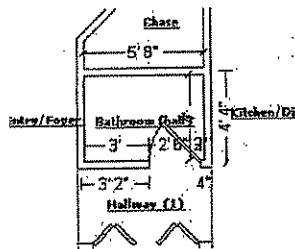
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Natural gas or propane service line	6.00 LF	0.00	12.39	74.34
Batt insulation - 4" - R13	177.70 SF	0.00	0.69	122.61
1/2" drywall - hung, taped, with smooth wall finish	355.40 SF	0.00	2.83	1,005.78
1/2" drywall - hung, taped, ready for texture	149.33 SF	0.00	2.00	298.66
Acoustic ceiling (popcorn) texture	149.33 SF	0.00	1.05	156.80
Door opening (jamb & casing) - 32"to36" wide - paint grade	1.00 EA	0.00	70.66	70.66
Window trim set (casing & stop)	31.00 LF	0.00	3.64	112.84
Baseboard - 3 1/2"	32.50 LF	0.00	2.73	88.73
Seal then paint the walls and ceiling twice (3 coats)	504.73 SF	0.00	1.09	550.16
Paint door trim & jamb - 2 coats (per side)	1.00 EA	0.00	25.27	25.27
Paint window trim & jamb - 2 coats (per side)	1.00 EA	0.00	25.27	25.27
Paint window trim & jamb - Large - 2 coats (per side)	1.00 EA	0.00	39.74	39.74
Seal & paint wood window (per side)	5.00 EA	0.00	34.95	174.75
Cabinetry - upper (wall) units	12.00 LF	0.00	161.81	1,941.72
Cabinet valance	3.00 LF	0.00	44.03	132.09
Cabinetry - full height unit	3.00 LF	0.00	270.49	811.47
Cabinetry - lower (base) units	7.00 LF	0.00	189.52	1,326.64
Countertop - Flat laid plastic laminate	9.00 LF	0.00	37.25	335.25
4" backsplash for flat laid countertop	9.00 LF	0.00	7.39	66.51
Switch	6.00 EA	0.00	24.48	146.88
Outlet	8.00 EA	0.00	24.49	195.92
Ground fault interrupter (GFI) outlet	2.00 EA	0.00	27.91	55.82
Phone or TV outlet	1.00 EA	0.00	28.58	28.58
Light fixture	3.00 EA	0.00	61.48	184.44
RegROUT tile floor	149.33 SF	0.00	3.25	485.32
Heat/AC register - Mechanically attached	2.00 EA	0.00	21.92	43.84
Grout sealer	149.33 SF	0.00	1.15	171.73
Dishwasher	1.00 EA	0.00	572.12	572.12
Microwave oven - over range w/built-in hood	1.00 EA	0.00	378.82	378.82
Range - freestanding - gas	1.00 EA	0.00	669.09	669.09

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### CONTINUED - Kitchen/Dining Room

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Totals: Kitchen/Dining Room				10,789.19



### Bathroom (half)

Height: 7' 7"

146.61 SF Walls	22.67 SF Ceiling
169.28 SF Walls & Ceiling	22.67 SF Floor
2.52 SY Flooring	19.33 LF Floor Perimeter
19.33 LF Ceil. Perimeter	

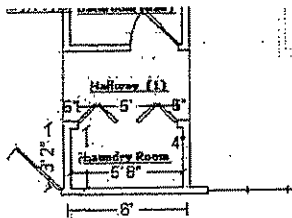
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Interior door - Detach & reset - slab only	1.00 EA	0.00	18.11	18.11
Door lockset - Detach & reset	1.00 EA	0.00	21.64	21.64
Detach & Reset Bath accessory	3.00 EA	0.00	0.00	47.82
Sink - single - Detach & reset	1.00 EA	0.00	125.60	125.60
<b>Sink OK to reuse.</b>				
Rough in plumbing - per fixture	1.00 EA	0.00	497.34	497.34
Bathroom ventilation fan with ductwork to the exterior	1.00 EA	0.00	227.44	227.44
Seal then paint the walls and ceiling twice (3 coats)	169.28 SF	0.00	1.09	184.52
Paint door trim & jamb - 2 coats (per side)	1.00 EA	0.00	25.27	25.27
Paint door slab only - 2 coats (per side)	1.00 EA	0.00	24.27	24.27
Paint baseboard - two coats	19.33 LF	0.00	1.18	22.81
Vanity	2.50 LF	0.00	130.61	326.53
Countertop - Flat laid plastic laminate	2.50 LF	0.00	37.25	93.13
4" backsplash for flat laid countertop	4.00 LF	0.00	7.39	29.56
Sink faucet - Bathroom	1.00 EA	0.00	130.63	130.63
Ground fault interrupter (GFI) outlet	1.00 EA	0.00	27.91	27.91
Light fixture	1.00 EA	0.00	61.48	61.48
RegROUT tile floor	22.67 SF	0.00	3.25	73.68
Grout sealer	22.67 SF	0.00	1.15	26.07
Toilet	1.00 EA	0.00	332.00	332.00
Toilet seat	1.00 EA	0.00	42.78	42.78

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### CONTINUED - Bathroom (half)

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Totals: Bathroom (half)				2,338.59



### Laundry Room

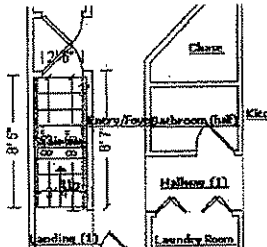
Height: 7' 7"

131.44 SF Walls	17.00 SF Ceiling
148.44 SF Walls & Ceiling	17.00 SF Floor
1.89 SY Flooring	17.33 LF Floor Perimeter
17.33 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Bifold door set - (4 slabs only) - Double Detach & reset	1.00 EA	0.00	25.57	25.57
Detach & Reset Shelving - wire (vinyl coated)	11.33 LF	0.00	0.00	89.28
Rough in plumbing - floor/laundry pan drain	1.00 EA	0.00	158.50	158.50
Washing machine outlet box with valves	1.00 EA	0.00	202.69	202.69
Seal then paint the walls and ceiling twice (3 coats)	148.44 SF	0.00	1.09	161.80
Paint door trim & jamb - Large - 2 coats (per side)	1.00 EA	0.00	29.74	29.74
Paint bifold door set - slab only - 2 coats (per side)	2.00 EA	0.00	38.63	77.26
RegROUT tile floor	17.00 SF	0.00	3.25	55.25
Grout sealer	17.00 SF	0.00	1.15	19.55

Totals: Laundry Room

819.64



### Stairway

Height: 17'

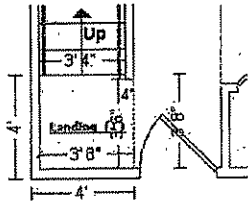
274.88 SF Walls	27.50 SF Ceiling
302.38 SF Walls & Ceiling	47.35 SF Floor
5.26 SY Flooring	20.12 LF Floor Perimeter
20.00 LF Ceil. Perimeter	



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### CONTINUED - Stairway



#### Subroom 1: LANDING

Height: 6' 11"

53.03 SF Walls	13.39 SF Ceiling
66.42 SF Walls & Ceiling	13.39 SF Floor
1.49 SY Flooring	7.67 LF Floor Perimeter
14.50 LF Ceil. Perimeter	

Missing Wall: 1 - 3' 6" X 6' 11"

Opens into ENTRY

Goes to Floor/Ceiling

Missing Wall: 1 - 3' 4" X 6' 11"

Opens into STAIRS

Goes to Floor/Ceiling

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Handrail - wall mounted - Detach & reset	8.00 LF	0.00	5.10	40.80
Drywall Installer / Finisher - per hour to repair wall	4.00 HR	0.00	63.25	253.00
Seal then paint the walls and ceiling twice (3 coats)	368.79 SF	0.00	1.09	401.98
Paint stair skirt/apron	24.00 LF	0.00	4.78	114.72
Stain & finish handrail - wall mounted	8.00 LF	0.00	1.76	14.08
Seal & paint balustrade - two coats	4.00 LF	0.00	21.02	84.08
Switch	2.00 EA	0.00	24.48	48.96
Carpet pad	80.00 SF	0.00	0.78	62.40
Carpet	80.00 SF	0.00	2.85	228.00
Step charge for "waterfall" carpet installation	12.00 EA	0.00	6.23	74.76

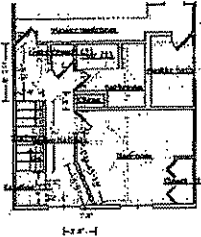
Totals: Stairway 1,322.78

Total: 1st Floor 27,620.37

### 2nd Floor

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### Upper Hallway

Height: 7' 8"

369.71 SF Walls  
459.56 SF Walls & Ceiling  
9.98 SY Flooring  
52.13 LF Ceil. Perimeter

89.85 SF Ceiling  
89.85 SF Floor  
47.80 LF Floor Perimeter

Missing Wall: 1 - 3' 4" X 7' 8"

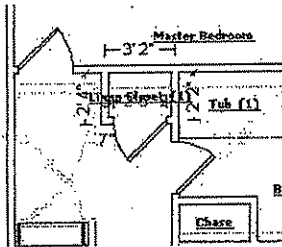
Opens into STAIRS

Goes to Floor/Ceiling

Missing Wall: 1 - 4' 4" X 7' 8"

Opens into LANDING

Goes to Floor/Ceiling



### Subroom 1: LINEN

Height: 7' 8"

