

I, LEO BENARDO, as Executor of the Will of Mildred Kraft, Barnstable Probate Docket No. 03P-1548FE-1, under a power of sale contained in said Will and every other power, of 3777 Independence Avenue, Riverdale, New York 10463

for consideration paid in the amount of **THREE HUNDRED FIFTY TWO THOUSAND AND 00/100 (\$352,000.00) DOLLARS**

grant to **ERIC STUBENHAUS and BARBARA STUBENHAUS**, husband and wife, as tenants by the entirety, both of 8 Enfield Drive, Andover, Massachusetts 01810

WITH QUITCLAIM COVENANTS,

The Unit ("Unit") known as Unit K-9 of Sea Pines Condominium IV, Sea Pines Drive, Brewster, Barnstable County, Massachusetts, a condominium established pursuant to Massachusetts General Laws, Chapter 183A by Master Deed dated June 5, 1978 and recorded on June 7, 1978 with Barnstable County Registry of Deeds at Book 2721, Page 293, as amended ("Master Deed") which Unit is shown on the floor plans filed simultaneously with said Master Deed in Barnstable Deeds, to which is affixed the verified statement of a registered architect in the form required by Section 9 of said Chapter 183A. See also Amendments in Book 2801, Page 202; Book 2882, Page 151.

Said Unit is conveyed together with the rights and easements appertaining thereto, including, without limitation:

1. The undivided 2.6 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 amendments to said Master Deed pursuant to Article 12 and Schedule A thereof.

2. An exclusive right to use the driveway 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.
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 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 his permitted lessees and the members of their immediate families.

For title see deed recorded in Book 2909, Page 076. See also Barnstable Probate of Mildred Kraft Docket No. 03P-1548FE-1.

Property Address: 29 Knoll Lane, Unit K9, Brewster, MA 02631

BARNSTABLE COUNTY EXCISE TAX
 BARNSTABLE COUNTY REGISTRY OF DEEDS
 Date: 03-05-2004 @ 03:59pm
 Ct1#: 2209 Doc#: 16342
 Fee: \$802.56 Cons: \$352,000.00

MASSACHUSETTS STATE EXCISE TAX
 BARNSTABLE COUNTY REGISTRY OF DEEDS
 Date: 03-05-2004 @ 03:59pm
 Ct1#: 2209 Doc#: 16342
 Fee: \$1,203.84 Cons: \$352,000.00

WITNESS our hands and seals this 2nd day of February 2004.

Leo Benardo
LEO BENARDO, Executor

STATE OF NEW YORK

County of Bronx, ss. 2nd of February, 2004

Then personally appeared the above-named LEO BENARDO, Executor, and acknowledged the foregoing instrument to be his free act and deed, before me,

BARNSTABLE REGISTRY OF DEEDS

Fiorella Rosales-Valentin
Notary Public
My Commission Expires:

IORELLA ROSALES-VALENTIN
Notary Public, State of New York
No. 01RO6081459
Qualified in Bronx County
Commission Expires Oct. 07, 2006.