

NORTHBRIDGE PLANNING BOARD

FORM F

COVENANT



_____, 20____

Applicant: _____

Address: _____

KNOWN ALL MEN by these presents that the undersigned has submitted an application to the dated _____, 20____ to the Northbridge Planning Board for the approval of a definitive plan of a subdivision of land entitled _____, plan by _____ address _____, land located _____ and showing _____ proposed lots. The undersigned has requested the Planning Board to approve such plan without requiring a performance bond.

IN CONSIDERATION of the Northbridge Planning Board in the county of Worcester approving said plan without requiring a performance bond, the undersigned hereby covenants and agrees with the inhabitants of Northbridge 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 mortgage have assented to this contract prior to its execution by the undersigned.
2. That 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 lot has been complete in accordance with the covenants, conditions, agreements, terms, and provisions as specified in the following:
 - a. The Application for Approval of a Definitive Plan
 - 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 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 a covenant running with the land included in the subdivision and shall operate as restrictions on 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 Worcester County Registry of Deeds, forthwith or to pay the necessary recording fee to the Planning Board in the event the Planning Board shall record this agreement forthwith. Reference to this covenant shall be entered upon the definitive 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 § 81-U, Chapter 41, M.G.L.
8. That this covenant shall be executed before the 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 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, § 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 _____, 20____ and recorded in Worcester County District Registry of Deeds, Book _____
Page _____, registered in Worcester County Registry District of the Land Court, Certificate Title
Number _____

The present holder of a mortgage upon the property is _____
of _____

The mortgage dated _____, 20____ and recorded in Worcester County Registry District of the Land Court, Certificate Title Number _____. The mortgagee agrees to hold the mortgage subject to 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 mortgages 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 THEREOF we have hereunto set our hands and seals this _____ of _____, 20____

Owner

Spouse of Owner

Mortgagee

Acceptance by a Majority of the
Planning Board

COMMONWEALTH OF MASSACHUSETTS

Worcester County, _____, 20____

Then personally appeared _____ one of the above named members of the Planning Board of Northbridge, Massachusetts and acknowledged the foregoing instrument to be their free act and deed.

Signature of Notary Public

My Commission expires:_____