

UNIT DEED

We, **ALAN W. SOMERVILLE and DOROTHY D. SOMERVILLE**, both of 4322 Highland Oaks Circle, Sarasota, Florida 34235,

for consideration of **FOUR HUNDRED TWENTY THOUSAND and no/100 DOLLARS** (\$420,000.00) Paid,

grant to,

JEFFREY L. KURTZ and RACHEL M. SIDEMAN-KURTZ, husband and wife, as Tenants by the Entirety, both of 69 Plain Road, Wayland, Massachusetts 01778,

with *QUITCLAIM COVENANTS*,

The unit ("Unit") known as UNIT O-5 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 in 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 and on the copy of the portion of said plans attached to a prior deed to which is affixed the verified statement of a registered architect in the form required by Section 9 of said Chapter 183A. *Unit O-5 was created*

By the fifth amendment to MASTER DEED in Book 3010
Said Unit is conveyed together with:

1. An undivided 2.2 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 has changed or may change upon amendment to said Master Deed pursuant to Article 12 and Schedule A thereof.
2. An exclusive right to use the parking space adjacent to the Unit as shown on plans filed with the Master Deed, and the right to one additional unassigned parking space on the property, *SPACE O-5*
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 may come into existence hereafter as a result of settling or shifting of the 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.

Page 329, Plan Book 337, Page 94

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:

- (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 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) All easements 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, balcony, 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 title see deed to the grantors dated July 31, 1997 and recorded with the Barnstable County Registry of Deeds in Book 10916, Page 176.

Property address: 15 Overlook Lane, Brewster, MA 02631, Unit 0-5

WITNESS our hands and seals this 8th day of December, 2003.

Alan W. Somerville
ALAN W. SOMERVILLE

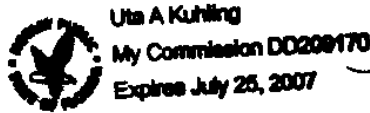
Dorothy D. Somerville
DOROTHY D. SOMERVILLE

STATE OF FLORIDA

County: Sarasota

December 8th, 2003

Then personally appeared the above-named ALAN W. SOMERVILLE and DOROTHY D. SOMERVILLE and acknowledged the foregoing instrument to be their free act and deed, before me,



Uta A. Kuhling
Notary Public
My commission expires:
July 25, 2007

BARNSTABLE REGISTRY OF DEEDS

DATE 12.15.03	MON	FEE	\$1436.40
TAX	\$957.60	CASH	\$1436.40
TOTAL	\$957.60		
CHECK	\$957.60		
CLERK 1	NO. 045362		
TIME 12:44	1111		

BARNSTABLE COUNTY
 REGISTRY OF DEEDS
 COUNTY EXPIRES
 REGISTERED DEEDS
 # 01
 BARNSTABLE
 12/15/03 1:22PM 01
 000000 #9614

CANCELLED