



## TOWN OF DOUGLAS PLANNING BOARD

### FORM F

#### Covenant

Know all men by these presents that whereas the undersigned has submitted an Application dated \_\_\_\_\_, to the Douglas Planning Board for approval of a definitive plan of a certain subdivision entitled  
“ \_\_\_\_\_ ”-A Definitive Subdivision Plan in the Town of Douglas and dated \_\_\_\_\_ with revisions thereto thru \_\_\_\_\_, and showing \_\_\_\_\_ proposed lots, and has requested the Board to approve such plan without requiring a Performance Bond.

NOW THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the Douglas Planning Board approving said plan without requiring a Performance Bond, and in consideration of one dollar in hand paid, receipt whereof is hereby acknowledged, the undersigned Covenants and agrees with the Town of Douglas as follows:

1. The undersigned will not sell or convey any of lots \_\_\_\_\_ in the subdivision or erect or place any permanent building on any such lot until the construction of ways and municipal services necessary to serve adequately such lot has been completed in the manner specified in the aforesaid application, and in accordance with the Covenants, Conditions, Agreements, Terms and Provisions of:
  - a. The Subdivision Control Law and the Planning Board’s Rules and Regulations Governing the Subdivision;
  - b. The Certificate of Approval, including all Conditions, issued by the Planning Board regarding the definitive plan, dated \_\_\_\_\_; and
  - c. The Definitive Plan. Plan Number \_\_\_\_\_.
2. This Agreement shall be binding upon the executors, administrators, devisees, heirs, successors and assigns of the undersigned.

It is the intention of the undersigned and it is hereby understood and agreed that this Covenant shall run with the land included within the aforesaid subdivision and shall operate as restrictions upon said land.

It is understood and agreed that lots within the subdivision shall, respectively, be released from the foregoing conditions upon the recording of a Certificate of Performance executed by a majority of said Planning Board and enumerating the specific lots to be so released.

3. The undersigned represents and Covenants that undersigned is the owner in fee simple of all the land included in the aforesaid subdivision and that there are no mortgages of record or otherwise on any of said land, except such as are described below, and the present holders of said mortgages have assented to this contract prior to its execution by the undersigned.



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4. 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.
5. 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 no later than three (3) years from the date of such Deed as provided in Section 81-U, Chapter 41, M.G.L.
6. That this Covenant shall be executed before the endorsement of approval of the definitive plan by the Planning Board and shall take effect upon the endorsement of approval.

IN WITNESS WHEREOF the undersigned, applicant as aforesaid, does hereunto set his hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

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

\_\_\_\_\_

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

\_\_\_\_\_

Owner's Signature and address

if not the Applicant \_\_\_\_\_

\_\_\_\_\_



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Assents of Mortgagees:

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Douglas Planning Board:

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Commonwealth of Massachusetts

Worcester, ss \_\_\_\_\_, 200\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ proved to me through satisfactory evidence of identification, which was a Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

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Notary Public

My Commission Expires: