

QUITCLAIM DEED

MARNA E. BATE of 31 Friendship Lane, Brewster, Massachusetts, in consideration of Three Hundred Thirty-Four Hundred Thousand, Nine Hundred and 00/100 (\$334,900.00) Dollars, paid, grants to Samuel G. Billings and Barbara L. Billings of 15 Gloucester Lane, West Hartford, Connecticut WITH QUITCLAIM COVENANTS, as Tenants by the Entirety, the land, together with the buildings thereon, in Brewster, Barnstable County, Massachusetts, bounded and described as follows:

Unit No. F-14, of Sea Pines Condominium, III, (the "Condominium"), with an address of 31 Friendship Lane, Brewster, Barnstable County, MA 02669, a condominium established by Corcoran, Mullins, Jennison, Inc., a Massachusetts corporation having its principal place of business in Quincy Massachusetts, pursuant to Chapter 183A of the Massachusetts General Laws (the "Act") by Master Deed dated June 17, 1977, and recorded with Barnstable Registry of Deeds at Book 2531, Page 167, (the "Master Deed"), which Unit is shown on the floor plans filed simultaneously with said Master Deed in Barnstable Deeds and on the copy of a portion of said plans attached to the deed from said Corcoran, Mullins, Jennison, Inc., to Howard H. Chauncey et ux recorded at Barnstable Deeds, Book 2583, Page 156, attached thereto and made a part thereof and to which is affixed the verified statement of a registered architect in the form required by Section 9 of said Chapter 183A.

The land comprising the condominium is shown as LOT #3 on a plan entitled "Plan of Sea Pines Brewster, Mass." dated 2/7/77 and recorded with Barnstable County Registry of Deeds in Plan Book 311, Page 27, to which reference is made for a more complete description.

Said Unit is conveyed together with:

1. An undivided 1.5 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 1 and Schedule A thereof.
2. An exclusive right to use the driveway adjacent to the Unit as shown on plans filed with the Master Deed, and the right to use 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 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

31 Friendship Lane

of Managers. This instrument relates to a condominium and is subject to the provisions of Chapter 183A of the General Laws.

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.

6. The following rights and easements in common with other Unit Owners, all as described in the Master Deed: common driveway easement; common utility easement; rights to use the recreational facilities and easternmost 700' of Beach, as more specifically described and limited in the By-Laws recorded with the Master Deed and also in the Master Deed of Sea Pines Condominium II recorded with Barnstable Registry of Deeds in Book 2081, Page 126.

Said Unit is conveyed subject to and with the benefit of:

1. Grants of Utility Easements by Corcoran, Mullins Jennison, Inc. recorded in the Barnstable County Registry of Deeds in Book 1922, Page 1, and Book 2029, Page 323 which are incorporated herein by reference.
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 proceeding, 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 units 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, and floor plans of the Condominium recorded simultaneously with and as a 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 Owners thereof or of their permitted lessees and the members of their immediate families.

This instrument relates to a condominium and is subject to the provisions of Chapter 183A of the General Laws.

For my title see Deed recorded at Barnstable County Registry of Deeds, Book 14094, Page 245.

Property address: Unit F-14, 31 Friendship Lane, Brewster, MA 02631

Witness my hand and seal this 4th day of November, 2003,

Marna E. Bate

Marna E. Bate

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

November 4, 2003

Then personally appeared the above named Marna E. Bate and acknowledged the foregoing instrument to be her free act and deed, before me.

Mark V. Gaudin
Notary Public

My commission expires: *5/21/2004*

TAX \$763.80
TOTAL \$763.80
CHECK \$763.80
CLERK 1 NO. 044325
TIME 16:51 1111

DATE 11.04.03 TUE

CANCELLED
BARNSTABLE COUNTY REGISTRY OF DEEDS
COUNTY EXCISE TAX
REG DEEDS 01
REC 11/04/03
BARNSTABLE

11/04/03 5:27PM 01
000000 #8553
FEE \$1145.70
CASH \$1145.70