

# Form H

## Covenant

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

Town of Middleborough, Massachusetts

KNOWN ALL MEN BY THESE PRESENTS that the undersigned has submitted an application dated \_\_\_\_\_, to the Town of Middleborough Planning Board for approval of a definitive plan of a subdivision of land entitled:

\_\_\_\_\_, plan by: \_\_\_\_\_

dated: \_\_\_\_\_ revised through \_\_\_\_\_ consisting of \_\_\_\_\_ sheets,

and owned by: \_\_\_\_\_,

address: \_\_\_\_\_,

land located off \_\_\_\_\_ Street, Middleborough, MA,

Assessor's Map \_\_\_\_\_ Lot(s) \_\_\_\_\_, 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 Town of Middleborough in the County of Plymouth approving said plan without requiring a performance bond, the undersigned hereby covenant(s) and agree(s) with the inhabitants of the town of Middleborough 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 the subdivision and that there are no mortgages of record or otherwise on any of the land, except for those described below in Section 13, and that the present holders of said mortgages have assented to this covenant prior to its execution by the undersigned.

**\*NOTE:**

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(s) of record must sign the covenant.

2. The undersigned shall not sell or convey any lot in the subdivision except by mortgage deed, or erect, place or build any permanent building on any lot until the construction of ways and installation of municipal services necessary to serve

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, Massachusetts General Laws.
8. 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. Final completion of the construction of ways, installation of municipal services, and all other improvements required by the Definitive Subdivision plans and Covenant, shall be completed by \_\_\_\_\_, provided however, once a Form J Lot Release is issued, final completion shall occur within two (2) years of said lot release. Upon final completion of the construction of ways and installation of municipal services as specified herein, the Planning Board shall release this covenant by an appropriate instrument, duly acknowledged.
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 Chapter 41, section 81-U, Massachusetts General Laws as long as such security is sufficient in the opinion of the Planning Board to secure performance of the construction and installation.
11. WAIVERS: As per the Certificate of Approval, the following sections of the Planning Board's Rules and Regulations are hereby modified or waived as indicated: \_\_\_\_\_  
\_\_\_\_\_
12. For title to the property, see deed from \_\_\_\_\_, dated \_\_\_\_\_ recorded in Plymouth County Registry of Deeds, Book \_\_\_\_\_, Page \_\_\_\_\_, recorded on \_\_\_\_\_ or registered in Plymouth County Land Registry as Document No. \_\_\_\_\_, and noted on Certificate of Title No. \_\_\_\_\_, in Registration Book \_\_\_\_\_, Page \_\_\_\_\_.
13. The present holder of a mortgage upon the property is \_\_\_\_\_ of \_\_\_\_\_. The mortgage is dated \_\_\_\_\_ and recorded in the Plymouth County Registry of Deeds, Book \_\_\_\_\_, Page \_\_\_\_\_, recorded on \_\_\_\_\_ or registered in the Plymouth County Land Registry as Document No. \_\_\_\_\_, and noted on Certificate of Title No. \_\_\_\_\_, in Registration Book \_\_\_\_\_, Page \_\_\_\_\_. The said mortgagee joins in this covenant and hereby agrees to hold the mortgage subject to the within covenant and agrees that the within covenant shall have the same status, force and effect as though executed and recorded before the

recording of the said mortgage and further agrees that the mortgage shall be subordinate to the within covenant.

IN WITNESS WHEREOF the undersigned hereunto set my/our hand(s) and seal(s) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Signature of Owner

(Owner)  
COMMONWEALTH OF MASSACHUSETTS

County of \_\_\_\_\_, SS: \_\_\_\_\_, 20\_\_

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

\_\_\_\_\_  
(Notary Public Signature)

(seal)

\_\_\_\_\_  
My Commission Expires

(Owner)  
COMMONWEALTH OF MASSACHUSETTS

County of \_\_\_\_\_, SS: \_\_\_\_\_, 20\_\_

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

\_\_\_\_\_  
(Notary Public Signature)

(seal)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Signature of Mortgagee

\_\_\_\_\_  
Signature of Mortgage

(Mortgagee)  
COMMONWEALTH OF MASSACHUSETTS

County of \_\_\_\_\_, SS: \_\_\_\_\_, 20 \_\_\_\_

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

\_\_\_\_\_  
(Notary Public Signature)

(seal)

\_\_\_\_\_  
My Commission Expires

(Mortgagee)  
COMMONWEALTH OF MASSACHUSETTS

County of \_\_\_\_\_, SS: \_\_\_\_\_, 20 \_\_\_\_

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

\_\_\_\_\_  
(Notary Public Signature)

(seal)

\_\_\_\_\_  
My Commission Expires]

THE WITHIN COVENANT is hereby accepted on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_:

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

Majority of the Planning Board of the Town of Middleborough

COMMONWEALTH OF MASSACHUSETTS

County of \_\_\_\_\_, SS: \_\_\_\_\_, 20 \_\_\_\_

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

\_\_\_\_\_  
(Notary Public Signature)

(seal)

\_\_\_\_\_  
My Commission Expires