

**SUBDIVISION CONTROL COVENANT**

We, the undersigned, hereby covenant and agree that Lots 1, 2 and 3 on a certain "Plan of Land in Oak Bluffs, Mass. Prepared For Manuel S. & Claudia A. deBettencourt Scale: 1"=30' December 2, 2009, Schofield, Barbini and Hoehn, Inc., Land Surveying Civil Engineering", shall be imposed with a covenant that said Lots be required to maintain Penny Lane as shown on said plan in accordance with the Town of Oak Bluffs subdivision control requirements and regulations and further covenant that each and every deed conveying said Lots shall contain a provision that said Lots will share proportionately in the maintenance of said Penny Lane.

Witness our hands and seals this        day of February, 2010.

\_\_\_\_\_  
Manuel S. deBettencourt

\_\_\_\_\_  
Claudia A. deBettencourt

**COMMONWEALTH OF MASSACHUSETTS**

County of Dukes County, ss

On this        day of February, 2010, before me, the undersigned Notary Public, personally appeared Manuel S. deBettencourt and Claudia A. deBettencourt, and proved to me by satisfactory evidence of identification, being (check whichever applies): [ ] driver's license or other state or federal governmental document bearing a photographic image; [ ] oath or affirmation of a credible witness known to me who knows the above signatories; or [ ] my own personal knowledge of the identity of the signatories, to be the persons whose names are signed above, and acknowledged the foregoing to be signed by them, as their free act and deed, voluntarily for its stated purposes.

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

FORM F  
COVENANT

The Undersigned \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_ (name of city or town), \_\_\_\_\_  
(name of state), hereinafter called "Covenantor", having submitted  
to the Oak Bluffs Planning Board, a definitive Plan of a subdivision  
entitled \_\_\_\_\_  
dated \_\_\_\_\_, 19\_\_\_\_, made by \_\_\_\_\_

does hereby covenant and agree with said Planning Board and the suc-  
cessors in office of said Board, pursuant to Sec. 81-U, Chapter 41,  
G.L. (Ter. Ed.) as amended, that:

1. The Covenantor is the owner of record of the premises shown on said plan;
2. This covenant shall run with the land and be binding upon the executors, administrators, heirs, assigns of the covenantor, and their successors in title to the premises shown on said plan.
3. The construction of ways and the installation of municipal services shall be provided to serve any lot in accordance with the applicable Rules and Regulations of the Board before such lot may be built upon or conveyed, other than by mortgage deed; provided that 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 any such lot, subject only to that portion of this Covenant which provides that no lot so sold shall be built upon until such ways and services have been provided to serve such lot;
4. Nothing herein shall be deemed to prohibit a conveyance subject to this covenant by a single deed of the entire parcel of land shown on the subdivision plan or of all lots not previously released by the Planning Board without first providing such ways and services;

5. This covenant shall take effect upon approval of said plan;
6. Reference to this covenant shall be entered upon said plan and this covenant shall be recorded when said plan is recorded.

The undersigned \_\_\_\_\_

(name of any person or organization with interest in said premises) hereby agree that such interest as I, we, may have in said premises shall be subject to the provisions of this covenant and insofar as is necessary release all rights of tenancy by the courtesy, dower, honestead and other interest therein.

EXECUTED as a sealed instrument this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

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

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss. \_\_\_\_\_, 19\_\_

Then personally appeared \_\_\_\_\_

and acknowledged the foregoing instrument to be a free act and deed, before me

\_\_\_\_\_, seal

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires: \_\_\_\_\_