

DOVER CODE

Form J

COVENANT

Whereas \_\_\_\_\_  
[Name of Owner]

\_\_\_\_\_(the Developer)  
has submitted and application date \_\_\_\_\_, 20\_\_\_\_, to the Planning board of the  
Town of \_\_\_\_\_ (the Town), a municipal corporation situated in  
\_\_\_\_\_ County, Massachusetts, for approval of a definitive plan of a  
certain subdivision entitled \_\_\_\_\_

by \_\_\_\_\_  
dated \_\_\_\_\_, 20\_\_\_\_ and has requested the Planning Board to approve  
such plan without requiring a performance bond or other surety;

Now therefore, in consideration of the Planning Board approving said plan without requiring a  
performance bond or other surety, and inconsideration of one dollar in hand paid, receipt whereof  
is hereby acknowledged, the Developer represents, covenants and agrees with the Town pursuant  
to G.L. C. 41, s.81U, as amended as follows:

1. The Developer is the owner in fee simple of all the land included in the aforesaid subdivision  
and there are no mortgages 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 have  
assented to this Covenant prior to its execution by the Developer.  
Description of Mortgages: \_\_\_\_\_

\_\_\_\_\_  
(Give complete names of mortgages and registry of deeds reference to mortgage.)

2. This Covenant shall run with the land included in the aforesaid subdivision and shall operate as  
a restriction upon said land.
3. The ways and municipal services required to serve the lots in said subdivision shall be  
installed and constructed as shown on the definitive plan and in accordance with the Rules and  
Regulations of the Planning Board of the Town, with such modifications or conditions, if any,  
as have been imposed by the Planning Board or Board of Health of the Town, such  
modifications or conditions being set forth in a Certificate of Action dated \_\_\_\_\_  
to be recorded herewith, before such lot may be built upon or conveyed other than by a  
mortgage deed; provided that a mortgages who acquires title to the mortgaged premises by  
foreclosure or otherwise and any succeeding owner of such premises or part thereof may sell  
any such lot subject to the limitation that the lot shall be built upon until such ways and  
services have been provided to serve such lot; and provided further 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 said subdivision plan or of all lots shown on such plan not  
previously released by the Planning Board.