

UNIT DEED

24153

SEA PINES CONDOMINIUM II

CORCORAN, MULLINS, JENNISON, INC., a Massachusetts corporation having its principal place of business in Quincy, Massachusetts ("Grantor") for consideration of \$40,500.00 paid, grants to ZENON HALAMAY and ALICE HALAMAY, husband and wife, as joint tenants with right of survivorship, of 38 Waterbury Parkway, Peekskill, New York 10566 ("Grantee"), with QUITCLAIM COVENANTS, the unit ("Unit") known as Unit B in Building 9 ("Building") of Sea Pines Condominium II, Sea Pines Drive, Brewster, Barnstable County, Massachusetts, a condominium established by the Grantor pursuant to Massachusetts General Laws, Chapter 183A by Master Deed dated August 7, 1974 and recorded with Barnstable 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 hereto 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 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 11 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 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 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 Manager.

(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.

EXECUTED as a sealed instrument this 6th day of November, 1975.

CORCORAN, MULLINS, JENNISON, INC.

By A. Jeffrey Dando  
A. Jeffrey Dando, Clerk

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

November 6, 1975

Then personally appeared the above-named A. JEFFREY DANDO, Clerk, and acknowledged the foregoing instrument to be his free act and deed,

before me,

Teresa A. Hennessy

My commission expires: October 9, 1981



BARNSTABLE 058030

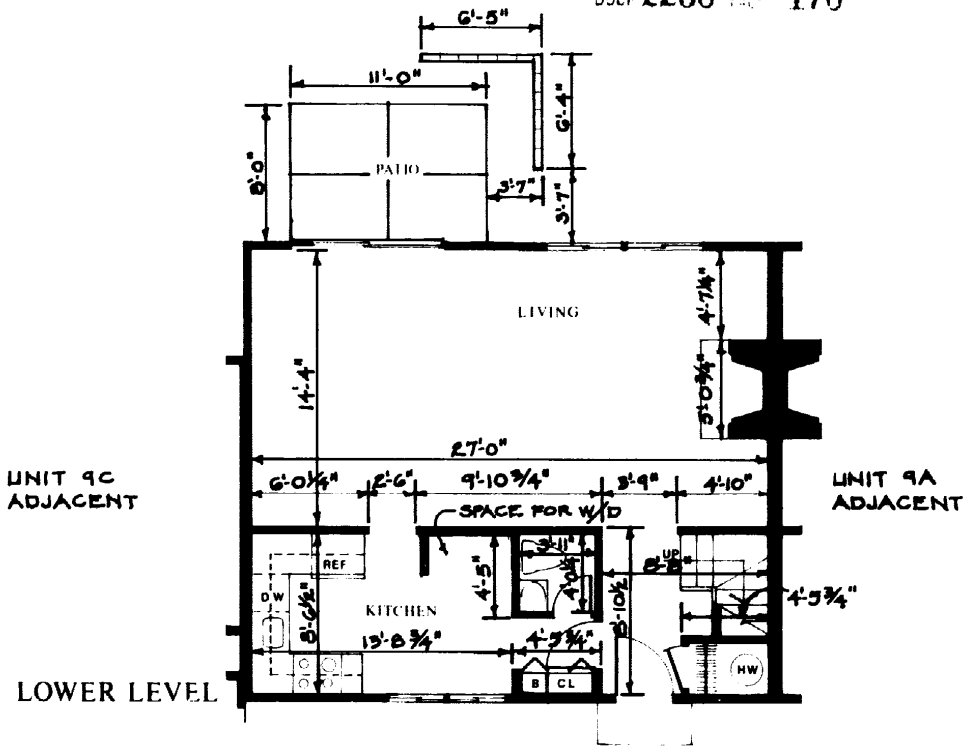
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**FEES & EXCISE**

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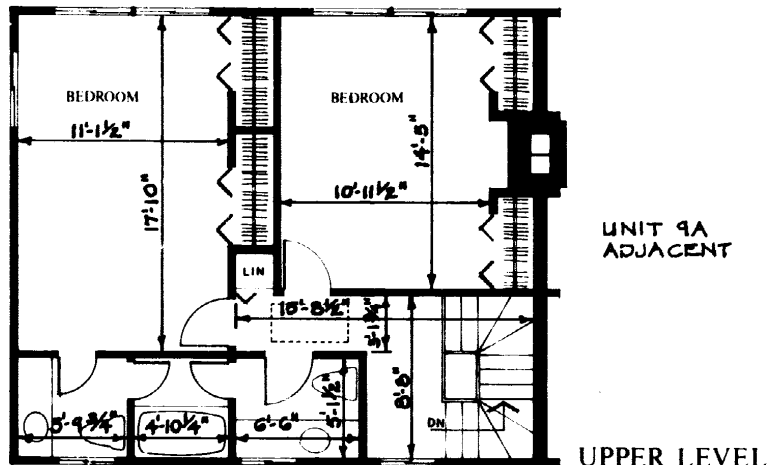
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**CANCELLED**

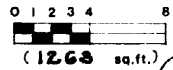


LOWER LEVEL



UPPER LEVEL

# UNIT 9 B



*Francis B. Selbow*

**CERTIFICATE FOR MASTER DEED**

I, Francis B. Selbow, Registered Architect, hereby certify that the plans annexed hereto show building number and unit designation, unit number of immediately adjoining units, or that there is none, fully and accurately depict the layout of each unit, approximate dimensions and area, and show the entrances and immediately common areas to which each unit has access as built at Sea Pines Condominium 2 off Route 6A, Brewster, Massachusetts, the location of each building number and unit number within a building being shown on a plan entitled "Sea Pines Condominium II, Brewster, Massachusetts, Owner: Corcoran, Mullins, Jenison, Inc., 500 Granite Avenue, Milton, Mass. Engineer: H.W. Moore Associates, Inc., 112 Shawmut Avenue, Boston, Mass. Scale: 1"=40'. Date: July 29, 1974", filed concurrently with these plans.

**Notes:**

1. All square foot area designations shown on plans do not include patios, attics, or exterior fireplace chimneys.
2. All dimensions shown on plans are to inside faces of wall construction and from top of sub-floor to face of ceiling construction.

Subscribed and sworn to under the penalties of perjury:

## SEA PINES CONDOMINIUM 2

RECORDED NOV 10 75