

TOWN OF LEXINGTON, MA

COVENANT

Let it be known that _____, of _____, Massachusetts, owner in fee simple of land at _____ Lots (Assessor's Map and Lots) _____ in Lexington, MA in Middlesex County, Massachusetts, owners in fee simple of _____ all the land in the subdivision (the "Applicant") have submitted an application to the Lexington Planning Board on _____, for approval of a plan entitled, "Definitive Subdivision _____," prepared by _____, prepared for _____ dated _____ (revised through _____) consisting of _____ sheets.

In consideration of the Lexington Planning Board approving said plan without requiring a performance bond or other surety, and in consideration of one dollar in hand paid, receipt whereof is hereby acknowledged, the Applicant covenants and agrees with the Town pursuant to MGL c. 41, 81U, and as follows:

1. The undersigned will not convey any lot in the subdivision and shall not build any permanent building upon any lot in the development,

A) UNTIL the construction of ways and the installation of municipal services have been provided to serve all Lots _____ in accordance with any covenants, conditions, agreements, terms, and conditions specified in the following:

- i. The Application for Approval, dated _____ as qualified by the definitive subdivision plan as approved on _____.
- ii. The Planning Board's Development Subdivision Regulations governing this development.
- iii. The Certificate of Action or Certificate of Vote Decision and any conditions of approval specified therein, granted by the Board on _____ and any conditions imposed by the Board of Health.
- iv. The definitive subdivision plan as approved on the plan set entitled "_____", at _____, prepared for _____ prepared by _____, dated and revised through _____.

v. Other document(s) specifying construction to be completed, namely:

1. _____

B) OR UNTIL a performance bond security to insure any uncompleted ways and services in said subdivision has been accepted by the Planning Board in lieu of installation completion.

It is understood and agreed that lots within the development shall, respectively, be released from the foregoing conditions only upon the recording of a written release executed by a majority of the Board specifically enumerating the lots to be released.

2. 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 part by another of the methods described in MGL Ch. 41 Section 81-U, as long as such security is sufficient in the opinion of the Planning Board to secure full performance of the construction and installation.
3. This covenant shall be binding upon and insure to the benefit of the executors, administrators, devisees, heirs, successors and assigns of the Applicant. It is the intention of the undersigned and it is hereby understood and agreed that this contract shall constitute a covenant running with the land included in the aforesaid development and shall operate as a restriction upon said land.
4. Nothing herein shall be deemed to prohibit conveyance by a single deed of either the entire parcel shown on the plan or of all lots not previously released by the Board. Notwithstanding any provision herein to the contrary, a mortgagee who acquires title to the mortgaged premises, or part thereof, by foreclosure or otherwise may sell any lot subject to the terms and conditions of this covenant after written approval from the Planning Board.
5. The undersigned warrant(s) and represent(s) that they are the owners in fee simple of all the land included in the development, and there are no mortgages or liens of record or otherwise on any of said land, except those described below and subordinated to this Covenant, and the present holders of said mortgages or liens have assented to this Covenant prior to its execution by the Applicant.

The description of the mortgage(s) and lien(s) is as follows:

The mortgagee agrees to hold the mortgage subject to the covenants set forth herein 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 this covenant.

The lien holder agrees to hold the lien subject to the covenants set forth herein and agrees that the covenants shall have the same status, force and effect as though executed and recorded before the taking of the lien and further agrees that the lien shall be subordinate to this covenant.

6. This covenant shall take effect upon the endorsement of said plan and shall promptly be recorded with the Middlesex South Registry of Deeds by the Applicant with the appropriate marginal reference to this covenant placed on the plan.
7. Upon final completion of the construction of ways and installation of municipal services as specified herein, on or before three (3) years, or other date approved by the Board, from the date of endorsement of the definitive plan, the Board shall release this covenant by an appropriate instrument duly recorded. Failure to complete construction and installation within the time specified herein, or such later date as may be specified by vote of the Board with a written concurrence by the applicant, shall result in the automatic rescission of the approval of the plan.
8. Title references for the premises are as follows: _____
9. The undersigned is duly authorized on behalf of the Applicant to execute this document pursuant.
10. This covenant can be executed in counterparts which when taken together shall constitute one instrument.

Executed under seal as of the _____ day of _____, 20____.

Signature of Property Owner

Printed Name

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX COUNTY, ss

On this _____ day of _____ 20____, before me, the undersigned notary public, personally appeared the _____ (owner's name) _____ proved to me through satisfactory evidence of identification, which were _____, to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

Signature of Notary Public

_____, Notary Public

Printed Name

My Commission Expires _____

Signature of Mortgage or Authorized Representative

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX COUNTY, ss

On this _____ day of _____ 20____, before me, the undersigned notary public,
personally appeared the _____
proved to me through satisfactory evidence of identification, which
were _____, to be the persons whose names are signed on the
proceeding or attached document, and acknowledged to me that (he) (she) signed it
voluntarily for its stated purpose.

Signature

_____, Notary Public

My Commission Expires _____

Acceptance by the Lexington Planning Board on ____ of _____, 20 ____

Signature of Planning Board Member

Printed Name

Signature of Planning Board Member

Printed Name

Signature of Planning Board Member

Printed Name

Signature of Planning Board Member

Printed Name

Signature of Planning Board Member

Printed Name

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX COUNTY, ss

On this _____ day of _____ 20____, before me, the undersigned notary public, personally appeared _____ a member of the Lexington Planning Board proved to me through satisfactory evidence of identification, which were _____, to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

Signature of Notary Public

_____, Notary Public

Printed Name

My Commission Expires _____

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX COUNTY, ss

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Signature of Notary Public
_____, Notary Public
Printed Name

My Commission Expires _____

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX COUNTY, ss

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Signature of Notary Public
_____, Notary Public
Printed Name

My Commission Expires _____

COMMONWEALTH OF MASSACHUSETTS

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Signature of Notary Public

_____, Notary Public

Printed Name

My Commission Expires _____