

QUITCLAIM DEED

WE, **RONALD A. GUBALA and RUTH M. GUBALA**, both of 551 Spencer Drive, Wyckoff, New Jersey 07481, for and in consideration of **TWO HUNDRED NINETY-FIVE THOUSAND AND NO/100 (\$295,000.00) DOLLARS** paid, grant to **EDWARD T. CAPLAN and GERALDINE CAPLAN**, husband and wife, as Tenants by the Entirety, both of 330 E. 38th, Apt. 36B, New York, New York 10016-2782, with **QUITCLAIM COVENANTS**, the unit ("Unit") known as Unit H in Building 9 ("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, recorded with Barnstable County Registry of Deeds in Book 2081, Page 126 (Master Deed), which Unit is shown on the floor plans of the Building filed with said Master Deed and on the copy of the portion of said plans filed in Barnstable Deeds, Book 2536, Page 7, 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 3.86 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 garaged parking space Number 6 (six) 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 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 the Unit, 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 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 on the Property, 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 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.

DATE 02.15.'02 FRI
 TAX \$672.60
 TOTAL \$672.60
 CHECK \$672.60
 CLERK 1 NO.027467
 TIME 16:48 1111

BARNSTABLE
 COUNTY EXCISE TAX
 REGISTRY OF DEEDS

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 title reference, see deed from Keith A. Marden and Shirley M. Marden, Trustees of The Marden-Brewster Realty Trust, said deed dated September 18, 1998, recorded with Barnstable County Registry of Deeds in Book 11738, Page 321.

Property Address: 39 Grove Lane, Unit H9, Brewster, MA 02631

WITNESS our hands and seals this 15th day of February, 2002.



Ronald A. Gubala




Ruth M. Gubala

COMMONWEALTH OF MASSACHUSETTS

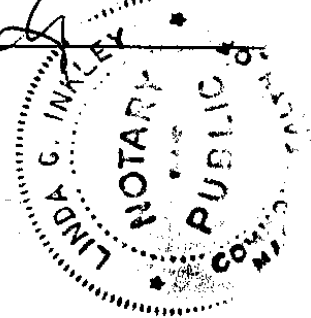
Barnstable, ss.

February 15, 2002

Then personally appeared the above named Ronald A. Gubala and Ruth M. Gubala and acknowledged the foregoing instrument to be their free act and deed, before me,



Notary Public



My commission expires:
April 24, 2002

02/15/02 4:59PM 01
000000 #1217
FEE \$1008.90
CASH \$1008.90

BARNSTABLE REGISTRY OF DEEDS

**RECORDED
BARNSTABLE**