

(1)

AMENDMENT OF MASTER DEED OF
SEA PINES CONDOMINIUM II

Reference is hereby made to the Master Deed of SEA PINES CONDOMINIUM II dated August 7, 1974 and recorded with Barnstable County Registry of Deeds on August 8, 1974 in Book 2031, page 126.

Reference is further made to Paragraph 1 of said Master Deed which refers to the retained rights of CORCORAN, MULLINS, JENNISON, INC., a Massachusetts corporation now having its principal place of business at 1776 Heritage Drive, Quincy, Massachusetts ("Sponsor") to use, develop and remove from the Condominium by amendment certain portions of the land described in said Master Deed which were specifically excluded from "common areas and facilities" and were shown on a plan entitled "Plan of Sea Pines Condominium II, Brewster, Mass., prepared by H. W. Moore Associates, Inc., 112 Shawmut Avenue, Boston Mass., dated July 29, 1974" which plan was recorded with Barnstable Deeds in Plan Book 286, page 91.

Reference is further made to Paragraph 12 of said Master Deed which provides for amendments to said Master Deed by two-thirds vote, and to Paragraph 1(f)(11) of said Master Deed granting Sponsor a power of attorney, coupled with an interest for all Unit Owners, to amend the said Master Deed and execute any documents appropriate to remove any such portion of the land

from the Condominium.

Pursuant to the said powers reserved by the Sponsor in Paragraph 1 of the Master Deed and the power of attorney granted by all Unit Owners pursuant to said Paragraph 1(f)(iii), and in accordance with the provisions of said Paragraph 12 of said Master Deed, the undersigned CORCORAN, MULLINS, JENNISON, INC. and all Unit Owners in Sea Pines Condominium II, pursuant to their powers of attorney set forth in the Master Deed, hereby AMEND said Master Deed and REMOVE from said Condominium and the provisions of Chapter 183A that portion of the parcel of real estate described in the said Master Deed and shown on a plan entitled "Plan of Sea Pines - Brewster Mass" dated February 7, 1977 by H. W. Moore Associates, Consulting Engineers, and more particularly bounded and described on the attached Exhibit A.

It being the express intention hereof that fee simple title to the above-described premises shall vest solely in Sponsor, subject only to the following:

(a) Easement over Sea Pines Drive as shown on said plan for the benefit of Unit Owners of Sea Pines Condominiums I and II and all persons entitled of record thereto, subject always to the obligation of Sea Pines Condominiums I and II to pay their proportionate share of the maintenance of Sea Pines Drive as more specifically provided in the By-Laws of said Sea Pines Condominiums, recorded with said Deeds in Book 1948, page 068, and Book 7081, page 150.

(b) Utility easements within said Sea Pines Drive and elsewhere, created by instruments recorded with Barnstable Deeds Book 1922, page 1 and Book 2029, page 323.

(c) The Right and easement, created and reserved hereby and in said Master Deed, of all Unit Owners of Sea Pines Condominiums I and II to access to and use of the recreational facilities (including the easternmost 700 feet of the beach) within said parcel, subject always to the obligations of such Condominiums to pay their proportionate share of maintenance expenses as more specifically set forth in their By-Laws.

(d) The Right and easement, created and reserved hereby and in said Master Deed, of the Faculty, staff and enrolled students of the Friendship School, Joseph E. Corcoran, Joseph R. Mullins, Gary A. Jennison, their immediate families and not more than four (4) guests of each at any given time, and rights and easements of Russell L. Walp, Esther S. Walp and any other persons holding similar rights of record, to pass and repass over Sea Pines Drive and the easement shown on the aforesaid plan for the purposes of access to and exclusive use of the westernmost 400 feet of beach.

(e) Easement for the benefit of Unit Owners in the Condominium and in Sea Pines Condominium I, and Sponsor's successors and assigns, prohibiting any construction on any open space between structures in the subject land, as and after the same may be finally developed.

As provided in the Master Deed and expressly affirmed hereby, Sponsor and its successors in title shall have the express right and power to (i) do all acts reasonably required to develop and improve the land removed from the Condominium hereby; (ii) engage in all activities necessary or appropriate thereto, including without limitation the use of Sea Pines Drive for access and egress of construction machinery, equipment and personnel, maintenance of a sales office in a place designated by Sponsor which does not unreasonably interfere with Unit Owner's use and enjoyment of the premises; (iii) pass and repass over Sea Pines Drive by foot and vehicles from such land to Route 6A and to the Beach; (iv) use the recreational facilities of the Condominium under the same rules and regulations and subject to an obligation to contribute proportionately to the operating expenses thereof; and (v) use all necessary easements in Sea Pines Drive for the construction and maintenance of utility lines and services to such removed land.

