

THE GREEN DOLPHIN VILLAGE CONDOMINIUM

UNIT DEED

10/24/00 10:49 inst. 191  
BK 16636 PG 125

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26  
Green Dolphin Development Corp., a Massachusetts corporation having its principal place of business at 290 Eliot Street, Ashland, Massachusetts, ("Grantor") for consideration of \$ 311,480.00

paid grants to Mark F. Healey and Katherine A. Healey

of 70 Cavendish Circle

Salem, MA

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 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,

1450.44

or Amendment thereto, and may not be built without the written approval of the Board of Trustees of the Green Dolphin Village Condominium Trust.

BK 16636 PG 126

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 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 feet (9) and having a length of twenty feet (20');
6. 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;
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 of 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, and 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.

This conveyance does not constitute a conveyance of all or substantially all of the property owned by the Green Dolphin Development Corp., in the Commonwealth of Massachusetts. For corporate authority to execute this deed, see vote recorded in the Essex South District Registry of Deeds, Book 15602, Page 42.

Executed as a sealed instrument this 20 day of October, 2000.

**GREEN DOLPHIN DEVELOPMENT CORP.**

By [Signature]

Richard E. Terrill  
Senior Vice President and Chief Financial Officer

**COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss

October 20, 2000

Then personally appeared the above named Richard E. Terrill, Senior Vice President and Chief Financial Officer of Green Dolphin Development Corp., and acknowledged the foregoing to be the free act and deed of said corporation, before me.

[Signature]  
Notary Public

My commission expires:

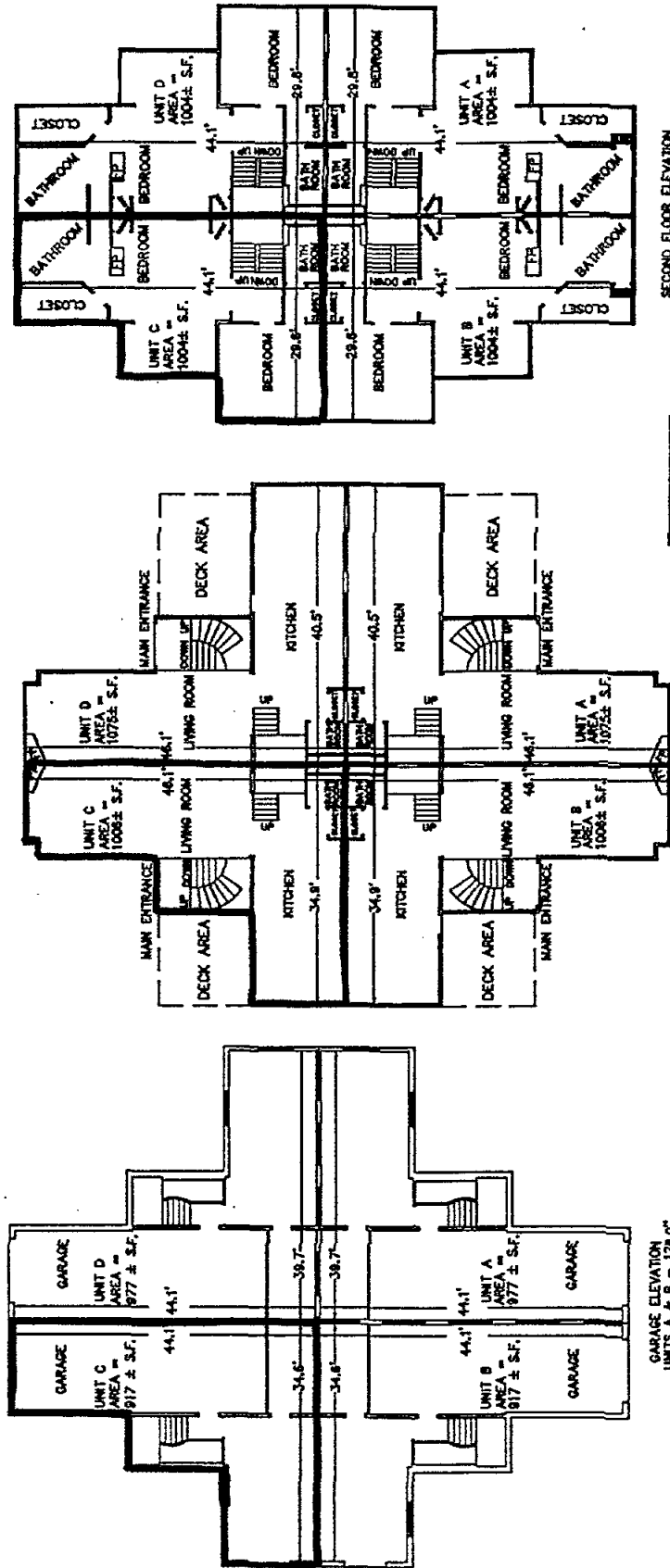
9-20-2002

form/gdunitdeed

**SALEM  
DEEDS REG 10  
ESSEX SOUTH**

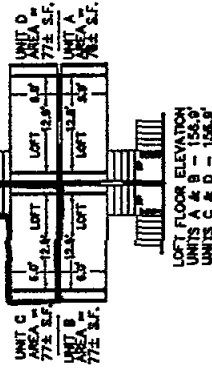
10/24/00 10:47AM 01  
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FEE \$1420.44  
CASH \$1420.44



GARAGE ELEVATION  
UNITS A & B - 120.0"  
UNITS C & D - 130.0"

SECOND FLOOR ELEVATION  
UNITS A & B - 148.4"  
UNITS C & D - 148.4"

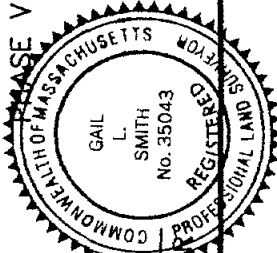


LOFT FLOOR ELEVATION  
UNITS A & B - 158.0"  
UNITS C & D - 158.0"

BASEMENT	FIRST FL.	SECOND FL.	LOFT	TOTAL AREA
UNIT A 977±S.F.	1075±S.F.	1004±S.F.	76±S.F.	3132±S.F.
UNIT B 917±S.F.	1006±S.F.	1004±S.F.	77±S.F.	3004±S.F.
UNIT C 917±S.F.	1006±S.F.	1004±S.F.	77±S.F.	3004±S.F.
UNIT D 977±S.F.	1075±S.F.	1004±S.F.	77±S.F.	3133±S.F.

I CERTIFY THAT THIS PLAN SHOWS UNIT 163 C BEING CONVEYED AND THE IMMEDIATE ADJOINING UNITS AND THAT IT FULLY AND ACCURATELY DEPICTS THE LAYOUT, LOCATION, DIMENSIONS, APPROXIMATE AREA, MAIN ENTRANCE AND THE IMMEDIATE COMMON AREA TO WHICH IT HAS ACCESS AT, AS BUILT.

8/9/00  
DATE



REG. PROFESSIONAL LAND SURVEYOR

GREEN DOLPHIN VILLAGE CONDOMINIUM  
IN  
PART 3 BUILDING 163 UNITS 163A, 163B, 163C, 163D

SALEM

AUGUST 9, 2000  
NORTH SHORE SURVEY CORPORATION  
47 LINDEN STREET, SALEM, MA.