

79360

UNIT DEEDSEA PINES CONDOMINIUM III

WE, PAUL WOOLLACOTT and ELIZABETH C. WOOLLACOTT, husband and wife as tenants by the entirety, both of 28 Brick Mill Road, Bedford, New Hampshire 03102 (formerly of 121 Ryefield Road, Fitchburg, Massachusetts 01420),

in and for consideration paid of TWO HUNDRED TEN THOUSAND AND NO/100 (\$210,000.00) DOLLARS,

grant to ROBERT MACOMBER and VIRGINIA MACOMBER, husband and wife as tenants by the entirety, whose mailing address and residential address both are 29 Wyndmere Road, Milton, Massachusetts 02186,

with QUITCLAIM COVENANTS, the unit ("Unit") known as Unit F-4 of Sea Pines Condominium III, Sea Pines Drive, Brewster, Barnstable County, Massachusetts, a condominium established pursuant to Massachusetts General Laws, Chapter 183A by Master Deed dated June 17, 1977 and recorded on June 21, 1977 with Barnstable County 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 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 2.5 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 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 settling 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.

Subject to the restriction that not 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.

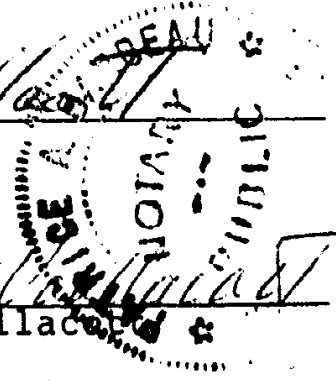
For title see a deed dated August 16, 1978, from Corcoran, Mullins, Jennison, Inc. to Paul Woollacott et ux, which deed is

recorded with Barnstable County Registry of Deeds in Book 2774, Page 049.

Executed as a sealed instrument this 17 day of October, 1986.

Paul Woollacott
Paul Woollacott

Elizabeth C. Woollacott
Elizabeth C. Woollacott



STATE OF NEW HAMPSHIRE

Hillsborough County, ss

On this 17 day of October, 1986, then personally appeared the above named Paul Woollacott and Elizabeth C. Woollacott and severally acknowledged the foregoing instrument to be their free act and deed, before me,

RECORDED OCT 31 86

Patrice A. Barbeau
Notary Public
My Commission Expires: 7/10/90

CANCELLED