

UNIT DEED

We, **MITCHELL I. GINSBERG and IDA R. GINSBERG**, husband and wife, as Tenants by the Entirety, of 372 Central Park West (Apt. D-9), New York, New York 10025,

for consideration of One hundred twenty-six thousand nine hundred and no/100 Dollars (\$126,900.00) Paid, grant to

**WILFRED F. SAINT and OLWEN SAINT**, husband and wife, as Tenants by the Entirety, of 23 Secor Road, Brookfield, Connecticut 06804,

with QUITCLAIM COVENANTS,

the unit ("Unit") known as Unit H, Building 8 ("Building") of Sea Pines Condominium II, Sea Pines Drive, Brewster, Barnstable County, Massachusetts, a condominium established pursuant to Massachusetts General Laws, Chapter 183A by Master Deed dated August 7, 1974, and recorded with Barnstable County Registry of Deeds at Book 2081, Page 126 ("Master Deed") which Unit is shown on the floor plans of the Building filed simultaneously with said Master Deed in Barnstable Deeds and on the copy of the portion of said plans attached to a prior deed 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.

Said Unit is conveyed together with:

1. An undivided 4.17 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 garage parking space Number 17 as shown on the plans filed with the Master Deed, and the right to use one open parking space within the open parking area shown on the plans filed with the Master Deed.
3. An exclusive right to use (i) the patio and (ii) any immediately adjacent attic or storage areas 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 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 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, cable, conduits, public utility lines and other Common Elements located in any of the other units or elsewhere within the Condominium, and serving the Unit.

Said Unit is conveyed subject to:

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

28 Secor Road  
Brookfield

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 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, attic, or storage space 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.

For our title see a deed from Corcoran, Mullins, Jennison, Inc. dated September 28, 1976, and recorded with Barnstable County Registry of Deeds in Book 2406 Page 275.

Property address: 29 Grove Lane, Brewster, MA

Witness our hands and seals this 4th day of January, 1994.

Mitchell I. Ginsberg  
Mitchell I. Ginsberg

Ida R. Ginsberg  
Ida R. Ginsberg

**CANCELLED**  
DEED REG 01  
BARNSTABLE  
01/05/94

TAX 434.34  
CHCK 434.34

6273A000 14:53  
EXCISE TAX

January 4, 1994

STATE OF NEW YORK

County: New York

Then personally appeared the above-named Mitchell I. Ginsberg and Ida R. Ginsberg and acknowledged the foregoing instrument to be their free act and deed, before me

Martin A. Marilla  
Notary Public  
My commission expires:

**MARTIN A. MARILLA**  
Notary Public, State of New York  
No. 01-5020515  
Qualified in Queens County  
Commission Expires Nov. 22, 1995

**CANCELLED**