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WE, MARK F. HEALEY and KATHERINE A. HEALEY, of Salem, Essex County, Massachusetts,

for consideration paid, and in full consideration of **THREE HUNDRED TWENTY-EIGHT THOUSAND AND XX/100 (\$328,000.00) DOLLARS**

grant to **MICHAEL CIMMINO**, of the Green Dolphin Village Condominium Unit #163C, 70 Cavendish Circle, Salem, Essex County, MA 01923

**with QUITCLAIM COVENANTS**

The unit known as No. C ("Unit") in Building No. 163 ("Building") in Phase V-3 in Green Dolphin Village Condominium ("Condominium") located in Salem, Essex County, Massachusetts and established by the Grantor pursuant to the Massachusetts General Laws, Chapter 183A by Master Deed dated April 2, 1999 and recorded April 6, 1999 with the Essex South District Registry of Deeds in Book 15588, Page 530, ("Master Deed"), as amended of record, which unit is shown on the Floor Plans ("Plans") of the Building recorded simultaneously with said Master Deed or Amendment of Master Deed and on a copy of the portion of said plans attached hereto and made a part hereof, to which is affixed the verified statement of a registered professional engineer, architect or land surveyor in the form required by Section 9 of said Chapter 183A. Said Unit is conveyed together with:

1. An undivided 1.3910 percent interest in the common areas and facilities of the property ("Common Elements") described in said Master Deed or Amendment to Master Deed attributable to the Unit. In the event that (as provided in the Master Deed) subsequent phases or sub phases are added to the Condominium by Amendment to the Master Deed, the undivided interest of the Unit in the Common Elements shall be and become that specified in Schedule D of the Master Deed, as amended.
2. An exclusive right to use such attic, patio, deck or balcony as may be contiguous thereto or as may subsequently be built. Such presently un-built patio or balcony may be built only in those areas referred to as "deck areas for the exclusive use of the adjacent unit" on the plans recorded with the Master Deed, or Amendment thereto, and may not be built without the written approval of the Board of Trustees of the Green Dolphin Village Condominium Trust.
3. An easement for the continuance of all encroachments by the Unit on any adjoining Units or 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 the Unit, after damage or destruction by fire or other casualty, or by reason of any alteration or repair to the Common Elements made by or with the consent of the Board of Trustees.
4. An easement in common with the owners of other Units to use any

pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements located in any part of the other Units or elsewhere on the Property, and serving the Units.

5. An exclusive easement to use for parking that rectangular surface area of the driveway which begins at the exterior surface of the garage door(s) appurtenant to the Unit, for a width of nine (9) feet and having a length of twenty (20) feet.

6. A semi-exclusive right (if applicable) to use the interior stairwell and storage area, adjacent to the Unit, leading from the first floor to the garage.

7. Rights and easements in common with other Unit Owners as described in the Master Deed and Declaration of Easements.

Said 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 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 the Common Elements after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of any alteration or repair to the Common Elements made by or with the consent of the Board of Trustees.

2. An easement in favor of the other Units to use the pipes, wires, ducts, flues, conduits, cables, public utility lines and other Common Elements located in the Unit or elsewhere on the property and serving such other Units.

3. Exclusive rights in favor of the owners of other Units to use designated parking spaces.

4. Exclusive rights in favor of the owners of other Units to use such attic, patio, deck or balcony presently adjacent to their units or subsequently erected adjacent thereto in accordance with the requirements of the Master Deed, as amended.

5. A semi-exclusive right (if applicable) to use the interior stairwell, staircase and storage area adjacent to the unit leading from the first floor to the garage.

6. The provisions of said Chapter 183A, the Master Deed, Declaration of Trust, Declaration of Easements and the plans of the Condominium recorded simultaneously with and as part of the Master Deed, any Amendment of the Master Deed, Declaration of Trust, Declaration of Easements or plans as the same may be amended from time to time by instrument recorded in the Essex South District 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, as well as the Unit Owner's family, servants and visitors, as though such provisions were recited and stipulated at length herein.

The Unit is intended for residential purposes only. No use may be made of the Unit except as a residence for the Owner thereof or permitted lessees and the members of their immediate families, and no Unit or any portion thereof may be used for any other purpose, except as provided in the Master Deed.

Buyer agrees to abide by the limitations concerning resale of the Unit contained in the Condominium Documents of record.

Buyer consents to the Developer's right reserved in the Condominium Master Deed to add additional phases to the condominium in the manner described in the Condominium Documents of record.

Meaning and intending to convey and hereby conveying the same premises conveyed to us by deed of Green Dolphin Development Corp. dated October 20, 2000, recorded with said Registry in Book 15602, Page 42.

WITNESS our hands and seals this  
, 2001.

24<sup>th</sup> day of MAY  
X Mark F. Healey  
Mark F. Healey

X Katherine A. Healey  
Katherine A. Healey

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

MAY 24, 2001

Then personally appeared the above-named **Mark F. Healey** and **Katherine A. Healey** and acknowledged the foregoing instrument to be their free act and deed, before me,

Stephen P. Maio  
Stephen P. Maio  
Notary Public  
My commission expires: 8/5/05

[G:\HOME\LISA\DEEDS\HEALEY.DED]

CANCELLED