SALE OF REAL ESTATE UNDER GL c 183A § 6

By virtue of a Judgment entered by the Boston Municipal Court (Docket No. 2401CV003596) in favor of the 394 Riverway Condominium Association (the "Association") against Kirill S. Zaritski (the "Defendant") establishing a lien pursuant to G.L. c. 183A §6 on the real estate known as and numbered Unit 10 of the 394 Riverway Condominium located at 394 Riverway, Unit 10, Boston, MA 02115, and for the purpose of satisfying such lien the Unit will be sold at public auction conducted on October 8, 2025 at 12:00 P.M. at 394 Riverway, Unit 10, Boston, MA 02115.

The premises to be sold are more particularly described as follows: Unit 10 (the "Unit") of the 394 Riverway Condominium (the "Condominium") created by Master Deed dated November 15, 1983, and recorded with the Suffolk County Registry of Deeds in Book 10648, Page 1, as may be amended of record. The Unit contains 903 sq. ft. and is shown on the plan recorded with said Master Deed, and is recorded with said Registry under "Plans" in Book 10648, Page 1. Said plan bears a verified statement in the form provided for in Section 9 of M.G.L. c. 183A. The Condominium consists of the Land, with the buildings and improvements thereon, shown on a plan entitled "Plan of Land in Roxbury" dated February 24, 1914, prepared by S.L. Leftovith, Surveyor, and recorded with said Registry under "Plans" in Book 3792, Page 386 (the "Plan of the Land"). The Unit is conveyed together with: (1) an undivided 5.1 % interest in the Common Areas and Facilities of the Property described in said Master Deed ("Common Elements") attributable to the Unit, as set forth on Schedule A annexed to the Master Deed or as set forth on any lawful amendment thereto. (2) An easement for the continuance of all encroachments by the Unit on any adjoining units of Common Elements existing as a result of construction of the Building, or which may come into existence hereafter as a result of settling or shifting of the Building, or as a result of repair or restoration of the Building or of the Unit, after damage or destruction by fire or other casualty, or after taking in eminent domain proceedings or by reason of an alteration or repair to the Common Elements made by or with the consent of the Board of Managers, and (3) an easement in Common with the owners of the other units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements located in any of the other units or elsewhere on the property, and serving the Unit. The Unit is conveyed subject to (1) Easements in favor of adjoining units and in favor of the Common Elements for the continuance of all encroachments of such adjoining units or Common Elements on the Unit, now existing or as a result of construction of the Building, or which may come into existence hereafter as a result of settling or shifting of the Building, or as a result of repair or restoration of the Building or of any adjoining unit or of the Common Elements after damage or destruction by fire or other casualty, or after taking in eminent domain proceedings, or by reason of alteration or repair to the Common Elements made by or with the consent of the Board of Managers, (2) An easement in favor of the other units to use the pipes, wires, flues, conduits, cables, public utility lines and other Common Elements located in the Unit and serving such other units, and (3) The provisions of the Master Deed, By-Laws and floor plans of the condominium recorded hereinbefore as part of the Master Deed, as the same may be amended from time to time by instruments recorded at the Suffolk County Registry of Deeds, which provisions, together with any amendments thereto, shall constitute covenants running with the land and shall

bind any person having at any time any interest or estate in the Unit, his family, servants, visitors, as though such provisions were recited and stipulated at length herein. The Unit is to be used only for residential purposes specified in the Master Deed and is subject to the restrictions contained in Section 6 thereof. Being the same premises conveyed to Kirill S. Zaritski by deed record with Suffolk Registry of Deeds in Book 19715, Page 117.

Terms of Sale:

- 1. Non-refundable certified check for \$10,000.00 shall be paid by the successful bidder for the Unit at the time of the auction.
- 2. The balance of the purchase price shall be paid within thirty (30) days of the auction.
- 3. A Release Deed from the Board of Managers (the "Managers") of the 394 Riverway Condominium Association shall be issued to purchaser upon payment in full of the sale price. The Deed shall convey the Unit subject to, and with the benefit of, any restrictions, easements, improvements, assessments, encumbrances, mortgages, liens or claims in the nature of liens which are, by operation of law, conveyed with the Unit.
- 4. No representation is or shall be made by Seller as to the status of any mortgage or other liens.
- 5. The successful bidder shall pay the future condominium common charges commencing with the date of the auction.
- 6. No representation is or shall be made as to the condition of the Unit or the Condominium. The Unit shall be sold "as is".
- 7. The Managers shall have the right, but shall not be obligated, to convey title to the Unit to the second highest bidder at the auction if the highest bidder should fail to complete the purchase as required.
- 8. Other terms to be announced at the sale.

The sale is pursuant to a Judgment entered by the Boston Municipal Court, a copy of which may be viewed at the office of Attorney Daniel P. McGeary, 100 State Street, Suite 200, Boston, MA 02109, 617-523-1760, attorney for the 394 Riverway Condominium Association.

Daniel P. McGeary, Esg.

Attorney for the

394 Riverway Condominium Association