



UXBRIDGE PLANNING BOARD

Form F

COVENANT

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

Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

KNOW ALL MEN by these presents that the undersigned has submitted an application dated \_\_\_\_\_ to the Uxbridge Planning Board for approval of a definitive plan of a subdivision of land entitled: \_\_\_\_\_. The plan by \_\_\_\_\_, dated \_\_\_\_\_, and owned by \_\_\_\_\_, address \_\_\_\_\_, land located \_\_\_\_\_, and showing \_\_\_\_\_ proposed lots. All lots are subject to this Covenant.

IN CONSIDERATION of the 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 the Town of Uxbridge 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. N/A

- 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 lots have 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 filed with the Town Clerk on \_\_\_\_\_.
d. The definitive plan as approved and as qualified by the certificate of approval.
e. Other document(s) specifying construction to be completed, namely: \_\_\_\_\_
f. Subsequent approvals granted: \_\_\_\_\_

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.

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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 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 lot 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 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. 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 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
10. Upon final completion of the constructions of ways and installation of municipal services, 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 shall result in automatic rescission of the approval 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.
11. The undersigned and any subsequent assignees and/or owners within the subdivision shall be responsible for maintenance of all ways and infrastructure within the subdivision until such time as the Town accepts the ways and infrastructure. Said maintenance includes, but is not limited to, the removal of snow.
12. The undersigned shall sign a "clerk of the works" agreement with the Uxbridge Department of Public Works to ensure proper completion of roadways and other infrastructure.

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For title to the property, see deed from \_\_\_\_\_ dated \_\_\_\_\_, recorded in Worcester District Registry of Deeds.

The present holder of a mortgage upon the property is \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_. The mortgage is dated \_\_\_\_\_ and recorded in the Worcester Registry of Deeds, Book \_\_\_\_\_, Page \_\_\_\_\_. Lots are secured by said mortgage. 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 mortgages shall be subordinate to the above covenant.

IN WITNESS WHEREOF we have hereunto set our hands and seals this \_\_\_\_\_ of \_\_\_\_\_.

Applicant's Signature: \_\_\_\_\_

Acceptance by a Majority of the Planning Board of Uxbridge

\_\_\_\_\_

Applicant's Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Owner's signature and address if not the Applicant: \_\_\_\_\_

Applicant Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Assents of Mortgagees:

\_\_\_\_\_

One acknowledgement must be completed for each of the following:

- Planning Board Representative
- Owner or Owners
- Spouse of the Owner
- Mortgagee

**COMMONWEALTH OF MASSACHUSETTS**

Worcester County, \_\_\_\_\_, 20\_\_

Then personally appeared before me the above named **Members of the Uxbridge Planning Board** and acknowledged the foregoing instrument to be their free act and deed,

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

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

**COMMONWEALTH OF MASSACHUSETTS**

Worcester County, \_\_\_\_\_, 20\_\_

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

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

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

**COMMONWEALTH OF MASSACHUSETTS**

Worcester County, \_\_\_\_\_, 20\_\_

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

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

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