73.79 SF Walls  
79.41 SF Walls & Ceiling  
0.62 SY Flooring  
9.62 LF Ceil. Perimeter

5.62 SF Ceiling  
5.62 SF Floor  
9.62 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Interior door - Detach & reset - slab only	1.00 EA	0.00	18.11	18.11
Door lockset - Detach & reset	1.00 EA	0.00	21.64	21.64
Batt insulation - 4" - R13	32.00 SF	0.00	0.69	22.08
1/2" drywall - hung, taped, with smooth wall finish	229.69 SF	0.00	2.83	650.02
Drywall Installer / Finisher - per hour to blend repairs into remaining walls	2.00 HR	0.00	63.25	126.50
Door opening (jamb & casing) - 32" to 36" wide - paint grade	5.00 EA	0.00	70.66	353.30
Window trim set (casing & stop)	20.00 LF	0.00	3.64	72.80
Baseboard - 3 1/2"	44.42 LF	0.00	2.73	121.27
Seal then paint the walls twice (3 coats)	443.50 SF	0.00	1.09	483.42
Paint the ceiling - two coats	95.48 SF	0.00	0.79	75.43
Paint door trim & jamb - 2 coats (per side)	5.00 EA	0.00	25.27	126.35
Paint door slab only - 2 coats (per side)	5.00 EA	0.00	24.27	121.35
Paint window trim & jamb - Large - 2 coats (per side)	1.00 EA	0.00	39.74	39.74
Seal & paint wood window (per side)	2.00 EA	0.00	34.95	69.90
Paint baseboard - two coats	44.42 LF	0.00	1.18	52.42
Heat/AC register - Large	1.00 EA	0.00	31.55	31.55
Switch	3.00 EA	0.00	24.48	73.44

6630REV

3/8/2011

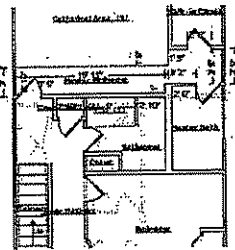
Page: 11

## NEW ENGLAND BUILD & RESTORE

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### CONTINUED - Upper Hallway

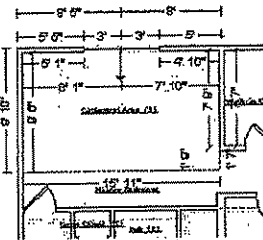
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Outlet	1.00 EA	0.00	24.49	24.49
Smoke detector	2.00 EA	0.00	48.37	96.74
Detach & Reset Shelving - wire (vinyl coated)	15.00 LF	0.00	0.00	118.20
Carpet pad	95.48 SF	0.00	0.78	74.47
Carpet	109.80 SF	0.00	2.85	312.93
15 % waste added for Carpet.				
Totals: Upper Hallway				3,086.15



### Master Bedroom

Height: 7' 8"

261.94 SF Walls	63.56 SF Ceiling
325.50 SF Walls & Ceiling	63.56 SF Floor
7.06 SY Flooring	34.17 LF Floor Perimeter
35.75 LF Ceil. Perimeter	



### Subroom 1: CATHEDRAL\_AR

Height: Sloped

444.00 SF Walls	192.30 SF Ceiling
636.29 SF Walls & Ceiling	151.21 SF Floor
16.80 SY Flooring	33.17 LF Floor Perimeter
40.08 LF Ceil. Perimeter	

Missing Wall: 1 - 15' 11" X 7' 8"  
Missing Wall: 1 - 1' 9" X 7' 8"

Opens into BDRM\_MSTR  
Opens into BDRM\_MSTR

Goes to Floor/Ceiling  
Goes to Floor/Ceiling

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Interior door - Detach & reset - slab only	1.00 EA	0.00	18.11	18.11
Door lockset - Detach & reset	1.00 EA	0.00	21.64	21.64
Heat/AC register - Mechanically attached - Detach & reset	2.00 EA	0.00	14.12	28.24
Mask and cover fan/light fixture	1.00 EA	0.00	26.97	26.97
Scaffolding Setup & Take down - per hour	1.50 HR	0.00	35.56	53.34
Batt insulation - 4" - R13	134.67 SF	0.00	0.69	92.92

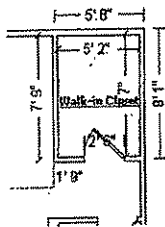
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### CONTINUED - Master Bedroom

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1/2" drywall - hung, taped, with smooth wall finish	269.33 SF	0.00	2.83	762.20
Drywall Installer / Finisher - per hour to blend repairs into remaining walls	4.00 HR	0.00	63.25	253.00
Window trim set (casing & stop)	20.00 LF	0.00	3.64	72.80
Door opening (jamb & casing) - 32" to 36" wide - paint grade	2.00 EA	0.00	70.66	141.32
Baseboard - 3 1/2"	67.33 LF	0.00	2.73	183.81
Seal then paint the walls twice (3 coats)	705.94 SF	0.00	1.09	769.47
Paint the ceiling - two coats	255.85 SF	0.00	0.79	202.12
Painter - per hour to paint high ceiling over 14'	1.50 HR	0.00	56.67	85.01
Paint door trim & jamb - 2 coats (per side)	3.00 EA	0.00	25.27	75.81
Paint door slab only - 2 coats (per side)	3.00 EA	0.00	24.27	72.81
Paint window trim & jamb - Large - 2 coats (per side)	1.00 EA	0.00	39.74	39.74
Seal & paint wood window (per side)	2.00 EA	0.00	34.95	69.90
Paint baseboard - two coats	67.33 LF	0.00	1.18	79.45
Switch	5.00 EA	0.00	24.48	122.40
Dimmer switch	1.00 EA	0.00	32.92	32.92
Outlet	6.00 EA	0.00	24.49	146.94
Phone or TV outlet	2.00 EA	0.00	28.58	57.16
Carpet pad	214.76 SF	0.00	0.78	167.51
Carpet	246.98 SF	0.00	2.85	703.89
15 % waste added for Carpet.				

Totals: Master Bedroom 4,279.48



### Walk-in Closet

Height: 7' 8"

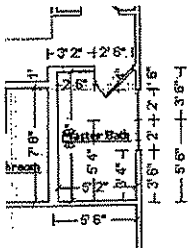
195.50 SF Walls	39.18 SF Ceiling
234.68 SF Walls & Ceiling	39.18 SF Floor
4.35 SY Flooring	25.50 LF Floor Perimeter
25.50 LF Ceil. Perimeter	

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### CONTINUED - Walk-in Closet

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Interior door - Detach & reset - slab only	1.00 EA	0.00	18.11	18.11
Door lockset - Detach & reset	1.00 EA	0.00	21.64	21.64
Detach & Reset Shelving - wire (vinyl coated)	15.17 LF	0.00	0.00	119.54
Batt insulation - 4" - R13	51.00 SF	0.00	0.69	35.19
1/2" drywall - hung, taped, with smooth wall finish	102.00 SF	0.00	2.83	288.66
Drywall Installer / Finisher - per hour to blend repairs into remaining walls	1.00 HR	0.00	63.25	63.25
Door opening (jamb & casing) - 32" to 36" wide - paint grade	1.00 EA	0.00	70.66	70.66
Baseboard - 3 1/2"	25.50 LF	0.00	2.73	69.62
Seal then paint the walls twice (3 coats)	195.50 SF	0.00	1.09	213.10
Paint the ceiling - two coats	39.18 SF	0.00	0.79	30.95
Paint door trim & jamb - 2 coats (per side)	1.00 EA	0.00	25.27	25.27
Paint door slab only - 2 coats (per side)	1.00 EA	0.00	24.27	24.27
Paint baseboard - two coats	25.50 LF	0.00	1.18	30.09
Switch	5.00 EA	0.00	24.48	122.40
Carpet pad	39.18 SF	0.00	0.78	30.56
Carpet	45.06 SF	0.00	2.85	128.42
15 % waste added for Carpet.				
Totals: Walk-in Closet				1,291.73



### Master Bath

Height: 7' 8"

212.11 SF Walls	44.78 SF Ceiling
256.89 SF Walls & Ceiling	44.78 SF Floor
4.98 SY Flooring	27.67 LF Floor Perimeter
27.67 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Interior door - Detach & reset - slab only	1.00 EA	0.00	18.11	18.11
Door lockset - Detach & reset	1.00 EA	0.00	21.64	21.64
Detach & Reset Bath accessory	4.00 EA	0.00	0.00	63.76

6630REV

3/8/2011

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### CONTINUED - Master Bath

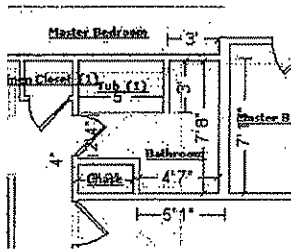
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Sink - single - Detach & reset	1.00 EA	0.00	125.60	125.60
Light fixture - Detach & reset	1.00 EA	0.00	47.98	47.98
Detach & Reset Mirror - 1/4" plate glass	9.00 SF	0.00	0.00	52.47
Medicine cabinet - Detach & reset	1.00 EA	0.00	41.45	41.45
Rough in plumbing - per fixture	3.00 EA	0.00	497.34	1,492.02
Tub/shower faucet	1.00 EA	0.00	252.37	252.37
Batt insulation - 4" - R13	24.00 SF	0.00	0.69	16.56
1/2" drywall - hung, taped, with smooth wall finish	110.67 SF	0.00	2.83	313.20
Drywall Installer / Finisher - per hour to blend repairs into remaining walls	2.00 HR	0.00	63.25	126.50
Door opening (jamb & casing) - 32"to36"wide - paint grade	1.00 EA	0.00	70.66	70.66
Window trim set (casing & stop)	15.00 LF	0.00	3.64	54.60
Baseboard - 3 1/2"	13.67 LF	0.00	2.73	37.32
Seal then paint part of the walls twice (3 coats)	152.11 SF	0.00	1.09	165.80
Paint the ceiling - two coats	44.78 SF	0.00	0.79	35.38
Paint door trim & jamb - 2 coats (per side)	1.00 EA	0.00	25.27	25.27
Paint door slab only - 2 coats (per side)	1.00 EA	0.00	24.27	24.27
Paint window trim & jamb - 2 coats (per side)	1.00 EA	0.00	25.27	25.27
Seal & paint wood window (per side)	1.00 EA	0.00	34.95	34.95
Paint baseboard - two coats	13.67 LF	0.00	1.18	16.13
Switch	1.00 EA	0.00	24.48	24.48
Ground fault interrupter (GFI) outlet	1.00 EA	0.00	27.91	27.91
Vanity	4.50 LF	0.00	130.61	587.75
Countertop - Flat laid plastic laminate	4.50 LF	0.00	37.25	167.63
4" backsplash for flat laid countertop	7.50 LF	0.00	7.39	55.43
Sink faucet - Bathroom	1.00 EA	0.00	130.63	130.63
RegROUT tile shower	60.00 SF	0.00	3.29	197.40
Seal grout on tile wall	60.00 SF	0.00	1.24	74.40
RegROUT tile floor	44.78 SF	0.00	3.25	145.54
Grout sealer	44.78 SF	0.00	1.15	51.50
Toilet	1.00 EA	0.00	332.00	332.00
Toilet seat	1.00 EA	0.00	42.78	42.78

