



**FORM F  
COVENANT AGREEMENT**

<b>Subdivision Name</b>		<b>Assessor Parcel ID</b>	
<b>Parcel Location</b>			
<b>Plan Date</b>		<b>Revision Date(s)</b>	
<b># Lots Approved</b>		<b>Approved Street Name(s)</b>	

<b>Property Owner</b>	
<b>Address</b>	
<b>Address2</b>	

TITLE TO PROPERTY			
<b>Deed From</b>		<b>Date</b>	
<b>Recorded Deed Book</b>		<b>Page</b>	
<b>Land Court Document</b>		<b>Certificate of Title</b>	
<b>Registration Book</b>		<b>Page</b>	

MORTGAGE TO PROPERTY			
<i>The mortgagee 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 covenant</i>			
<b>Mortgage Holder</b>		<b>Date</b>	
<b>Address</b>			
<b>Recorded Deed Book</b>		<b>Page</b>	
<b>Land Court Document</b>		<b>Certificate of Title</b>	
<b>Registration Book</b>		<b>Page</b>	

The undersigned, hereinafter called the "Covenantor", having submitted to the Randolph Planning Board, Randolph, Norfolk County, Massachusetts, a Definitive Plan of subdivision, has requested the Board to approve such plans without requiring a performance bond.

Now therefore, this agreement witnesseth that in consideration of the Randolph Planning Board approving said plan without requiring a performance bond, the undersigned covenants and agrees with the Town of Randolph as follows:

1. The Covenantor is the owner\* of record 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 subordinated to this

contract and 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(s) of record** must sign the covenant.*

2. This agreement is binding upon the executors, administrators, devisees, heirs, successors and assigns of the undersigned. This contract shall constitute a covenant running with the land included in the aforesaid subdivision and shall operate as restrictions upon said land.
3. The undersigned may not sell any lot in the subdivision or erect or place any permanent building on any such lot until the construction of ways and municipal services necessary to adequately serve such lot has been completed in the manner specified in the aforesaid Definitive Plan, and in accordance with the covenants, conditions, agreements, terms and provisions thereof.
4. 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.
5. That the undersigned agrees to record this covenant with the Norfolk Registry of Deeds and reference to this covenant shall be entered upon the Definitive Plan as approved.
6. Upon final completion of the construction of ways and installation of municipal services as specified herein, on or before \_\_\_\_\_ (the date when construction and installation is to be completed), 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 with a written concurrence of the Applicant, shall result in automatic rescission of the approval of the plan.
7. 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.
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 MGL Chapter 41, Section 81U, as long as such security is sufficient in the opinion of the Planning Board to secure performance of the construction and installation.

*EXECUTED as a sealed instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by*

\_\_\_\_\_  
Owner Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Owner Printed Name

\_\_\_\_\_  
Signature

Description of Mortgages: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Each of the undersigned hereby agrees that the mortgages held by him/her/it on said premises shall be subordinate to the above covenant.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**COMMONWEALTH OF MASSACHUSETTS, NORFOLK, SS.**

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public,  
\_\_\_\_\_ (name of document signer) personally appeared, proved to me through  
satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name  
is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its  
stated purpose.

**Notary Public**

**Date Commission Expires**