

## COVENANT

\_\_\_\_\_, 20\_\_

\_\_\_\_\_, \_\_\_\_\_, Massachusetts

KNOW ALL MEN by these presents that the undersigned has submitted an application dated \_\_\_\_\_ to the Scituate Planning Board for approval of a definitive plan of a subdivision of land entitled \_\_\_\_\_ by \_\_\_\_\_, dated \_\_\_\_\_, owned by \_\_\_\_\_, of address: \_\_\_\_\_, such land located: \_\_\_\_\_ / \_\_\_\_\_ (Street address and Assessor's Map and Parcel), and showing \_\_\_\_\_ proposed lots. The undersigned has requested the Planning Board to approve such plan without requiring a performance bond.

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

1. That 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.

\* If there is more than one owner, all must sign. "Applicant" may be an owner or his agent or representative, or his assigns, but the owner of record must sign the covenant.

2. That the undersigned will not sell or convey any lot in the subdivision or erect 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 therein, issued by the Planning Board, dated \_\_\_\_\_.
- d. The definitive plan as approved and as qualified by the certificate of approval.
- e. Other documents(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 provided to serve such lot.

3. That this covenant shall be binding upon the executors, administrators, devisees, heirs, successors and assigns of the undersigned and shall constitute running with the land included in the subdivision and shall operate as restrictions upon the land.

4. That 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; and

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 forthwith. 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 later 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 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 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 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 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; and

\_\_\_\_\_  
\_\_\_\_\_.

For title to the property, see deed from \_\_\_\_\_, dated \_\_\_\_\_ 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 Registration Book \_\_\_\_\_, Page \_\_\_\_\_.

The present holder of a mortgage upon the property is \_\_\_\_\_ of \_\_\_\_\_. The mortgage is 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 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 \_\_\_\_\_ of \_\_\_\_\_, 20\_\_.

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

Acceptance by a Majority of the Planning Board of the Town of Scituate

\_\_\_\_\_  
Signature of Owner or Owners

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss \_\_\_\_\_, 20\_\_

Then personally appeared before me the above names \_\_\_\_\_ and acknowledged the foregoing instrument to be \_\_\_\_\_ free act and deed.

\_\_\_\_\_  
Signature of Notary Public

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Mortgagee or authorized representative

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss \_\_\_\_\_, 20\_\_

Then personally appeared before me the above named \_\_\_\_\_ and acknowledged the foregoing instrument to be \_\_\_\_\_ free act and deed.

\_\_\_\_\_  
Signature of Notary Public

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Signature of Spouse

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss \_\_\_\_\_, 20\_\_

Then personally appeared before me the above named \_\_\_\_\_ and acknowledged the foregoing instrument to be \_\_\_\_\_ free act and deed.

\_\_\_\_\_  
Signature of Notary Public

My commission expires \_\_\_\_\_