

Quitclaim Deed

We, **EDWARD T. CAPLAN** and **GERALDINE CAPLAN**, husband and wife, as tenants by the entirety of 199 Blueberry Pond Drive, Brewster, MA 02631 in consideration of **THREE HUNDRED THIRTY FIVE THOUSAND and 00/100 (\$335,000.00) DOLLARS** paid grant to **PAUL L. BUONFIGLIO, III** and **STACEY A. BUONFIGLIO**, husband and wife, as tenants by the entirety, of 39 Grove Lane, Unit 9H, Building 9, Brewster, MA 02631

with **QUITCLAIM COVENANTS**

The unit ("Unit") known as UNIT 9H in Building 9 ("Building") of Sea Pines Condominiums II, Sea Pines Drive, Brewster, Barnstable County, Massachusetts, a condominium established pursuant to Massachusetts General Laws, Chapter 183A by Master Deed dated August 7, 1974, recorded with Barnstable County Registry of Deeds in Book 2081, Page 126 ("Master Deed"), as amended of record, which Unit is shown on the floor plans of the Building filed with said Master Deed and on the copy of the portion of said plans filed with the First Unit Deed, to which is affixed the verified statement of a registered architect in the form required by Section 9 of said Unit Chapter 183A.

Said Unit is conveyed together with:

- 1.) An undivided percentage interest in the common areas and facilities of the Property as described in said Master Deed (the "Common Elements") attributable to the Unit as that undivided interest has changed or 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 6 (six) 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 or 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 as a result of repair or restoration of the Building or of the Unit, after damage or destruction by fire or other

39 Grove Lane Unit 9H Brewster, MA 02631

casualty, or after taking in condemnation or eminent domain proceedings, or by reason of any 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 in 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 or the Unit, now existing as a result of the 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 a 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.
- 3.) All easements 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 a part of the Master Deed as the same may be amended from time to time by instrument recorded in 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 interest or estate in the unit, his family, servants, lessees and visitors, as though such provisions were recited and stipulated and 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 his permitted lessees and members of their immediate families.

Grantors, **EDWARD T. CAPLAND and GERALDINE CAPLAN**, hereby waive and release any and all homestead rights in the premises and further state that there are no other persons entitled to rights of homestead in the premises.

Property Address: 39 Grove Lane, Unit 9H, Building 9, Brewster, MA 02631

Meaning and intending to convey the same premises conveyed to the Grantors herein by deed dated February 15, 2002 and recorded with Barnstable County Registry of Deeds Book 14830, Page 58.

WITNESS our hands and seals this 27th day of February, 2016


EDWARD T. CAPLAN


GERALDINE CAPLAN

COMMONWEALTH OF MASSACHUSETTS

Barnstable County: ss

February 27, 2016

On this 27th day of February, 2016, before me, the undersigned notary public, personally appeared EDWARD T. CAPLAN and GERALDINE CAPLAN, proved to me through satisfactory evidence of identification which were current MA licenses, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purposes.


Marion R. Hobbs, Notary Public

My commission expires: May 18, 2018

