

**QUITCLAIM DEED**

**WE, ARTHUR J. O'CONNELL and ELIZABETH T. O'CONNELL** by **ANNE O'CONNELL**, as **Attorney-In-Fact under Durable Power of Attorney for Arthur J. O'Connell dated February 9, 2009 recorded herewith and Durable Power of Attorney for Elizabeth T. O'Connell dated February 13, 2009 recorded herewith**, with a mailing address of 18439 SE Wood Haven Lane, Tequesta, FL 33469

for consideration paid in the amount of **THREE HUNDRED THOUSAND AND 00/100 (\$300,000.00) DOLLARS**

grant to **JANE MCQUEENEY**, Individually, with a mailing address of 85 Brookdale Road, Sudbury, MA 01776

*WITH QUITCLAIM COVENANTS,*

The Unit ("Unit") known as Unit B in Building 6 ("Building"), of Sea Pines Condominium II (the "Condominium"), Sea Pines Drive, Brewster, MA 02631, a condominium established pursuant to Massachusetts General Laws, Chapter 183A by Master Deed dated August 7, 1974 and recorded with Barnstable County Registry of Deeds at Book 2081, Page 126, as amended ("Master Deed").

The Unit conveyed is laid out as shown on the floor plans of the Building filed simultaneously with said Master Deed or an amendment thereto in Barnstable Deeds and on the copy of the portion of said floor plans attached to the Unit Deed of the prior grantor 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; and
2. An exclusive right to use the garaged Parking Spaces marked with a "2" 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 immediate 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, 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 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 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, 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 with the Barnstable County Registry of 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. The land comprising the condominium is shown on a plan of land recorded with said Registry in Plan Book 286, Pages 91-95.

Said premises are conveyed together with the benefit of and subject to all rights, privileges, easements, reservations and restrictions of record insofar as the same are now in force and applicable.

For title see Book 8869, Page 153.

**Property Address: 24 Grove Lane, #6, Brewster, MA 02631**

WITNESS my hand and seal this 22nd day of July, 2009.

MASSACHUSETTS STATE EXCISE TAX  
BARNSTABLE COUNTY REGISTRY OF DEEDS  
Date: 07-24-2009 @ 02:17pm  
Ct1#: 1150 Doc#: 43091  
Fee: \$1,026.00 Cons: \$300,000.00

ARTHUR J. O'CONNELL,

By: *Anne E O'Connell*  
ANNE O'CONNELL,  
Attorney-In-Fact

BARNSTABLE COUNTY EXCISE TAX  
BARNSTABLE COUNTY REGISTRY OF DEEDS  
Date: 07-24-2009 @ 02:17pm  
Ct1#: 1150 Doc#: 43091  
Fee: \$810.00 Cons: \$300,000.00

ELIZABETH T. O'CONNELL,

By: *Anne E O'Connell*  
ANNE O'CONNELL,  
Attorney-In-Fact

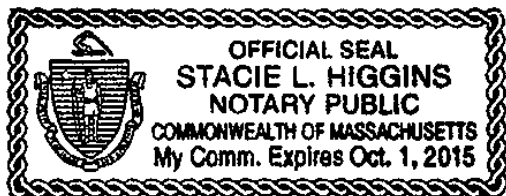
COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss:

July 22, 2009

On the above written date, before me, the undersigned notary public, personally appeared ANNE O'CONNELL, as Attorney-In-Fact for both ARTHUR J. O'CONNELL and ELIZABETH T. O'CONNELL, who proved to me through satisfactory evidence of identification, which was MASS Invoic lic., to be the person(s) whose name(s) are signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

*[Signature]*  
Notary Public  
My commission expires:



I, ANNE O'CONNELL, hereby certify that I am the attorney-in-fact named in a certain Durable Power of Attorney dated February 9, 2009 and executed by the principal, ARTHUR J. O'CONNELL, of 18439 SE Wood Haven Lane, Tequesta, FL 33469 and recorded herewith;

That, at the time of conveyance of the premises described in a Deed recorded herewith and the doing of all acts which the undersigned is authorized to do pursuant to said Durable Power of Attorney, ARTHUR J. O'CONNELL was alive at the time of execution of said Deed to Jane McQueeney dated July 22, 2009, for the real estate located at 24 Grove Lane, #6, Brewster, MA 02631;

That, said Durable Power of Attorney remained in full force and effect and had not been revoked nor terminated pursuant to its own terms at the time of the execution of said Deed.

Signed under the penalties of perjury this 22<sup>nd</sup> day of July, 2009.

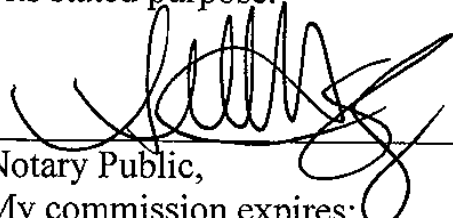
  
ANNE O'CONNELL

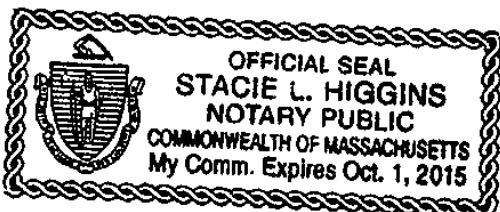
COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss:

July 22, 2009

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Notary Public,  
My commission expires:




AFFIDAVIT

I, ANNE O'CONNELL, hereby certify that I am the attorney-in-fact named in a certain Durable Power of Attorney dated February 13, 2009 and executed by the principal, ELIZABETH T. O'CONNELL, of 18439 SE Wood Haven Lane, Tequesta, FL 33469 and recorded herewith;

That, at the time of conveyance of the premises described in a Deed recorded herewith and the doing of all acts which the undersigned is authorized to do pursuant to said Durable Power of Attorney, ELIZABETH T. O'CONNELL was alive at the time of execution of said Deed to Jane McQueeney dated July 22, 2009, for the real estate located at 24 Grove Lane, #6, Brewster, MA 02631;

That, said Durable Power of Attorney remained in full force and effect and had not been revoked nor terminated pursuant to its own terms at the time of the execution of said Deed.

Signed under the penalties of perjury this 22<sup>nd</sup> day of July, 2009.

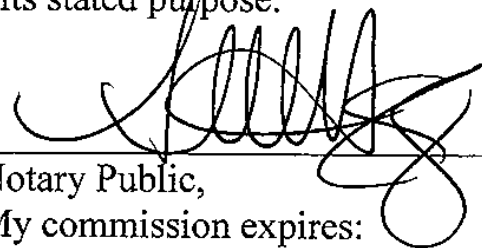
  
ANNE O'CONNELL

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss:

July 22, 2009

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\_\_\_\_\_  
Notary Public,  
My commission expires:

