

FORM F  
PLANNING BOARD  
MATTAPOISETT, MA

COVENANT

DATE \_\_\_\_\_

KNOW ALL MEN by these presents that the undersigned has submitted an Application dated \_\_\_\_\_ to  
the Mattapoisett Planning Board for approval of a Definitive Plan of a subdivision of land entitled:

\_\_\_\_\_

prepared by \_\_\_\_\_, dated \_\_\_\_\_, and owned by \_\_\_\_\_

\_\_\_\_\_  
(name and address)

and showing \_\_\_\_\_ proposed lots. The undersigned has requested the Mattapoisett Planning Board to  
approve such plan without requiring a Performance Bond.

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

1. The undersigned is the owner\* in fee simple absolute of all the land included in the subdivision and that  
there are no mortgages of record or otherwise on any of the land except for those described below, and  
that the present holders of said mortgages have assented to this contract prior to its execution by the  
undersigned.
2. This covenant shall run with the land and shall be binding upon the executors, administrators, devisees,  
heirs, successors and assigns of the undersigned, and shall operate as restrictions upon the land.
3. 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 lots has been completed in accordance with the covenants, conditions,  
agreements, terms and provisions specified in the following:
  - a. The Application for Approval of a 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 said approval, issued by the Planning,  
Board, dated \_\_\_\_\_. (Form C-1)
  - d. The Definitive Plan as approved and qualified by the Certificate of Approval.
  - e. Other document(s) specifying construction to be completed, namely:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

However, a mortgagee who acquires title to the mortgaged premises by foreclosure or  
otherwise and any succeeding owner of the mortgaged premises or part thereof may sell or  
convey any lot, subject only to that portion of this Covenant which provides that no lot be sold  
or conveyed or shall be built upon until ways and services have been provide to serve such lot.

4. Particular lots within the subdivision shall be released from the foregoing conditions upon the recording of a Certificate of Performance executed by a majority of the Planning Board and enumerating the specific lots to be released.
5. 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. The undersigned agrees to record this Covenant with the Plymouth County Registry of Deeds forthwith, or to pay the necessary recording fees to said Planning Board in the event the Planning Board shall record this agreement forthwith. Reference to this Covenant shall be entered upon the Definitive Plan of subdivision 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 later than three (3) years from the date of such deed, as provided in M.G.L., Chapter 41, Section 81.
8. This Covenant shall be executed before endorsement of approval of said Definitive Plan by the Planning Board and shall take effect upon the endorsement of approval.
9. Upon final completion of the construction of ways and installation of municipal services as specified herein, on or before the scheduled completion date \_\_\_\_\_, 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 concurrence 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 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, 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 deed from \_\_\_\_\_, dated \_\_\_\_\_, and recorded in Plymouth County Registry of Deeds Book \_\_\_\_\_, Page \_\_\_\_\_, or registered in Plymouth County Land Registry as Document No. \_\_\_\_\_ and noted on Certificate of Title No. \_\_\_\_\_ in the Registration Book \_\_\_\_\_, Page \_\_\_\_\_.

The present holder of a mortgage upon the property is:

Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

The mortgage is dated \_\_\_\_\_ and recorded in the Plymouth County Registry of Deeds, Book \_\_\_\_\_, Page \_\_\_\_\_, or registered in Plymouth County 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 WITNESS WHEREOF we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Owner (s) \_\_\_\_\_  
\_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Plymouth, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the within, preceding or attached document, and acknowledged to me that he/she signed it voluntarily as the free act and deed of the Mattapoisett Planning Board for its stated purpose.

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

The within Covenant is hereby accepted.

Date: \_\_\_\_\_

MATTAPOISETT PLANNING BOARD

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Duplicate Copy sent to  
Applicant \_\_\_\_\_  
Town Clerk \_\_\_\_\_