

COMMONWEALTH OF MASSACHUSETTS

COPY

ESSEX, SS.

DISTRICT COURT DEPT.
LYNN DIVISION
DOCKET NO. 1613CV001015

OCEANVIEW CONDOMINIUM TRUST)
Plaintiff)
v.)
HELDER FANFA)
Defendant)
-----)
)
HELDER FANFA & MARTA FANFA)
Plaintiffs-in-Counterclaim)
v.)
OCEANVIEW CONDOMINIUM TRUST)
Defendant-in-Counterclaim)

JUDGMENT AND ORDER OF THE COURT

This matter came on for trial before this Court and upon a jury verdict it is hereby ordered and adjudged as follows:

1. Judgment for Oceanview Condominium Trust, Defendant-in-Counterclaim, on Helder Fanfa's and Marta Fanfa's Counterclaims;
2. Judgment for Oceanview Condominium Trust against the Defendant Helder Fanfa upon the Amended Findings dated May 7, 2019 in the amount of \$19,875.00 together with statutory interest and together with attorneys' fees in the total amount of \$83,566.23 and costs in the amount of \$437.46 pursuant to M.G.L. Chapter 183A, §6;
3. The above damages constitute a lien pursuant to M.G.L. Chapter 183A, §6 and M.G.L. Chapter 254, §5 and §5A and in full compliance therewith this Judgment shall provide the Plaintiff the right to foreclose on said lien and enter upon, possess and sell said

NOTICE MAILED 6-3-2019

premises specified in the Complaint. The above damages are also a personal liability of the Defendant as set forth in M.G.L. Chapter 183A, §6(b);

4. In accord with the rights to possession and to foreclose upon and sell said premises, the Court authorizes the Trustee of the Oceanview Condominium Trust to convey said premises and to transfer the deed thereto to the buyer from the foreclosure sale;
5. The Court authorizes Harvard Auctioneers Co., 280 Commonwealth Ave., Suite 407, Boston, Massachusetts 02116, an auctioneer licensed to conduct auctions in the Commonwealth of Massachusetts, or such other licensed auctioneer to conduct the Plaintiff's foreclosure auction on said lien;
6. The Defendant herein shall be further indebted to the Plaintiff for any and all fees and expenses related to the publication and advertising of any sale, as well as fees and expenses related to the actual sale, including but not limited to, reasonable attorney's fees;
7. The Plaintiff is allowed to reach and apply the rents and require that any and all rents paid by tenants, lessees and occupants, pending the sale of said unit, to be used to defray the unpaid fines and expenses attributable to said unit owned by the Defendant. The Defendant is enjoined from interfering with the Plaintiff's right to collect these rents. Further, the Plaintiff is allowed to lease the said condominium unit that is either presently unoccupied or which becomes unoccupied in the future until such time as the amount of said Judgment is satisfied;
8. A foreclosure sale of the subject unit as authorized herein shall serve to extinguish all junior liens and encumbrances relative to this property, including, in accord with M.G.L. Chapter 183A, §6(c); and

9. The Defendant shall forthwith remove or cause to be removed any and all dogs from his unit #36 and from the premises of the Oceanview Condominium, 95 Nahant Street, Lynn, MA; and
10. The Defendant be and hereby is enjoined from bringing and/or allowing the keeping of any and all dogs or other animals on the premises of the Oceanview Condominium, 95 Nahant Street, Lynn, MA.

Date: 5/30/19



Nestor, J.
Justice or Associate Justice