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### CONTINUED - Master Bath

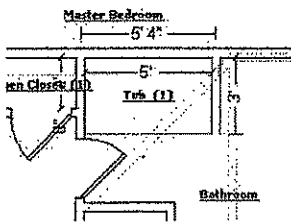
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Shower curtain rod	1.00 EA	0.00	30.79	30.79
Totals: Master Bath				4,929.55



#### Bathroom

Height: 7' 8"

201.89 SF Walls	39.44 SF Ceiling
241.33 SF Walls & Ceiling	39.44 SF Floor
4.38 SY Flooring	26.33 LF Floor Perimeter
26.33 LF Ceil. Perimeter	



#### Subroom 1: TUB

Height: 7' 8"

84.33 SF Walls	15.00 SF Ceiling
99.33 SF Walls & Ceiling	15.00 SF Floor
1.67 SY Flooring	11.00 LF Floor Perimeter
11.00 LF Ceil. Perimeter	

Missing Wall: 1 - 5' X 7' 8"

Opens into BATHROOM

Goes to Floor/Ceiling

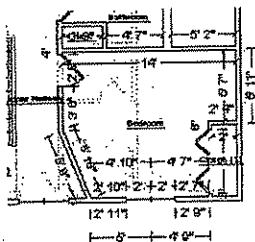
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Interior door - Detach & reset - slab only	1.00 EA	0.00	18.11	18.11
Door lockset - Detach & reset	1.00 EA	0.00	21.64	21.64
Detach & Reset Bath accessory	4.00 EA	0.00	0.00	63.76
Sink - single - Detach & reset	1.00 EA	0.00	125.60	125.60
Light fixture - Detach & reset	1.00 EA	0.00	47.98	47.98
Detach & Reset Mirror - 1/4" plate glass	9.00 SF	0.00	0.00	52.47
Rough in plumbing - per fixture	3.00 EA	0.00	497.34	1,492.02
Tub/shower faucet	1.00 EA	0.00	252.37	252.37
1/2" drywall - hung, taped, with smooth wall finish	149.33 SF	0.00	2.83	422.60
Drywall Installer / Finisher - per hour to blend repairs into remaining walls	2.00 HR	0.00	63.25	126.50
Door opening (jamb & casing) - 32" to 36" wide - paint grade	1.00 EA	0.00	70.66	70.66

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### CONTINUED - Bathroom

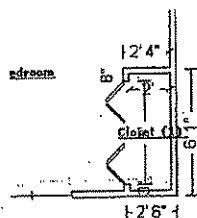
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Baseboard - 3 1/2"	19.83 LF	0.00	2.73	54.14
Seal then paint the walls twice (3 coats)	286.22 SF	0.00	1.09	311.98
Paint the ceiling - two coats	54.44 SF	0.00	0.79	43.01
Paint door trim & jamb - 2 coats (per side)	1.00 EA	0.00	25.27	25.27
Paint door slab only - 2 coats (per side)	1.00 EA	0.00	24.27	24.27
Paint baseboard - two coats	19.83 LF	0.00	1.18	23.40
Switch	1.00 EA	0.00	24.48	24.48
Ground fault interrupter (GFI) outlet	1.00 EA	0.00	27.91	27.91
Vanity	4.50 LF	0.00	130.61	587.75
Countertop - Flat laid plastic laminate	4.50 LF	0.00	37.25	167.63
4" backsplash for flat laid countertop	7.50 LF	0.00	7.39	55.43
Sink faucet - Bathroom	1.00 EA	0.00	130.63	130.63
RegROUT tile floor	54.44 SF	0.00	3.25	176.93
Grout sealer	54.44 SF	0.00	1.15	62.61
Toilet	1.00 EA	0.00	332.00	332.00
Toilet seat	1.00 EA	0.00	42.78	42.78
Shower curtain rod	1.00 EA	0.00	30.79	30.79
Totals: Bathroom				4,814.72



### Bedroom

Height: 7' 8"

377.35 SF Walls	141.23 SF Ceiling
518.58 SF Walls & Ceiling	141.23 SF Floor
15.69 SY Flooring	49.22 LF Floor Perimeter
49.22 LF Ceil. Perimeter	



### Subroom 1: CLOSET

Height: 7' 8"

116.28 SF Walls	11.17 SF Ceiling
127.44 SF Walls & Ceiling	11.17 SF Floor
1.24 SY Flooring	15.17 LF Floor Perimeter
15.17 LF Ceil. Perimeter	



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### CONTINUED - Bedroom

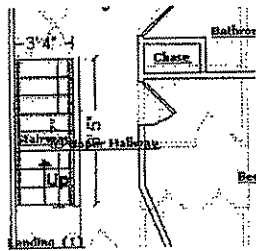
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Interior door - Detach & reset - slab only	1.00 EA	0.00	18.11	18.11
Door lockset - Detach & reset	1.00 EA	0.00	21.64	21.64
Bifold door set - (4 slabs only) - Double Detach & reset	1.00 EA	0.00	25.57	25.57
Detach & Reset Shelving - wire (vinyl coated)	5.58 LF	0.00	0.00	43.97
Heat/AC register - Mechanically attached - Detach & reset	2.00 EA	0.00	14.12	28.24
Batt insulation - 4" - R13	128.77 SF	0.00	0.69	88.85
1/2" drywall - hung, taped, with smooth wall finish	257.54 SF	0.00	2.83	728.84
Drywall Installer / Finisher - per hour to blend repairs into remaining walls	3.00 HR	0.00	63.25	189.75
Window trim set (casing & stop)	20.00 LF	0.00	3.64	72.80
Door opening (jamb & casing) - 32" to 36" wide - paint grade	1.00 EA	0.00	70.66	70.66
Door opening (jamb & casing) - 60" or wider - paint grade	1.00 EA	0.00	151.44	151.44
Baseboard - 3 1/2"	64.39 LF	0.00	2.73	175.78
Seal then paint the walls twice (3 coats)	493.63 SF	0.00	1.09	538.06
Paint the ceiling - two coats	152.40 SF	0.00	0.79	120.40
Paint door trim & jamb - 2 coats (per side)	1.00 EA	0.00	25.27	25.27
Paint door slab only - 2 coats (per side)	1.00 EA	0.00	24.27	24.27
Paint door trim & jamb - Large - 2 coats (per side)	2.00 EA	0.00	29.74	59.48
Paint bifold door set - slab only - 2 coats (per side)	4.00 EA	0.00	38.63	154.52
Paint window trim & jamb - Large - 2 coats (per side)	1.00 EA	0.00	39.74	39.74
Seal & paint wood window (per side)	2.00 EA	0.00	34.95	69.90
Paint baseboard - two coats	64.39 LF	0.00	1.18	75.98
Switch	2.00 EA	0.00	24.48	48.96
Outlet	4.00 EA	0.00	24.49	97.96
Phone or TV outlet	1.00 EA	0.00	28.58	28.58
Carpet pad	152.40 SF	0.00	0.78	118.87
Carpet	175.26 SF	0.00	2.85	499.49
15 % waste added for Carpet.				

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### CONTINUED - Bedroom

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Totals: Bedroom				3,517.13



#### Stairway

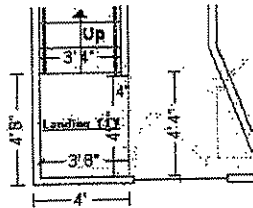
Height: 17'

241.68 SF Walls	28.06 SF Ceiling
269.74 SF Walls & Ceiling	47.91 SF Floor
5.32 SY Flooring	19.58 LF Floor Perimeter
17.00 LF Ceil. Perimeter	

Missing Wall: 1 - 3' 4" X 17'

Opens into UPPER\_HALL

Goes to Floor/Ceiling



#### Subroom 1: LANDING

Height: 6' 11"

57.64 SF Walls	15.83 SF Ceiling
73.47 SF Walls & Ceiling	15.83 SF Floor
1.76 SY Flooring	8.33 LF Floor Perimeter
15.83 LF Ceil. Perimeter	

Missing Wall: 1 - 4' 2" X 6' 11"

Opens into UPPER\_HALL

Goes to Floor/Ceiling

Missing Wall: 1 - 3' 4" X 6' 11"

Opens into STAIRS

Goes to Floor/Ceiling

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Handrail - wall mounted - Detach & reset	12.00 LF	0.00	5.10	61.20
Paint the walls - two coats	299.32 SF	0.00	0.79	236.46
Paint door trim & jamb - 2 coats (per side)	1.00 EA	0.00	25.27	25.27
Door lockset - Detach & reset	1.00 EA	0.00	21.64	21.64
Paint door slab only - 2 coats (per side)	1.00 EA	0.00	24.27	24.27
Paint baseboard - two coats	7.00 LF	0.00	1.18	8.26
Paint stair skirt/apron	24.00 LF	0.00	4.78	114.72
Carpet pad	96.00 SF	0.00	0.78	74.88
Carpet	96.00 SF	0.00	2.85	273.60
Step charge for "waterfall" carpet installation	13.00 EA	0.00	6.23	80.99

Totals: Stairway

921.29

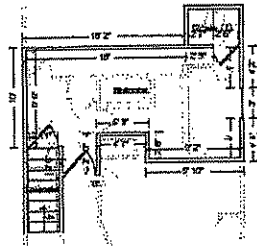
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Total: 2nd Floor

22,840.05

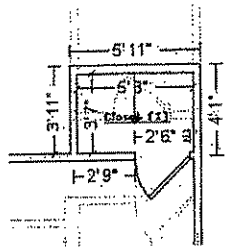
### 3rd Floor



#### Bedroom

Height: 7' 7"

