



**TOWN OF SANDWICH
FORM E**

G.L. c. 41, § 81U COVENANT

Know all men by these presents that the undersigned has submitted to the Sandwich Planning Board an application dated _____, for approval of a definitive plan of a subdivision of land entitled: "_____" prepared by _____, dated ____ 20__ and last revised on _____, and showing ____ lots ("the Plan"), which plan was approved by said Planning Board on _____ and is recorded with the Barnstable Registry of Deeds in Plan Book____, Page ____.

NOW THEREFORE, in consideration for the Sandwich Planning Board approving the Plan without requiring a performance bond, the undersigned covenants and agrees with the Town of Sandwich, acting by and through its Planning Board, as follows:

1. The undersigned is the owner in fee simple absolute of all the land included in said subdivision ("the Property") and there are no mortgages of record or otherwise on any of the Property except for those described below and the present holders of said mortgages have assented to this Covenant prior to its execution by the undersigned. It is agreed that any subsequent mortgages shall be subordinate to this Covenant.
2. The undersigned will not sell or convey any lot in the subdivision or erect or place any permanent building on any such lot until the construction of ways and installation of municipal services necessary to adequately serve such lot have been completed in accordance with the covenants, conditions, agreements, terms and provisions as specified in the following:
 - a. Application for Approval of Definitive Plan (Form C) dated_____;
 - b. The Subdivision Control Law and the Planning Board's Rules and Regulations governing this subdivision dated _____;
 - c. The Certificate of Approval and conditions of approval specified therein issued by the Planning Board on _____and filed with the Sandwich Town Clerk on _____;
 - d. The Plan as qualified by the Certificate of Approval;
 - e. Other document(s) specifying construction or installation to be completed, namely _____.

3. 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 said land.
4. The particular lots within the subdivision shall be released from the foregoing conditions only upon the recording of a certificate of performance executed by a majority of said 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 Plan or of all lots not previously released by the Planning Board.
6. The undersigned agrees to record this Covenant with the Barnstable Registry of Deeds forthwith. Reference to this Covenant shall be entered upon the definitive plan as approved prior to endorsement by the Planning Board.
7. Upon final completion of the construction of all ways and the installation of all municipal services as specified herein, on or before _____ months from the date that the Plan is endorsed by the Planning Board, and as evidenced by a majority vote of the Planning Board, 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.
8. This covenant shall take effect upon the endorsement of approval of the Plan by the Planning Board.
9. 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. c.41, §81U.

For title to the Property see deed from _____, dated _____, recorded with said Registry in Book _____, Page _____.

The present holder of a mortgage upon the Property is _____ of _____ (address) _____. The mortgage is dated _____, and recorded with said Registry in 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, 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 necessary releases all rights of tenancy by curtesy or dower, or homestead and other interests therein.

[end of document text – signature page follows]

IN WITNESS WHEREOF, _____, we have hereunto set our hands and seal this
_____ day of _____, 20__.

Owner(s)

Spouse of Owner

Mortgagee

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF BARNSTABLE

On this _____ day of _____, 20__, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which is/was _____, to be the person whose name is signed on the preceding or attached document as record owner, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires

Acceptance by the Majority of the
Sandwich Planning Board

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF BARNSTABLE

On this _____ day of _____, 201__, before me, the undersigned Notary Public, personally appeared

_____ the above-named members of the Sandwich Planning Board as aforesaid, and proved to me through satisfactory evidence of identification which was _____ to be the persons whose names they signed on the foregoing instrument as members of the Planning Board, and further acknowledged to me that they signed it voluntarily for its stated purpose as said members.

Notary Public
My Commission Expires

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF BARNSTABLE

On this ____ day of _____, 201__, before me, the undersigned Notary Public, personally appeared the above-named _____, representative of _____ Bank as aforesaid, and proved to me through satisfactory evidence of identification, which was _____, to be the person whose name he/she signed on the foregoing instrument in my presence, and further acknowledged to me that he/she signed it voluntarily for its stated purpose as said representative.

Notary Public
My Commission Expires

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF BARNSTABLE

On this ____ day of _____, 201__, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which is/was _____, to be the person whose name is signed on the preceding or attached document as the spouse of the record owner, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires