

FORM D
(TYPICAL)

COVENANT

UNDER PROVISIONS OF GENERAL LAWS, CHAPTER 41, SECTION 81-U

WHEREAS (the applicant identified as individuals or trustees under declaration of trust recorded in _____ as _____, as a Massachusetts corporation) of (address) hereinafter referred to as the Developer, has applied to the Somerset Planning Board, hereinafter referred to as the Town, for the approval of a definitive subdivision plan entitled (plan title), dated (plan date, including date revised, if any), by (name and address of engineer or surveyor), which plan is to be recorded herewith:

WHEREAS the Developer has agreed to subdivide the land shown on said plan, and to construct ways and install municipal services therein in accordance with the applicable By-laws, Rules and Regulations of the Town, and has elected to give a Covenant to said Town to ensure the construction of ways and the installation of municipal services as specified below;

NOW, THEREFORE, in consideration of approval of said plan by the Town, the Developer for (itself/himself/themselves) and (its, his, their) successors and assigns hereby covenants and agrees as follows:

1. That the Developer is the owner of record in fee simple of the entire premises shown on said plan and that there are no mortgages or encumbrances on any of said premises, except those to which reference is made herein.
2. That this Covenant shall run with the land and be binding upon the executors, administrators, heirs, assigns on the Developer and the Developer's successors-in-title to the premises shown on said plan.
3. That, except as hereinafter provided, until the following improvements and conditions and the improvements and conditions enumerated in the Certificate of Action of the Somerset Planning Board, dated (date) and to be recorded herewith have been completed and fulfilled and the ways and services to serve all lots shown on said definitive plan (or: in that portion thereof subject to this Covenant) constructed and installed, no such lot shall be built upon, conveyed or sold, except by a mortgage deed, nor shall building permits for such lot or lots be applied for or issued:
 - a. All streets, including roadways, walks, curbing, street name signs, grass plots, bounds, retaining walls, fences, slopes, and guard rails, and all utilities or services, including water mains and their appurtenances; stormwater drains with manholes, catchbasins, curb inlets; shade trees; and other improvements and structures as shown on said plan or enumerated in the Certificate of Action shall be constructed or installed at the expense of the Developer in the entire subdivision (or that portion thereof subject to this Covenant) in strict compliance with the Rules & Regulations Governing the Subdivision of Land in Somerset, Massachusetts, with the conditions of the said Certificate of Action, and with other applicable By-laws, Rules and Specifications of the Town of Somerset.
 - b. All land shall be graded in accordance with the approved plan and street profiles to ensure proper street drainage and that no standing water accumulates on any lot.
 - c. The Developer shall notify the Town of Somerset upon completion of each phase of construction so that the work can be inspected before the next phase is commenced; upon completion of all construction and installation the Developer shall submit to the Town "as built" plans, certified by a registered engineer or land surveyor.
 - d. The Developer shall grant at no cost to the Town of Somerset in a form acceptable to the Town prior to the conveyance or transfer of any lot a perpetual right and easement to construct, repair, replace, extend, operate, use and forever maintain all streets, water mains, surface and subsurface storm drains in, through, or under the streets and easements indicated on the definitive plan. The foregoing shall not be construed to relieve the Developer and his

successors-in-title of the responsibility to complete all construction and installation, as aforesaid, and to thereafter maintain all streets, utilities, and services in a satisfactory conditions until they are laid out and accepted by the Town of Somerset.

4. The above work shall be completed within () years of the date of this Covenant, except that extensions of said time period may be granted by formal, recorded vote of the Somerset Planning Board.
5. The following premises are subject to this Covenant: (the entire subdivision of lots _____ on _____ street between _____ and _____).
6. Prior to the completion of all work required hereby, the Town may release any or all of said lots for sale or for the issuance of a building permit therefore, upon completion of that part of construction and installation required in the opinion of the Town to serve said lots or upon the furnishing by the Developer to the Town of surety acceptable to the Town to secure the construction and installation of street and services to serve said lots. Such release shall be evidenced by a Certificate enumerating the lots released, executed by the Planning Board in a form suitable for recording.
7. Nothing herein shall be deemed to prohibit a covenant of any lot by mortgage deed, subject to the provisions of this Covenant prohibiting building thereon or the issuance of building permits therefore, not prohibit the Conveyance, subject to this Covenant, by a single deed of the entire parcel of land shown on said definitive plan or of all lots not previously released by the Planning Board.
8. This Covenant shall take effect upon approval of said plan and shall be recorded when said plan is recorded.

For title see deed from (grantor), dated () and recoded in (Registry or Land Court) in Book (), Page().

For consideration paid, we (names and addresses), the present mortgage holders upon the land shown on said definitive plan, which mortgage is dated () and recorded in () (Book) (Page) hereby subordinate said mortgage to this Covenant and agree that the Covenant shall have the same status, force, and effect as through executed and recorded before the taking of said mortgage.

IN WITNESS WEREOF, we hereunto set our hands and seals this () day of (month), (year).

(Applicant)

(Mortgage Holders)

By _____
(Name, Title)

By _____
(Name, Title)

(Spouse, if applicable)

(Name, Title)

COMMONWEALTH OF MASSACHUSETTS

(Bristol,)

(Date)

Then personally appeared the above named (Applicant) and acknowledged the foregoing instrument to be (his) free act and deed before me.

Notary Public

My Commission Expires _____