

UNIT DEED

SEA PINES CONDOMINIUM III

35787

CORCORAN, MULLINS, JENNISON, INC., a Massachusetts corporation having its principal place of business in North Quincy, Massachusetts ("Grantor") for consideration of Sixty-Nine Thousand Dollars (\$69,000.) grants to Phillip E. and Ellen K. Leahy * of 56 Brambach Ave., Scarsdale, N. Y. 10583 ("Grantee") with QUITCLAIM COVENANTS, the unit ("Unit") known as Unit D-3 of Sea Pines Condominium III, Sea Pines Drive, Brewster, Barnstable County, Massachusetts, a condominium established by the Grantor pursuant to Massachusetts General Laws, Chapter 183A by Master Deed dated June 17, 1977 and recorded on June 21, 1977 with Barnstable Registry of Deeds at Book 2531, Page 167, as amended ("Master Deed") which Unit is shown on the floor plans filed simultaneously with said Master Deed in Barnstable Deeds and on the copy of the portion of said plans attached hereto and made a part hereof, to which is affixed the verified statement of a registered architect in the form required by Section 9 of said Chapter 183A.

*husband and wife, as joint tenants,

Said Unit is conveyed together with:

1. An undivided 2.7 percent interest in the common areas and facilities of the Property described in said Master Deed ("Common Elements") attributable to the Unit as that undivided interest may change upon amendment to said Master Deed pursuant to Article 12 and Schedule A thereof.

2. An exclusive right to use the parking adjacent to the Unit as shown on the plans filed with the Master Deed, and the right to one additional unassigned parking space on the property. space D-3

3. An exclusive right to use the patio to which there is direct access from the Unit.

4. 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 in which the Unit is located, or which come into existence hereafter as a result of settling or shifting of any building, or as a result of repair or restoration of any building or of the Unit, after damage or destruction by fire or other casualty, or after taking in condemnation or 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.

5. 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 Unit.

Said Unit is conveyed subject to and with the benefit of:

(1) All easements, restrictions and encumbrances set forth in the Master Deed.

(2) 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 any building, or which may come into existence hereafter as a result of settling or shifting of any 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 a taking in condemnation or 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.

(3) An easement in favor of the other Unit Owners 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.

(4) Exclusive rights in favor of the owner of any Unit to use designated Parking Spaces.

(5) Exclusive rights in favor of the owner of any Unit having sole access to a patio directly from the interior of such Unit to use such space.

(6) The provisions of the Master Deed, By-Laws, Land Plan and floor plans of the Condominium recorded simultaneously with and as part of the Master Deed, as the same may be amended from time to time by instrument recorded in Barnstable 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, lessees and visitors, as though such provisions were recited and stipulated at length herein.

The Unit is intended only for residential purposes. No use may be made of the Unit except as a residence for

the Owner thereof or of his permitted lessees and the members of their immediate families.

EXECUTED as a sealed instrument this 29TH day of NOVEMBER, 1979.

CORCORAN, MULLINS, JENNISON, INC.

By [Signature]
Vice President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

NORFOLK ss.

NOV 29 1979

Then personally appeared the above-named GARY A. JENNISON, Vice President and Treasurer of CORCORAN, MULLINS, JENNISON, INC. and acknowledged the foregoing instrument to be the free act and deed of said corporation.

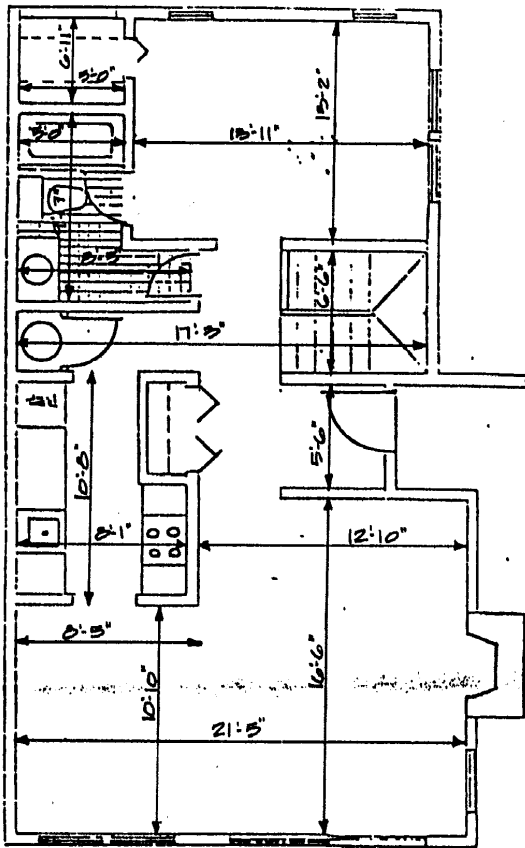
Before me

[Signature]
Notary Public

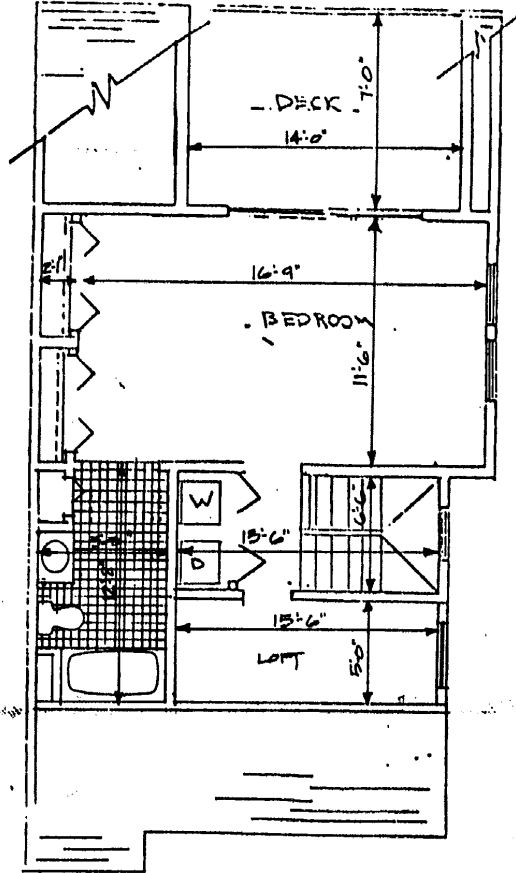
My commission expires: NOV 23, 1984



GARDEN HOUSE RIGHT BAY



FIRST FLOOR



SECOND FLOOR

UNIT DEED

I, Kenneth DeMay, Registered Architect, hereby certify that this plan shows the unit designation of the unit and of immediately adjoining units, if any, and that it fully and accurately depicts the layout of the unit, its approximate dimensions, approximate area, main entrance and immediate common area to which it has access, as built; the location of each unit being shown on the "Master Site Plan of Sea Pines Condominium III" filed with the Master Deed of Sea Pines Condominium III.

Subscribed and sworn to under the penalties of perjury this day of November 29 1979

Kenneth DeMay

 Kenneth DeMay



I, Kenneth DeMay, Registered Architect, certify that this plan conforms to the Plan Regulations of the Registers of Deeds except for Paragraphs 2, 6 and 8.

Kenneth DeMay

 Kenneth DeMay

RECORDED DEC 21 1979