

COVENANT

Date: _____

Waltham, Massachusetts

KNOW ALL MEN by these presents that the undersigned has submitted an application dated to the Waltham Board of Survey and Planning for approval of a definitive plan of a subdivision of land entitled:

_____ plan by: _____

dated: _____, and owned 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 said Waltham Board of Survey and Planning in the County of Middlesex approving said plan without requiring a performance bond, the undersigned hereby covenants and agrees with the inhabitants of the City of Waltham 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 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 completed in accordance with the covenants, conditions, agreements, terms and provisions as specified In the following:

- a. The Application for Approval of Definitive Plan.
b. The Subdivision Control Law and the Waltham Board of Survey and Planning Rules and Regulations governing this subdivision.
c. The certificate of approval and the conditions of approval specified therein, issued by the Waltham Board of Survey and Planning 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 Idle to the mortgaged premises by foreclosure or otherwise and any succeeding owner of (he 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.

FORM G

(street name)

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 (he subdivision shall be released from the forgoing conditions upon the recording of a certificate of performance executed by a majority of the Waltham Board of Survey and Planning 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 Waltham Board of Survey and Planning,
6. That the undersigned agrees to record this covenant with the Middlesex County Registry of Deeds, forthwith, or to pay the necessary recording fee to the said Waltham Board of Survey and Planning in the event the Waltham Board of Survey and Planning 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 Waltham Board of Survey and Planning and shall take effect upon the endorsement of approval.
9. Upon final completion of the construction of the ways and Installation of municipal services as specified herein, on or before _____ the Waltham Board of Survey and Planning 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 Waltham Board of Survey and Planning 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 Waltham Board of Survey and Planning 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 81-U, as long as such security is sufficient in the opinion of the Waltham Board of Survey and Planning to secure performance of the construction of the ways and Installation of municipal services as specified herein,

For title to the property, see deed from _____, dated _____, recorded in Middlesex Registry of Deeds. Book _____, Page _____, or registered in Middlesex 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 Middlesex Registry of Deeds. Book _____, Page _____, or Registered in Middlesex 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 _____ (Day) of _____ (Month), _____

Owner _____

Spouse of Owner _____

Mortgage _____

Acceptance by a Majority of the Waltham Board of
Survey and Planning

(street name)

One acknowledgment must be completed for each of the following:

Planning Board representative

Owner or owners

Spouse of the owner".

Mortgagee

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

Then personally appeared _____ one of the above-named members of the Planning Board of Waltham, Massachusetts and acknowledged the forgoing instrument to be (his/her) free act and deed before me-

Notary Public _____

My commission expires _____