550.03 SF Walls	219.89 SF Ceiling
769.92 SF Walls & Ceiling	219.89 SF Floor
24.43 SY Flooring	72.53 LF Floor Perimeter
72.53 LF Ceil. Perimeter	



#### Subroom 1: CLOSET

Height: Sloped

84.65 SF Walls	26.60 SF Ceiling
111.26 SF Walls & Ceiling	18.81 SF Floor
2.09 SY Flooring	17.67 LF Floor Perimeter
20.64 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Interior door - Detach & reset - slab only	2.00 EA	0.00	18.11	36.22
Carpet pad	238.70 SF	0.00	0.78	186.19
Carpet	274.51 SF	0.00	2.85	782.35
15 % waste added for Carpet.				
Smoke detector	1.00 EA	0.00	48.37	48.37
Totals: Bedroom				1,053.13

Total: 3rd Floor

1,053.13

#### General Conditions

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Dumpster load - Approx. 30 yards, 5-7 tons of debris	1.00 EA	691.51	0.00	691.51
General Laborer - per hour for ongoing (daily) construction cleanup	40.00 HR	0.00	35.56	1,422.40
Cleaning Technician - per hour for final cleaning of Unit - 2 people	16.00 HR	0.00	30.57	489.12












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### CONTINUED - General Conditions

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Building permit required - Town of Haverhill \$13 per thousand	80.00 EA	0.00	13.00	1,040.00
Job site coordination for multi-trade project	40.00 HR	0.00	61.31	2,452.40
Allows 5 hours per week for the duration of the project to conduct site meetings with Homeowners, Subcontractors, and Building Officials.				
Totals: General Conditions				6,095.43







### Photos And Documents

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
 Risk Photo				
 Gas Water Heater				
 Gas Furnace				
 Overall view of Basement				
 Overall view of Basement				
 Overall view of Basement				
 New electric service panel				
 Overall view of Master Bedroom				
 Overall view of Master Bedroom				
 Overall view of Master Bedroom				
 Overall view of Master Bathroom				

## NEW ENGLAND BUILD & RESTORE

A Division of SynergyOne Solutions Inc.  
 590 Washington Street, Pembroke, MA. 02359  
 Professional building damage evaluation & rebuilding experts  
 (781) 826-7212 Fax (781) 826-0240

### CONTINUED - Photos And Documents

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
 Source of water damage - Master Bathroom Vanity Sink				
 Hall Bathroom				
 Upper Hallway				
 Upper Hallway				
 Front Bedroom				
 Hall Bathroom Vanity top				
Totals: Photos And Documents				0.00
Line Item Totals: 6630REV				64,888.19

### Grand Total Areas:

6,690.96 SF Walls	2,261.86 SF Ceiling	8,952.82 SF Walls and Ceiling
2,302.85 SF Floor	255.87 SY Flooring	802.87 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	841.26 LF Ceil. Perimeter
2,302.85 Floor Area	2,423.43 Total Area	5,464.08 Interior Wall Area
3,260.37 Exterior Wall Area	377.88 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

## NEW ENGLAND BUILD & RESTORE

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### Summary

Line Item Total				64,888.19
Material Sales Tax	@	6.250% x	19,753.33	1,234.58
Subtotal				66,122.77
Overhead	@	10.0% x	66,122.77	6,612.28
Profit	@	10.0% x	66,122.77	6,612.28
Replacement Cost Value				\$79,347.33
Net Claim				\$79,347.33

---

David Reggiani

## NEW ENGLAND BUILD & RESTORE

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### Recap by Category

O&P Items	Total	%
APPLIANCES	1,620.03	2.04%
CABINETRY	6,725.97	8.48%
CLEANING	664.60	0.84%
GENERAL DEMOLITION	3,892.84	4.91%
DOORS	232.24	0.29%
DRYWALL	9,614.50	12.12%
ELECTRICAL	3,162.78	3.99%
ELECTRICAL - SPECIAL SYSTEMS	99.51	0.13%
FLOOR COVERING - CARPET	4,926.16	6.21%
FLOOR COVERING - CERAMIC TILE	2,937.81	3.70%
PERMITS AND FEES	1,040.00	1.31%
FINISH CARPENTRY / TRIMWORK	3,456.49	4.36%
FINISH HARDWARE	453.32	0.57%
FIREPLACES	1,257.05	1.58%
HEAT, VENT & AIR CONDITIONING	219.55	0.28%
INSULATION	1,791.04	2.26%
LABOR ONLY	3,874.80	4.88%
LIGHT FIXTURES	575.92	0.73%
MIRRORS & SHOWER DOORS	104.94	0.13%
PLUMBING	8,604.89	10.84%
PAINTING	9,178.34	11.57%
SCAFFOLDING	53.34	0.07%
TILE	271.80	0.34%
WATER EXTRACTION & REMEDIATION	130.27	0.16%
O&P Items Subtotal	64,888.19	81.78%
Material Sales Tax @ 6.250%	1,234.58	1.56%
Overhead @ 10.0%	6,612.28	8.33%
Profit @ 10.0%	6,612.28	8.33%
Total	79,347.33	100.00%

Buyer: \_\_\_\_\_ (the "BUYER")

Buyer's Social Security Number or Tax Identification No. \_\_\_\_\_

Buyer's Address: \_\_\_\_\_

Purchase Price: \_\_\_\_\_

\_\_\_\_\_  
(the "PURCHASE PRICE")

MEMORANDUM OF FORECLOSURE SALE

UNIT 28, BUILDING 28, A/K/A UNIT 18, BUILDING 4  
THE VILLAGE AT BRICKETT HILL CONDOMINIUM  
28 LILAC LANE  
HAVERHILL, MASSACHUSETTS

1. This Agreement, dated this 13<sup>th</sup> day of May, 2011, is by and between the INSTITUTION FOR SAVINGS IN NEWBURYPORT AND ITS VICINITY, with a usual place of business at 81 State Street, Newburyport, Massachusetts (the "SELLER"), holder of a Mortgage given by Richard P. Martin to the Institution for Savings in Newburyport and Its Vicinity, dated January 21, 2005, and recorded with the Essex South District Registry of Deeds in Book 23889, Page 511 (the "Mortgage"), and the BUYER.

2. The BUYER hereby acknowledges that it has this day purchased at public auction conducted by John McInnis Auctioneers, upon the terms and conditions hereinafter set forth, the interest of the SELLER in certain property located at Unit 28, Building 28, a/k/a Unit 18, Building 4, The Village at Brickett Hill Condominium, 28 Lilac Lane, Haverhill, Massachusetts, more particularly described in the "Mortgagee's Notice of Sale of Real Estate," a copy of which is attached hereto (the "Premises").

3. The Premises shall be conveyed by a good and sufficient foreclosure deed (without covenants or warranties) running to the BUYER.



4. The Premises will be sold subject to and with the benefit of, among other things, all easements, restrictions, reservations and conditions of record and subject to all leaseholds, tenancies and/or rights of parties in possession, including rights or claims in improvements and personal property now located on the Premises and installed by current or former owners or occupants, outstanding tax titles, municipal or other public taxes, assessments, liens, or claims in the nature of liens, and existing encumbrances of record with priority over the Mortgage or to which the Mortgagee has of record been subordinated.

5. BUYER shall pay the costs of all documents required to be recorded or needed to complete this transaction as well as all costs of recording and documentary stamps.

6. BUYER has this day purchased the Premises for the PURCHASE PRICE, of which TEN THOUSAND AND 00/100 (\$10,000.00) DOLLARS has been paid as a deposit this day. The balance shall be paid in cash, cashier's check or certified check with no intervening endorsements or by federal wire transfer, on or before thirty (30) days after the date of sale to the SELLER and shall be delivered to the law firm of Regnante, Sterio & Osborne LLP, 401 Edgewater Place, Suite 630, Wakefield, Massachusetts 01880. Upon receipt of such balance, Regnante, Sterio & Osborne LLP shall release the purchase price to the SELLER and the foreclosure deed shall be delivered to BUYER.

7. It is hereby agreed that time is of the essence of this Agreement.

8. The acceptance of the foreclosure deed by BUYER shall be deemed to be a full performance and discharge of every agreement and obligation of SELLER.

9. If BUYER shall fail to fulfill BUYER's agreements herein, all deposits made hereunder by the BUYER shall be forfeited by the BUYER and retained by the SELLER. It is the specific intention of the parties that, in addition to said retention of the deposit, SELLER shall be entitled to all remedies at law and in equity for any default by the BUYER under this Agreement, including, without

limitation, the right to demand specific performance of the BUYER's obligations hereunder and the right to require the BUYER to pay the SELLER for all losses and expenses incurred by SELLER as a result of BUYER's non-performance, including, without limitation, reasonable attorney's fees incurred by SELLER in conducting another foreclosure sale of the Premises, and for the difference between the amount of BUYER's bid for the property at the foreclosure sale and the amount for which the Premises are sold to the second highest bidder or at any subsequent foreclosure sale if the subsequent bid is lower than the BUYER's bid.

10. BUYER acknowledges that BUYER has not been influenced to enter into this transaction nor has it relied upon any warranties or representations, expressed or implied, not set forth in this Agreement or in the legal advertisements of this sale. Specifically, the BUYER acknowledges that the SELLER has made no representations or warranties concerning the compliance of the Premises with any and all building, subdivision, zoning, sanitary, environmental, usage or other local, state or federal laws, ordinances or regulations which may affect the BUYER's use and/or enjoyment of the Premises. Moreover, the BUYER acknowledges that the SELLER has made no representations or warranties as to the state of title, utilities, or the condition or permitted use of the Premises. Any improvements on the Premises are sold "AS IS, WHERE IS" with no warranties expressed or implied.

11. No adjustment shall be made for real estate taxes or payments due in lieu thereof, assessments, or other municipal charges, rental payments, liens or claims in the nature of liens, as the successful bidder shall take the Premises subject to all taxes, charges, assessments and liens due up to the date of delivery and recording of the foreclosure deed.

12. BUYER acknowledges receipt of a copy of the Property Transfer Lead Paint Notification as provided by the Department of Public Health pursuant to the Massachusetts Lead Law. BUYER acknowledges that he or she will not have the opportunity to have a lead contamination inspection conducted prior to the sale.

