

FORM F
COVENANT

Town of Wareham, Massachusetts

KNOW ALL MEN by these presents that the undersigned has submitted an application dated 10/7/21, to the Wareham Planning Board for approval of a Definitive Plan of a subdivision of land entitled Definitive Subdivision Plan of Land - David Andrade plan by: Field Engineering Co., Inc., dated: 10/7/21 revised: _____

and owned by: Kenneth A. Deluze Sr., Mark V. Voner & David Andrade
address: PO Box 255, Onset, MA 02558
land located: at 69 Great Neck Road, Map 41, Lot 1019
and showing: 6 proposed residential lots and 0 open space lots. The undersigned has requested the Planning Board to approve such plan without requiring a performance bond.

IN CONSIDERATION of said Planning Board of Wareham in the County of Plymouth approving said plan without requiring a performance bond, the undersigned hereby covenants and agrees with the Inhabitants of the Town of Wareham as follows:

1. That the undersigned is the owner in a fee simple absolute of all the land included in the subdivision and that there are no mortgages of record or otherwise of any of the land.
2. That the undersigned will not sell or convey any lot in the subdivision or erect or place any permanent building on any lot until the construction of ways and installation of municipal services necessary to adequately serve such lot has been completed in accordance with the covenants, conditions, agreements, terms and provisions as specified in the following:
 - a. The Application for Approval of Definitive Plan (Form C).
 - b. The Subdivision Control Law and the Planning Board's Rules and Regulations governing this subdivision.
 - c. The Certificate of Approval and the conditions of approval specified herein, issued by the Planning Board, dated _____.
 - d. The Definitive Plan as approved and as qualified by the Certificate of Approval.
 - e. Other document(s) specifying construction to be completed, namely:

3. This covenant shall be binding upon the executors, administrators, devisees, heirs, successors and assigns of the undersigned and shall operate as restrictions upon the land.
4. That particular lots within the subdivision shall be released from the foregoing by the Planning Board and enumerating the specific lots to be released.
5. That nothing herein shall be deemed to prohibit a conveyance by a single deed subject to this covenant, of either the entire parcel of land shown on the subdivision plan or of all lots not previously released by the Planning Board.
6. That the undersigned agrees to record this covenant with the Plymouth County Registry of Deeds forthwith, or to pay the necessary recording fee to the said Planning Board in the event the Planning Board shall record this agreement. Reference to this covenant shall be entered upon the Definitive Subdivision Plan as approved.
7. A deed of any part of the subdivision in violation of the covenant shall be voidable by the grantee prior to the release of the covenant, but not late than three (3) years from the date of such deed as provided in Section 81-U, Chapter 41, M.G.L.
8. That this covenant shall be executed before endorsement of approval of the Definitive Plan by the Planning Board and shall take effect upon the endorsement of the approval.
9. Upon final completion of the construction of ways and installation of municipal services as specified herein, on or before _____ the Planning Board shall release this covenant by an appropriate instrument, duly acknowledged. Failure to complete construction and installation within the time specified herein or such later date as may be specified by vote of the Planning Board with a written occurrence of the applicant shall result in automatic rescission of the approval of the plan. Upon performance of this covenant with respect to any lot, the Planning Board may release such lot from this covenant by an appropriate instrument duly recorded.
10. Nothing herein shall prohibit the applicant from varying the method of securing the construction of ways and installation of municipal services from time to time or from securing by one, or in part by one and in part by another, of the methods described in M.G.L. Chapter 41, Section 81-U, as long as such security is sufficient in the opinion of the Planning Board to secure performance of the construction and installation.

For title to the property, see deeds recorded in Plymouth County Registry of Deeds, Book 55547, Page 162, or registered in _____ Land Registry as Document No. _____, and noted on Certificate of Title No. _____ in Registration Book _____, Page _____.

The present holder of a mortgage upon the property is _____ of _____. The mortgage is dated _____ and recorded in _____ Land Registry as Document No. _____ and noted on Certificate of Title No. _____ in Registration Book _____, Page _____. The mortgagee agrees to hold the mortgage subject to the covenants set forth above and agrees that the

covenants shall have the same status, force and effect as though executed and recorded before the taking of the mortgage and further agrees that the mortgage shall be subordinate to the above covenant.

_____ spouse of the undersigned applicant hereby agrees that such interest as I, we, may have in the premises shall be subject to the provisions of this covenant and insofar as is necessary releases all rights of tenancy by the dower or homestead and other interests therein.

IN WITNES WHEREOF we have hereunto set our hands and seals this _____ of _____, 20_____.

OWNER:

By: _____

Acceptance by a Majority of the Planning Board of Wareham

One Acknowledgement must be completed for each of the following:

- Planning Board representative
- Owner or owners
- Spouse of the owner
- Mortgagee

COMMONWEALTH OF MASSACHUSETTS

On this ____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was a Massachusetts Driver's License to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose.

Signature of the Notary Public
Name: _____
My commission expires: _____