

## SUBDIVISION COVENANT

Town of Wareham, Massachusetts

The undersigned, John L. Churchill, Jr. of Dos Amigos Realty LLC with a mailing address of 12 Fellowship Circle, West Wareham 02576 have submitted an application dated May 8, 2023 to the Town of Wareham Planning Board for approval of a definitive plan of a subdivision of land entitled: "Definitive Subdivision Plan of Peyton Estates," prepared by JC Engineering Inc., dated July 20, 2022 (the "Plan"), for land located off Squirrel Island Road, Assessors Map 74, Lots 1010-A3, and 1010-D, and showing two (2) proposed residential lots.

The undersigned has requested the Planning board to approve the Plan with this covenant as the guaranty of construction of ways and installation of municipal services required by M.G.L. Chapter 41, Section 81-U.

IN CONSIDERATION of said Planning Board of Wareham in the County of Plymouth approving said plan, the undersigned hereby covenants and agrees with the Inhabitants of the Town of Wareham as follows:

1. That the undersigned is the owner in fee simple absolute of all the land included in the subdivision and shown on the Plan and that there are no mortgages of record or otherwise on any of the land.
2. That the undersigned acknowledges and agrees that the Planning Board has granted certain waivers from the requirements of the Town of Wareham Planning Board's Rules and Regulations Governing the Subdivision of Land, as more specifically set forth in the Certificate of Approval, in exchange for the agreements set forth in this covenant.
3. That the subdivision way and the services depicted on the Plan are not approved for purposes of serving residential dwelling units.
4. That, until such time as the Planning Board approves a modification to the Plan and the Certificate of Approval, no residential structure shall be constructed on the land shown on the Plan.
5. That full construction of the subdivision way will be waived until such time as the owner/applicant wishes to build out the subdivision as presented or in a modified form.



6. That the undersigned will not sell or convey any lot in the subdivision or erect or place any permanent building on any lot depicted on the Plan for any residential use until the construction of ways and installation of municipal services necessary to adequately serve such lot has been reviewed, approved, and completed in accordance with the covenants, conditions, agreements, terms and provisions the Planning Board's Rules and Regulations governing this subdivision.
7. That this covenant shall be binding upon the executors, administrators, devisees, heirs, successors, and assigns of the undersigned and shall constitute a covenant running with the land included in the subdivision and shall operate as restrictions upon the land.
8. That particular lots within the subdivision shall be released from the foregoing by the Planning Board upon the recording of a certificate of performance executed by a majority of the Planning Board and enumerating the specific lots to be so released solely for one of the uses enumerated in this agreement.
9. 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.
10. 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 noted upon the definitive subdivision plan as approved.
11. 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 later than three (3) years from the date of such deed as provided in Section 81-U, Chapter 41, M.G.L.
12. 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 approval.
13. On or before eight years from the date of endorsement the Planning Board shall act according to one of the following actions:
  - a. Release this covenant by an appropriate instrument, duly acknowledged, after review, approval, construction, and acceptance of the subdivision way.
  - b. 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 concurrence of the applicant shall result in automatic rescission of the subdivision plan.
  - c. 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.
14. 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 the Plymouth County Registry of Deeds in Book 54030, Page 213, and Book 55606, Page 344.

IN WITNESS HEREOF we have hereunto set our hands and seals this 18<sup>th</sup> day of July, 2023

OWNER:

Dos Amigos Realty LLC

[Signature]  
Name: John L CHURCHILL JR  
MANAGER

[Signature]  
Carl [unclear]

[Signature]  
[unclear] (abstained)

[Signature]

Acceptance by the Planning Board of Wareham

COMMONWEALTH OF MASSACHUSETTS


On this 18<sup>th</sup> day of July, 2023, before me, the undersigned notary public, personally appeared John L. Churchill, Jr., 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]

Signature of the Notary Public

Name: Michael C. Pimentel

My commission expires: 1-11-24

 **MICHAEL C. PIMENTEL**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
January 11, 2024