13. The BUYER shall be responsible for compliance with M.G.L. Chapter 148, Sections 26E, 26F and 26F ½, regarding the installation of smoke detectors and Carbon Monoxide Detectors in residential buildings or structures.

14. This Agreement is executed in multiple counterparts and is to be construed as a Massachusetts contract, to take effect as a sealed instrument, and sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified, or amended only by a written instrument executed by the SELLER and BUYER. If two or more persons are named herein as BUYER, their obligations hereunder shall be joint and several.

NOTHING CONTAINED IN THE MATERIALS ATTACHED OR IN ANY OTHER MATERIALS FURNISHED IN CONNECTION WITH THIS FORECLOSURE SALE CONSTITUTES A REPRESENTATION, WARRANTY OR LEGAL OPINION OF THE AUCTIONEER, THE FORECLOSING MORTGAGEE OR ITS ATTORNEYS OF THE ACCURACY OR COMPLETENESS OF ANY INFORMATION THEREIN, AND THE FORECLOSING MORTGAGEE, ITS ATTORNEYS AND THE AUCTIONEER EXPRESSLY DISCLAIM ANY RESPONSIBILITY THEREFOR. THE FORECLOSING MORTGAGEE, ITS

ATTORNEYS AND THE AUCTIONEER SHALL HAVE NO LIABILITY WHATSOEVER  
FOR ANY LOSS, COST OR DAMAGE ARISING THEREFROM.

Witness to all:

INSTITUTION FOR SAVINGS  
IN NEWBURYPORT AND ITS VICINITY

("Seller")

\_\_\_\_\_

By \_\_\_\_\_  
LAWRENCE R. HUNTER,  
Vice President

\_\_\_\_\_  
("Buyer")

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

Time of Execution: \_\_\_\_\_

\_\_\_\_\_  
JOHN McINNIS, Auctioneer

# MUNICIPAL LIEN CERTIFICATE

Subject to supplemental tax assessments under G.L. Ch.59 S2D

City of Haverhill

April 8, 2011

THE COMMONWEALTH OF MASSACHUSETTS

REGNANTE, STERIO & OSBORNE  
401 EDGEWATER PLACE  
SUITE 630  
WAKEFIELD MA 01880

I certify from available information that all taxes, assessments and charges now payable that constitute liens as of the date of this certificate on the parcel of real estate specified in your application received on 4/08/2011 are listed below.

### DESCRIPTION OF PROPERTY

Assessed Owner: MARTIN RICHARD P

Location of Property: 28 /28 LILAC LN

Parcel Identification: 634/BH-28/18

**Acerage:**

Valuation: \$225,200

Bill #: 25106

FISCAL YEAR	2011	2010	PRIOR
TAXES			
Previous Years Actual		\$3,118.54	PAID
1st Qtr Taxes Due(1) 8/02/2010	\$779.63		
2nd Qtr Taxes Due(1) 11/01/2010	\$779.63		
3rd Qtr Taxes Due 2/01/2011	\$788.89		
4th Qtr Taxes Due 5/02/2011	\$788.89		
Total Billed 5/02/2011	\$3,137.04	\$3,118.54	\$ .00
Payments/Adjustments to date	\$2,348.15	\$3,118.54	\$ .00
BALANCE DUE by 5/02/2011	\$788.89	PAID	PAID

(1) PRELIMINARY TAXES generally represent no more than 50% of prior years tax.

(1) PRELIMINARY TAXES generally represent no more than 50% of prior years' sales. You have a WATER/WASTEWATER outstanding balance of \$174.41 excluding current interest.

You have a WATER/WASTEWATER outstanding balance of \$174.41 excluding current charges.  
A final meter reading may be needed to calculate the current outstanding water/wastewater balance.

A final meter reading may be needed to calculate the current usage.  
Contact the Water Department for up to date figures. Account B0664350-000064626

All of the amounts listed above are to be paid to the Collector.

I have no knowledge of any other outstanding amount that may constitute a lien.

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE

102 25

Collector of taxes



# The Commonwealth of Massachusetts

Executive Office of Health and Human Services

Department of Public Health

Environmental Health

250 Washington Street, 7<sup>th</sup> Floor

Boston, MA 02108

(800) 532-9571 / (781)-774-6611

## CHILDHOOD LEAD POISONING PREVENTION PROGRAM (CLPPP) PROPERTY TRANSFER LEAD PAINT NOTIFICATION

Under Massachusetts and federal law, this notification package must be given to prospective purchasers of homes built before 1978. This package must be given in full to meet state and federal requirements. It may be copied, as long as the type size is not made smaller. Every seller and any real estate agent involved in the sale must give this package before the signing of a purchase and sale agreement, a lease with an option to purchase, or, under state law, a memorandum of agreement used in foreclosure sales. Sellers and agents must also tell the prospective purchaser any information they know about lead in the home. They must also give a copy of any lead inspection report, risk assessment report, Letter of Compliance or Letter of Interim Control. **This package is for compliance with both state and federal lead notification requirements.**

Real estate agents must also tell prospective purchasers that under the state Lead Law, a new owner of a home built before 1978 in which a child under six will live or continue to live must have it either deleaded or brought under interim control within 90 days of taking title. This package includes a check list to certify that the prospective purchaser has been fully notified by the real estate agent. This certification should be filled out and signed by the prospective purchaser before the signing of a purchase and sale agreement, a lease with an option to purchase or a memorandum of agreement used in a foreclosure sale. It should be kept in the real estate agent's files. After getting notice, the prospective purchaser has at least 10 days, or longer if agreed to by the seller and buyer, to have a lead inspection or risk assessment if he or she chooses to have one, except in cases of foreclosure sales. There is no requirement for a lead inspection or risk assessment before a sale. A list of private lead inspectors and risk assessors licensed by the Department of Public Health is attached and can also be found on the Childhood Lead Poisoning Prevention Program's website at [www.mass.gov/dph/clppp](http://www.mass.gov/dph/clppp).

Sellers and real estate agents who do not meet these requirements can face a civil penalty of up to \$1,000 under state law; a civil penalty of up to \$10,000 and possible criminal sanctions under federal law, as well as liability for resulting damages. In addition, a real estate agent who fails to meet these requirements may be liable under the Massachusetts Consumer Protection Act.

The property transfer notification program began in 1988 and has been very successful. It provides information you need to protect your child, or your tenants' child, from lead poisoning. Massachusetts has a tax credit of up to \$1,500 for each unit deleaded. There are also a number of grants and no-interest or low-interest loans available for deleading. It's up to you to do your part toward ending lead poisoning.

**PLEASE TAKE THE TIME TO READ THIS DOCUMENT. LEAD POISONING IS THE NATION'S LEADING ENVIRONMENTAL HAZARD AFFECTING CHILDREN. DON'T GAMBLE WITH YOUR CHILD'S FUTURE.**

### **What is lead poisoning? How do children become lead poisoned?**

Lead poisoning is caused by exposure to lead in the environment. It is most dangerous for children under six years old. In young children, too much lead in the body can cause permanent harm to the brain, kidneys, nervous system and red blood cells. Even at low levels, lead in children's bodies can slow growth and cause learning and behavioral problems. The main way children get lead poisoned is by swallowing lead paint dust. They do not have to chew on leaded surfaces or eat paint chips to become poisoned. Most childhood lead poisoning is caused by children's normal behavior of putting their hands or other things, such as toys, in their mouths. If their hands or these objects have touched lead dust, this may add lead to their bodies. Children can also be exposed to lead from such other sources as lead-contaminated soil or water, but these sources alone rarely cause lead poisoning. Lead can be found in soil near old, lead-painted houses. If children play in bare, leaded soil, or eat vegetables or fruit grown in such soil, or if leaded soil is tracked into the home and gets on children's hands or toys, lead may enter their bodies.

### **What are the symptoms of lead poisoning? How is it detected?**

Most lead poisoned children have no special symptoms. The only way to find out if a child is lead poisoned is to have his or her blood tested. The Massachusetts Lead Law requires all children between 9 months and 3 years old to be screened annually for lead, and again at age 4 if living in a high-risk community. If your child has been exposed to lead, or if you do not know if your child under age six has been screened for lead, ask your child's doctor, other health care provider or your local board of health for a simple screening test of your child.

### **What is the treatment for lead poisoning?**

Treatment of a lead poisoned child starts with finding and removing the lead hazards to which the child is exposed. This will include a lead inspection of the child's home, and if lead hazards are identified, deleading of the home. Medical treatment depends on the child's blood lead level and the child's response to the removal of the lead source. Parents will be taught about protecting their child from lead exposure. They will need to watch the child's progress through frequent blood tests. If necessary, the child may receive special drugs to help rid his body of excess lead. With this treatment, drugs are given daily for as long as several weeks. Sometimes this must be done more than once. A child who has been lead poisoned will need a lot of blood tests for a year or more. He or she should be tested for learning problems before starting school.

### **Are children under six years old the only ones at risk of lead poisoning?**

No. Young children are usually more easily and seriously poisoned than older children or adults, but lead is harmful to everyone. Lead in the body of a pregnant woman can hurt her baby before birth. Older children and adults who live in older housing with lead paint hazards may become exposed to lead and could potentially develop lead poisoning through home renovation. Most lead poisoning in adults is caused by work-related exposure or home renovation. Even hobby supplies, such as stained glass, bullets and fishing sinkers, can expose people to lead. Lead poisoning in adults can cause high blood pressure, problems having children for both men and women, digestive problems, nerve disorders, memory loss and problems concentrating, and muscle and joint pain. Adults who have any of these symptoms and who have been exposed to lead should consider being screened for lead. Those who are regularly exposed to lead through their work are required by law to have their blood tested once a year for lead.