Except as herein amended, said Master Deed is hereby ratified and in full force and effect according to its terms.

IN WITNESS WHEREOF, the Sponsor has caused this Amendment of Master Deed to be executed by its duly authorized officer and its corporate seal to be hereunto affixed this 11th day of

March, 1977.

CORCORAN, MULLINS, JENNISON, INC.,
for itself and all Unit Owners

By

Ray H. Jennison
its Vice President

COMMONWEALTH OF MASSACHUSETTS

Suffolk ss.

March 11, 1977

Then personally appeared the above-named

Cary A. Jarvis, Vice President

the

of CORCORAN, MULLINS, JENNISON,

Inc., and acknowledged the foregoing instrument to be the free
act and deed of said corporation in the aforesaid capacities,

Before me,

A. Tully Danko

Notary Public

My commission expires: 12/22/78

BOOK 2488 PAGE 006

Description of Sea Pines III and IV

A certain parcel of land comprising approximately 24.83 acres on the north side of Route 6-A in Brewster, Barnstable County, Massachusetts, bounded and described as follows:

SOUTHERLY by said Route 6-A, 110.54 ft.;

WESTERLY by land now or formerly of Sea Pines School, 448 ft.;

NORTHERLY by Sea Pines Condominium I, 61.52 ft.;

WESTERLY and SOUTHWESTERLY by land of said Sea Pines Condominium I along a curve with a radius of 380.00 ft., length 368.34 ft.;

SOUTHWESTERLY again by land of said Sea Pines Condominium I 231.30 ft.;

SOUTHERLY again by said land of Sea Pines Condominium I, 177.58 ft.;

SOUTHWESTERLY by Sea Pines Cemetery, 255.08 ft.;

SOUTHERLY by said Sea Pines Cemetery, 118.13 ft.;

SOUTHWESTERLY by other land now or formerly of said Sea Pines School, 254.00 ft.;

SOUTHERLY again by land now or formerly of said Sea Pines School, 343.00 ft.;

WESTERLY by land now or formerly of Worley, Krapohl, Romich and Porter, 381.79 ft.;

NORTHERLY by land now or formerly of Esther L. Steffens, 299.79 ft.;

WESTERLY by said Steffens land, 518.56 ft.;

SOUTHERLY by said Steffens land, 299.89 ft.;

WESTERLY by land of owners unknown, 107.00 ft.;

NORTHERLY by the waters of Cape Cod Bay, 1,100 ft., more or less;

EASTERLY by land now or formerly of numerous owners, and by Water Street, 1248.52 ft.;

SOUTHERLY by Sea Pines Condominium II, 100 ft.;

WESTERLY by said Sea Pines Condominium II land, 16.72 ft.;

SOUTHERLY again by said Sea Pines Condominium II, 97.01 ft.;

EASTERLY by said Sea Pines Condominium II land, 88.00 ft.;

SOUTHEASTERLY 33.00 ft.;

SOUTHEASTERLY 50.00 ft.;

SOUTHERLY 120.44 ft.; and

SOUTHEASTERLY 72.74 ft., all by land of said Sea Pines Condominium II;

EASTERLY by land of said Sea Pines Condominium II along a curve with a radius of 171.21 ft., a length of 97.73 ft.;

NORTHEASTERLY by land of said Sea Pines Condominium II, 190.93 ft.;

NORTHEASTERLY again by land of said Sea Pines Condominium II, 335.23 ft.;

NORTHEASTERLY and EASTERLY along a curve with a radius of 413.00 ft., length 399.82 ft. by land of said Sea Pines Condominium II;

NORTHERLY 5.48 ft. by said Sea Pines Condominium II; and

EASTERLY 400.90 ft. by land now or formerly of Robert E. Ellis.

EXCEPTING and RESERVING from such parcel an undivided 24/158 interest in the easterly 700 feet of Beach and the recreational facilities (consisting of two tennis courts) situated therein, it being the intention of Sponsor that Sea Pines Condominium II retain, together with and subject to the rights and easements of all others entitled thereto, an ownership interest in said Beach and recreational facilities roughly equivalent to its ultimate proportion of the entire Sea Pines development, without in any

way limiting or negating the obligation of said Sea Pines Condominium II and the Unit Owners thereof to pay its and their proportionate share of all expenses of ownership, management, operation and maintenance of such facilities, all as more particularly set forth in the Master Deed.

RECORDED APR 1 1977