### **What are the dangers of lead paint in homes, and when was it used?**

Lead paint in homes causes almost all childhood lead poisoning. Lead is so harmful that even a small amount of fine lead dust that cannot be seen can poison a child. Lead paint covered by layers of nonlead paint can still poison children, especially when it is disturbed, such as through normal wear and tear, or home repair work. When such lead paint is on moving surfaces, such as windows, fine lead dust is released through normal use. This dust settles, where it can be easily picked up on children's toys and fingers. Household paint with poisonous (now illegal) levels of lead was in use in Massachusetts from the 1690s until 1978. In 1978, the U.S. government banned lead from house paint. Lead can be found in all types of pre-1978 homes: homes in cities, suburbs or the countryside; private housing and state or federal public housing; single-family and multi-family homes. The older the house, the more likely it is to contain lead paint. The older the paint, the higher the likely lead content.

### **Can routine home repairs cause lead poisoning?**

There can be a danger of lead poisoning whenever painted surfaces inside or outside the home are scraped for repainting, or woodwork is stripped or removed, or windows or walls are removed. This is because lead paint is found in almost all Massachusetts homes built before 1978, and so many of Massachusetts' homes are old. Do not use power sanders, propane torches or heat guns to remove lead paint, as these methods create a lot of lead dust and fumes. Temporarily move your family (especially children and pregnant women) out of the home while the work is being done and cleaned up; or at a minimum, tape up plastic sheets to completely seal off the work area. Get a lead inspection done, so that you will know which surfaces have lead paint and need extra care when preparing for and doing home repair work, and during cleanup afterwards. Do not do repairs in older homes without learning about safe ways to do the work to reduce the danger of lead dust. Hundreds of cases of childhood and adult lead poisoning result each year from do-it-yourself home projects.

### **How does the owner of a home built before 1978 in which a child under six years old lives meet the requirements of the Massachusetts Lead Law?**

The first step is to have a lead inspection or risk assessment done. A licensed lead inspector will test the surfaces of the home for lead and give the owner a written report that states where there is lead in amounts considered a violation by state law, and record any lead hazards that must be corrected. A risk assessor, who is a specially licensed lead inspector, will do a lead inspection plus a risk assessment, during which he or she checks the home for the most serious lead hazards that must be fixed for interim control. (See question about interim control, below.) Only a licensed deleader may do high-risk work, such as removing lead paint or repairing chipping and peeling lead paint. Either a deleader, the owner or someone who works for the owner (an agent) can do certain other deleading and interim control tasks. (See next question.) An owner or agent must get special training to perform the deleading tasks they may do. After the work is done, the lead inspector or risk assessor returns to check the home. He or she may take dust samples to test for lead and makes sure the home has been properly cleaned up. If everything is fine, he or she gives the owner a Letter of Compliance or a Letter of Interim Control. After getting one of these letters, the owner must take reasonable care of the property, mainly by making sure there is no peeling lead paint.



### **Can I do some of the deleading myself?**

In Massachusetts, the owner or someone who works for the owner (an agent) can do certain deleading activities. These include covering surfaces with certain materials; removing certain building parts; capping baseboards; installing vinyl siding on the exterior, and applying encapsulants. Encapsulants are special liquid coatings made to be long-lasting barriers over lead paint. Before any of these deleading tasks are done, the owner must first have a lead inspection done and whoever is going to do the work must get special training. Contact CLPPP for information about this training. In addition, owners or their agents can perform structural repairs and lead dust cleaning for interim control. Before doing this work, owners and agents should get and read CLPPP's interim control booklet.

### **Is there financial help for deleading?**

There is a state income tax credit of up to \$1,500 per unit for full deleading. A credit of up to \$500 per unit is available for interim control work that also contributes to full deleading. There are also grants and no-interest, deferred loans, or low-interest loans available to eligible property owners. These funds are available through the U.S. Department of Housing and Urban Development, the Massachusetts Executive Office of Communities and Development, the Massachusetts Housing Finance Authority, local city and town community development planning departments, and banks.

### **Does deleading improve the value of my property?**

Many homeowners have found that the benefits of deleading are not unlike the benefits of other home improvement projects. Replacement windows and doors can save the homeowner money because they are more energy efficient. Having a legally delead home, whether it is a single-family or multi-family, owner-occupied or rental unit, can make it easier to sell or rent, often at a better price.

### **What surfaces must be delead for full compliance with the Massachusetts Lead Law?**

Owners of homes built before 1978 where children under six years of age live must have the following lead hazards corrected to get a Letter of Compliance:

- \* any peeling, chipping or flaking lead paint, plaster or putty;
- \* intact lead paint, other coating or putty on moveable parts of windows with sills five feet or less from the floor or ground and those surfaces that come in contact with moveable parts;
- \* intact lead paint or other coating on "accessible mouthable surfaces." These surfaces generally include woodwork, such as doors, door jambs, stairs and stair rails, and window casings.

### **What is interim control?**

Interim control is a set of temporary measures that property owners can take to correct urgent lead hazards, especially peeling or chipping lead paint and lead dust. These steps protect residents from lead poisoning until the home is fully delead. Homes in good condition may need little or no work to get interim control status. Owners then have up to two years before they have to fully delead the home. For that period, they are protected from strict liability under the state Lead Law should a child become lead poisoned in the home, as long as the home is maintained and the conditions for interim control are met. In addition to the repair of peeling and chipping lead paint and the cleaning of lead dust, other work may be necessary for interim control. This includes fixing water leaks or other damage that makes lead paint peel and chip; making window wells smooth and easy to clean; making windows work properly and deleading any badly chipping and peeling lead-painted surfaces.

Property owners interested in interim control must hire a licensed risk assessor. He or she will then decide what work, if any, needs to be done to get a Letter of Interim Control. The original Letter of Interim Control is good for one year. The property owner can have the home reinspected before the end of that year, and if all conditions are met, the home can be recertified for another year. By the end of the second year, the home must be deleaded, if a child under six still lives there, for the owner to remain free of strict liability.

**Does my family have to be out of the house during deleading or interim control work?**

Residents must be out of the house for the entire time that a deleader is doing deleading work inside a home, and for some of the deleading work by owners and their agents. Residents may stay at home, but out of the work area, while a deleader, property owner or owner's agent without a deleader's license does certain other deleading tasks, or such interim control work as structural repairs or lead dust cleaning. Residents who have been out of the house may not return until the deleading work that made it necessary for them to leave is complete, the home is cleaned up, and a lead inspector or risk assessor has checked and found this work has been properly done and dust samples have passed. For complete details, contact CLPPP.

**Are there any exemptions to the Massachusetts Lead Law?**

The Lead Law applies only to homes built before 1978 in which a child under six lives. Any home or apartment having fewer than 250 square feet of living space, or which is in a rooming house, is exempt, as long as no child under age six is living there. Finally, homes rented for 31 days or less for vacation or recreational purposes are also exempt, as long as there is no chipping or peeling lead paint in the home and the renter has received the Short-Term Vacation Rental Notification.

**What are the requirements of the state Lead Law if there is a lease with an option to buy?**

When there is a lease with an option to buy a home built before 1978 in effect, the owner of the property must have it deleaded or brought under interim control if a child under six lives there. If the tenant with an option to buy such a home proceeds to purchase it, he or she becomes responsible for meeting the requirements of the Lead Law if a child under six lives there after the purchase.

**How can I find out about how lead inspections, risk assessments and deleading should be done?**

All lead inspections, risk assessments and deleading must be done according to the Regulations for Lead Poisoning Prevention and Control, 105 Code of Massachusetts Regulations 460.000 and the Deleading Regulations, 454 CMR 22.00. For full information, homeowners may get these regulations at the State House Book Store, State House, Boston, MA 02133. The phone number is (617) 727-2834.

Lead inspectors and risk assessors licensed by the Department of Public Health have been trained and are experienced in using the state-approved methods for testing for lead paint. These methods are the following: use of a solution of sodium sulfide, a portable x-ray fluorescence machine or lab tests of paint samples removed from the home. Deleaders licensed by the Department of Labor and Workforce Development have been trained to use safe methods to prepare for and do deleading work, and clean up afterwards. They may delead using any of the following methods: removing paint, removing building parts, covering and encapsulating. When removing paint, they cannot use certain very dangerous methods, such as open flame burning, dry abrasive blasting or power sanding without a special vacuum attachment.

### **How do I get a lead inspection or risk assessment?**

Included as part of this notification package is a listing of private licensed lead inspectors organized alphabetically, and private licensed risk assessors, similarly organized. Ask to see the inspector or risk assessor's license, to make sure it is current. You should arrange for the inspection or risk assessment as quickly as possible after deciding you want one. If you do have an inspection or risk assessment, you must give the seller a copy of the report.

### **What is the best time to delead or undertake interim control?**

The best time to delead a home or bring it under interim control is when the home is vacant, so that residents will not be exposed to lead and household furnishings will not be contaminated with lead. In addition, it often is efficient, and reduces costs, to combine deleading with other repair work being done to a vacant home.

### **What is a Letter of Compliance and a Letter of Interim Control?**

Under the state Lead Law, a Letter of Compliance is a legal letter that says either that there are no lead paint hazards or that the home has been delead. The letter is signed and dated by a licensed lead inspector. A Letter of Interim Control is a legal letter that says work necessary to make a home temporarily safe from lead hazards has been done. It is signed and dated by a licensed risk assessor. A Letter of Interim Control is good for one year, but can be renewed for one more year. The owner must fully delead the home and get a Letter of Compliance by the end of the second year if a child under six still lives there. The Lead Law does not require the removal of all lead paint from a home. An owner who gets a Letter of Compliance or Letter of Interim Control must take reasonable care to keep up the home, mainly by making sure there is no chipping or peeling lead paint. If an owner fails to take reasonable steps to maintain the home, he or she may become liable for damages to a child lead poisoned as a result of the owner's breach of that duty of reasonable care.

## **RENTAL PROPERTY INFORMATION**

### **What liability do rental property owners have if they don't comply with the state Lead Law?**

If a property owner of a home built before 1978 in which a child under six lives fails to delead or bring the home under interim control, and a child is lead poisoned as a result, the property owner is strictly liable for all damages. An owner is not strictly liable for lead poisoning if a Letter of Compliance or Letter of Interim Control is in effect. Strict liability means owners may be liable even if they did not know lead paint was in the home. Since harm to the kidneys and blood cells, delays in growth, learning disabilities and emotional and behavioral disturbances resulting from lead poisoning can have life-long effects, monetary damages awarded against an owner responsible for a child's lead poisoning can be substantial. Failing to delead or bring under interim control a home to which the Lead Law applies is also an emergency public health matter, and can carry criminal penalties. An owner who is notified by a public agency of Lead Law violation in a property he or she owns, and who willfully fails to correct the dangerous conditions, is also subject to punitive damages, which are three times the actual damages found. These provisions are in addition to any other legal rights the lead-poisoned child may have.

**Can I avoid state Lead Law requirements by not renting to a family with children under six?**

The Massachusetts Lead Law makes it illegal to refuse to rent to families with children under six, or evicting or refusing to renew the lease of families with children under six, because of lead paint. Discrimination against families with young children is also a violation of the U.S. Fair Housing Act and the Massachusetts anti-discrimination statute. Parents cannot waive the rights of their children to live in lead-safe housing or agree to assume the risks of lead exposure. Owners who violate these laws face heavy penalties. The Massachusetts Commission Against Discrimination investigates and prosecutes cases of discrimination against families with children because of lead paint.

It is also illegal for lenders to deny financing because a home has lead paint, or because financing could trigger future duties under the Lead Law. This does not restrict the right of a lender to process or deny a mortgage application in accordance with accepted underwriting practices and criteria.

**If I am considering buying a pre-1978 house to rent out, and a child under six lives in one of the apartments, should I have at least that unit and common areas inspected for lead now?**

Yes. If there are children under six living in such an apartment and the apartment does not have a Letter of Compliance or Letter of Interim Control, buyers should find out whether or not the apartment has lead hazards and will have to be brought into compliance with the state Lead Law. This information will be important in deciding whether to buy the property and at what price. As noted above, new owners have 90 days from the date of taking title to have such an apartment delead or brought under interim control. Therefore, they should arrange deleading or interim control work to begin as soon as possible after taking title, to be sure the work is done within 90 days.

**Can a landlord delay a tenancy to bring a home into compliance with the state Lead Law?**

A landlord who will be deleading a home or bringing it under interim control may delay the start of the tenancy up to 30 days. This can be done as long as a lease between the landlord and the new tenant does not exist. During this delay period, the new tenants are responsible for their living expenses. If there is a signed lease, however, the landlord is responsible for temporary housing during relocation necessary for deleading work.

**Must a landlord arrange temporary housing for a tenant while a rental home is being delead?**

Under the state Lead Law, tenants have to be relocated for the time that certain deleading work is taking place inside the home. They may not return until that work is done, the home is cleaned up, and a licensed lead inspector or risk assessor checks and finds it is fine for residents to move back in.

The landlord and tenant are responsible for working out an acceptable plan for alternative housing if it is necessary. The landlord may move the tenant to another place to live, which may be another house, apartment, motel or hotel. The landlord is responsible for paying the tenant's reasonable moving costs and any temporary housing costs over and above the rent of the home being delead. During the time the home is being delead, the tenant remains responsible for paying the normal rent they would pay for this period as their share of the cost of temporary housing. The Lead Law states the temporary housing must not cause undue economic or personal hardship to the tenant.

**What is tenant notification?**

The goal of the federal and state requirements for tenant notification is to help reduce lead poisoning by giving all tenants of homes built before 1978 information about lead in their home. The program also educates tenants and landlords about the dangers of lead poisoning, its prevention, and

the Massachusetts Lead Law. Tenant notification applies to all tenants, whether or not they have a child under six living with them.

Before renting a home, landlords, managing agents or any real estate agent involved in the rental must give new tenants copies of any existing lead forms for the home. These include lead inspection reports, risk assessment reports, a Letter of Compliance (no matter how old) or a Letter of Interim Control. If the landlord or agent does not have any or all of these forms for the home, he or she simply does not give them. In addition, the landlord or agent must give new tenants the Tenant Lead Law Notification. This form addresses lead poisoning, specific prevention tips for parents, the requirements of the Lead Law and an explanation of the lead forms. Attached to the Tenant Lead Law Notification is the Tenant Certification form. This is to be filled out and signed by both the tenant and the landlord or agent. Each party gets a copy to keep. **These forms have been approved to satisfy both state and federal lead notification requirements.** Landlords or agents may choose to include the Tenant Lead Law Notification/Tenant Certification form in a written lease, instead of using a separate form.

Landlords and agents who fail to carry out their tenant notification obligations are liable for all damages caused by their failure to do so, and are subject to a fine of up to \$1,000.

### INSURANCE INFORMATION

**How can an owner of rental housing in Massachusetts built before 1978 get insurance to cover potential lead liability?**

The answer depends on the number of units that the property owner wishes to insure, and whether the property owner lives in the building for which insurance is sought. An owner-occupant who insures four or fewer units may be covered by homeowners insurance. Generally, the property owner who is not an owner-occupant will need to get commercial liability insurance, as will an owner-occupant who wishes to insure more than four units.

Homeowners insurance may be available from several different sources: the regular, "admitted" market, the FAIR Plan or the "surplus lines" market. The regular, "admitted" market is the usual market for insurance. The FAIR Plan offers homeowners insurance to property owners unable to find coverage in the regular market. The "surplus lines" market is a less regulated, and generally more expensive market. It provides insurance to those who cannot find coverage elsewhere.

Under state Division of Insurance regulations, if an insurer in the regular market decides to write homeowners insurance on rental housing for which a Letter of Compliance or Letter of Interim Control is in effect, the insurer must provide coverage of lead paint liability arising from those premises. **Neither the state Lead Law nor the insurance regulations require a regular market insurer to write liability insurance, including homeowners insurance, on a particular property.** If a Letter of Compliance or Letter of Interim Control is in effect for only part of a property, the coverage for lead liability will extend to only that part of the property. Such insurance will also apply to any common areas covered by the Letter of Compliance or Letter of Interim Control. It will not, however, extend to injuries resulting from gross or willful negligence. The FAIR Plan's coverage of lead liability is subject to the same regulations that apply to the regular market.

An insurer in the regular market, or the FAIR Plan, may ask the property owner to prove that there is a Letter of Compliance or a Letter of Interim Control for the home sought to be insured. Once the proof is provided, coverage for lead liability will apply as of the date of the Letter. If the Fair Plan determines that a given property is eligible for insurance, or if a regular market insurer elects to insure certain premises, either may exclude lead liability coverage on any part of the property it ensures to which no Letter of Compliance or Letter of Interim Control applies. If either the Fair Plan or a regular market insurer uses such an exclusion, it must offer the owner of the premises the chance to buy back

the excluded coverage. There is an additional charge for the lead liability "buyback" coverage. The amount of this charge is regulated by the Division of Insurance.

In the surplus lines market, there is no requirement to cover lead liability arising from premises to which a Letter of Compliance or Letter of Interim Control applies. Surplus lines insurers generally exclude coverage of lead liability, do not offer the buyback coverage, and charge higher prices than the regular market.

Since the FAIR Plan does not provide commercial liability insurance, property owners who need to get such coverage (as opposed to homeowners insurance) must get it from either the regular market or the surplus lines market. Commercial liability insurance from the surplus lines market, like homeowners insurance from that market, usually will exclude coverage of lead liability, will not include the buyback option, and will cost more than regular market coverage.

While a regular market insurer can decline to write commercial liability insurance on a given property, once such an insurer decides to write such coverage, it must then insure lead liability arising from any part of the property covered by a Letter of Compliance or Letter of Interim Control. If such an insurer chooses to insure a property, it may exclude coverage of lead liability on any part of the premises for which no Letter of Compliance or Letter of Interim Control is in effect. If such insurer applies such an exclusion, it must offer the property owner the opportunity to buy back the excluded coverage. The lead liability insurance regulations described above as applicable to regular market homeowners insurance also apply to commercial liability insurance from the regular market.

Owners of rental housing should try to get coverage for lead liability, whether they have met the requirements of the Lead Law or not, by seeking regular market coverage through insurance agents, or by contacting direct writing companies that are listed in the telephone directory, before resorting either to the FAIR Plan or the surplus lines market.

#### **If I own and occupy a single-family house, does my homeowners insurance cover lead liability?**

Under the state lead liability insurance regulations, coverage of lead liability cannot be excluded from regular market and FAIR Plan homeowners insurance policies on single-family owner-occupied homes. Instead, lead liability coverage is included in such policies. However, a family member covered by a homeowners policy cannot make a lead liability claim against another family member covered by the same policy. The requirements of the lead liability insurance regulations do not apply to homeowners coverage from the surplus lines market.

#### **How are new owners affected by the lead liability insurance regulations?**

If a buyer of rental housing built before 1978 meets the state Lead Law's requirements and gets a Letter of Compliance or Letter of Interim Control within 90 days after becoming the owner, then, under certain conditions, they will be able to get coverage for lead liability for the period they owned the property before they deleaded or brought it under interim control. This will happen if a regular market insurer chooses to provide liability coverage on the property. Such an insurer is required to provide lead liability coverage to a new owner who obtains a Letter of Compliance or Letter of Interim Control within 90 days after becoming the owner of the property. Such coverage will go back to the time that the new owner took title to the property, unless the liability insurance went into effect some time after the taking of title. In the latter case, the coverage of lead liability will extend back to the time that the liability insurance held by the new owner first went into effect on the premises. The rule for new owner lead liability insurance coverage for the FAIR Plan is the same as for the regular market. These special rules for lead liability insurance for new owners do not apply to insurance from the surplus lines market.

\*\*\*\*\*

### **What happens next?**

That's up to you. At this point, you should be well informed about lead poisoning, the effects of lead hazards in the home, and your responsibilities under the Massachusetts Lead Law. In the past, the Department of Public Health has had to devote its childhood lead poisoning resources to provide services to the thousands of Massachusetts children who were poisoned, as well as to providing services to children whose blood lead levels are elevated, to prevent them from becoming lead poisoned. Between the Department's work and the preventive deleading carried out by property owners, we have been successful at reducing the number of lead poisonings among young children in Massachusetts. All of us at the Department are hopeful that we will continue that partnership, in which the correction of lead hazards in the homes of young children *before* those children are lead poisoned is so important.

### **Where can I get more information on lead poisoning?**

Massachusetts Department of Public Health  
Childhood Lead Poisoning Prevention Program (CLPPP)  
(For more copies of this form, and full range of  
information on owners' and tenants' rights and  
responsibilities under the state Lead Law, financial help  
for owners, safe renovation work, and soil testing)  
[www.mass.gov/dph/clppp](http://www.mass.gov/dph/clppp)  
(781)-774-6611, 1-800-532-9571

Massachusetts Department of Labor/  
Division of Occupational Safety  
(List of licensed deleaders)  
[www.mass.gov/dos](http://www.mass.gov/dos)  
(617)-626-6962

Massachusetts Housing Finance Agency  
(Get the Lead Out loan program information)  
[www.masshousing.com](http://www.masshousing.com)  
(617)-854-1000

U.S. Environmental Protection Agency  
Region 1 (New England)  
(Information about federal laws on lead)  
<http://www.epa.gov/region1>  
(617)-918-1524

National Lead Information Center  
(lead poisoning information or lead in  
consumer products)  
[www.epa.gov/lead](http://www.epa.gov/lead) or 1-800-424-LEAD

U.S. Consumer Product Safety  
Commission (Info about lead in  
consumer products)  
[www.cpsc.gov](http://www.cpsc.gov) or 1-800-638-2772

### PROPERTY TRANSFER NOTIFICATION CERTIFICATION

This form is to be signed by the prospective purchaser before signing a purchase and sale agreement or a memorandum of agreement, or by the lessee-prospective purchaser before signing a lease with an option to purchase for residential property built before 1978, for compliance with federal and Massachusetts lead-based paint disclosure requirements.

#### Required Federal Lead Warning Statement:

Every purchaser of any interest in residential property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

#### Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) ☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (circle documents below).

Lead Inspection Report; Risk Assessment Report; Letter of Interim Control; Letter of Compliance

(ii) ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

#### Purchaser's or Lessee Purchaser's Acknowledgment (initial)

(c) ☐ Purchaser or lessee purchaser has received copies of all documents circled above.

(d) ☐ Purchaser or lessee purchaser has received no documents.

(e) ☐ Purchaser or lessee purchaser has received the Property Transfer Lead Paint Notification.

(f) ☐ Purchaser or lessee purchaser has (check (i) or (ii) below):

(i) ☐ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) ☐ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

#### Agent's Acknowledgment (initial)

(g) ☐ Agent has informed the seller of the seller's obligations under federal and state law for lead-based paint disclosure and notification, and is aware of his/her responsibility to ensure compliance.

(h) ☐ Agent has verbally informed purchaser or lessee-purchaser of the possible presence of dangerous levels of lead in paint, plaster, putty or other structural materials and his or her obligation to bring a property into compliance with the Massachusetts Lead Law -- either through full deleading or interim control -- if it was built before 1978 and a child under six years old resides or will reside in the property.

#### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller	Date	Seller	Date
Purchaser	Date	Purchaser	Date
Agent	Date	Agent	Date



Centerline  
 L=390.00'  
 R=200.00'  
 15.06' L=100.78'  
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BRICKETT HILL CIRCLE

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N/F FRANCIS

BUILDING #4

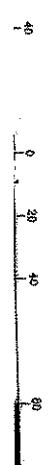
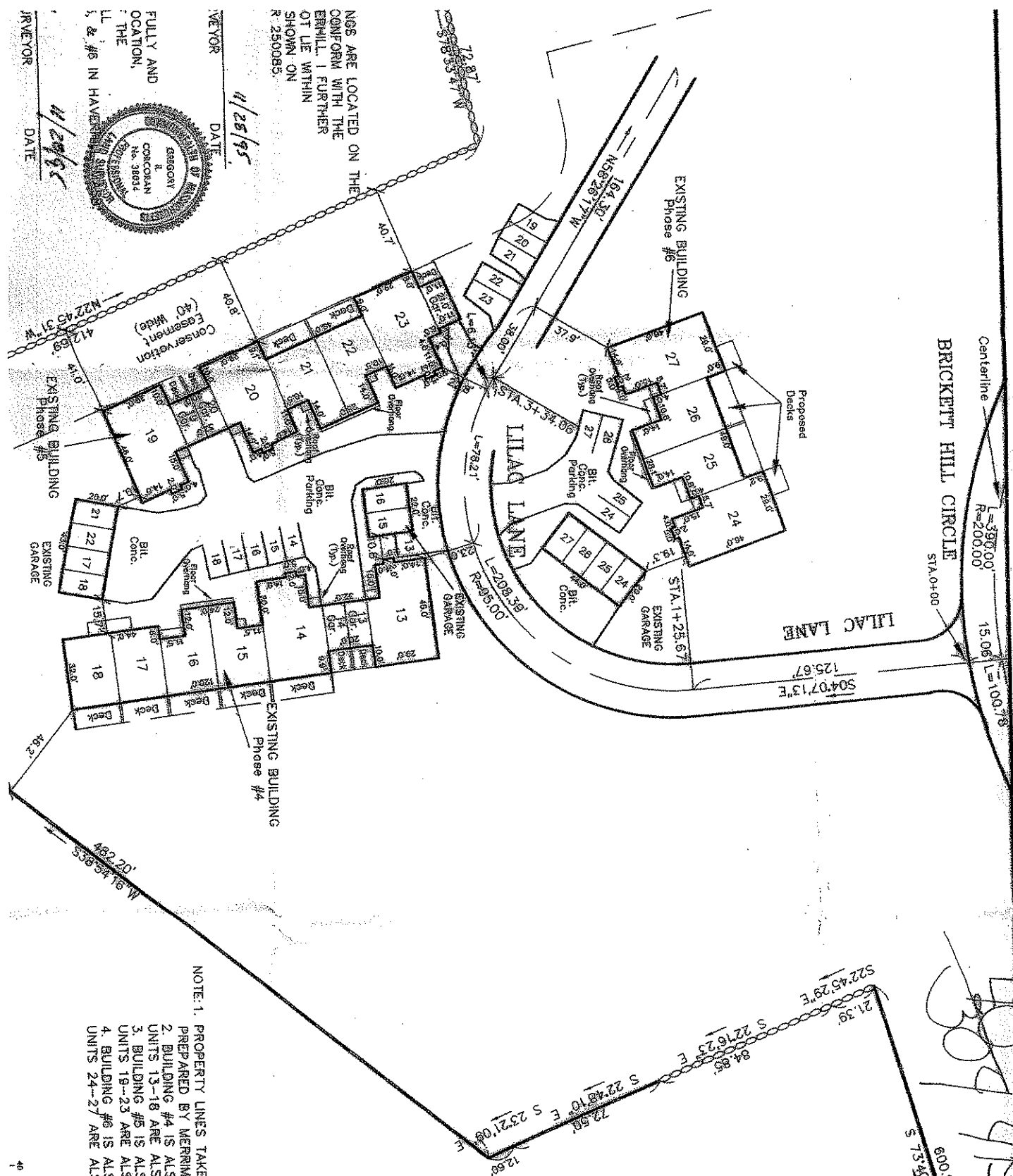
NOTE: UNIT 13 FIRST FLOOR E  
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BUILDING #5

NOTE: UNIT 19 FIRST FLOOR E  
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 UNIT 21 FIRST FLOOR E  
 UNIT 22 FIRST FLOOR E  
 UNIT 23 FIRST FLOOR E

BUILDING #6

NOTE: UNIT 24 FIRST FLOOR E  
 UNIT 25 FIRST FLOOR E  
 UNIT 26 FIRST FLOOR E  
 UNIT 27 FIRST FLOOR E



NOTE: 1. PROPERTY LINES TAKEN FROM DEFINITIVE SITE PLANS PREPARED BY MERIMACK ENGINEERING SERVICES, INC.  
 2. BUILDING #4 IS ALSO KNOWN AS BUILDING #28 BY THE CITY OF BOSTON.  
 3. BUILDING #5 IS ALSO KNOWN AS BUILDING #30 BY THE CITY OF BOSTON.  
 4. BUILDING #6 IS ALSO KNOWN AS BUILDING #43 BY THE CITY OF BOSTON.  
 UNITS 13-18 ARE ALSO KNOWN AS UNITS 1, 3, 5, & 7 BY THE CITY OF BOSTON.

DATE: 11/28/95  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]  
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 PROJECT: [Signature]  
 SCALE: [Signature]  
 SHEET: [Signature]  
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UNIT 4 28

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**ALCANTARA, JAMES**

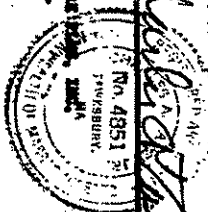


EXHIBIT NUMBER: 4

LOFT	246	sq. ft.
Basement	433	sq. ft.
1st Floor	461	sq. ft.
2nd Floor	682	sq. ft.
Approx. Total	2222	sq. ft.

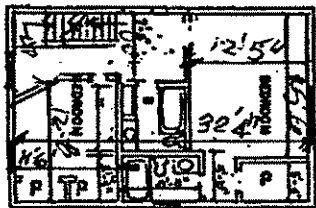
**NOTES:**  
**WATER PROBLEMS**

This drawing represents information taken from sheet # \_\_\_\_\_.

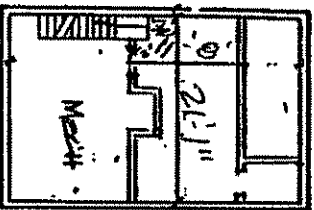
**BRICKETT HILL ESTATES**  
**North Avenue.**  
**Haverhill, Massachusetts**



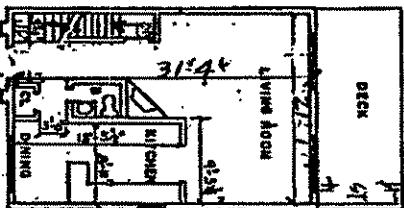
## NOTES



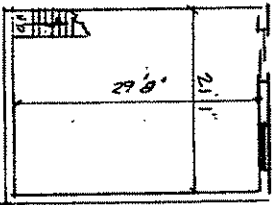
## SECOND FLOOR



LOFT PLAN



**FIRST FLOOR**



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