

SUPPLEMENTARY RESTRICTIVE COVENANT

Town of North Reading, Massachusetts
Community Planning Commission

KNOW ALL MEN BY THESE PRESENTS that _____ whereas _____, established under Declaration of Trust dated _____ and recorded with the Middlesex South District Registry of Deeds as Instrument No. ____ on _____, at Book _____, Page _____, having an address of _____, individuals having a usual residence at _____ are the owners of land for which a petition was filed to the North Reading Community Planning Commission for approval of a certain Definitive Subdivision Plan entitled _____ drawn by _____, dated _____, and last revised _____, and has requested the Commission to approve such Plan without requiring a performance bond. The Plan is to be recorded with the Registry on _____ as Plan No. _____.

NOW, THEREFORE, WITNESSETH that in consideration of the Commission's approving said plan without requiring a performance bond, and in consideration of One Dollar in hand paid, receipt whereof is hereby acknowledged, the undersigned covenant and agree with the Town of North Reading as follows:

1. This agreement shall run with the land and 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 constitute a covenant running with the land included in the aforesaid subdivision and shall operate as restrictions upon said land.
2. Deeds of conveyance for all lots shall contain and be subject to a condition that there shall be no underground storage of hazardous materials, including heating oil and gasoline and that there shall be no above-ground storage of hazardous materials in quantities greater than associated with normal household use, except fuel for residential heating purposes.
3. Every lot in the subdivision shall be serviced by its own driveway. Common driveways are not allowed. Access to the lot must be provided through the lot's frontage as shown on the endorsed plan.
4. Any deed conveying out a lot shall contain a description reserving the fee in the roadway to the owner of the subdivision.
5. Any deed conveying out a lot shall contain and be subject to a condition that there shall be no driveways where stone bounds are proposed.

6. Deeds of conveyance for all lots and parcels shall reserve for the owner of the subdivision or his successor in title, and/or the Town of North Reading, a construction easement superimposed on all lots. Such easements shall be intended to accommodate completion of the roadway and drainage system including, but not limited to, drainage structures, lots grading, easement monumenting, loaming and seeding, and to accommodate a four-to-one slope from the edge of the right-of-way to the existing natural grade of the lot, plus ten feet for construction access. Upon acceptance of the roadway and utilities by the Town of North Reading, the easement will be terminated.
7. Deeds of conveyance for lots which contain the drainage facilities and easements, shall contain and be subject to restrictions prohibiting altering or filling within the drainage easement areas beyond the contours on the approved and endorsed Plan without Community Planning Commission approval.
8. Deeds of conveyance for any lot which contains drainage facilities and/or easements shall contain and be subject to restrictions that there shall be no plantings of shrubs, trees and/or other landscaping plantings other than law or groundcover within the drainage easement and shall also be subject to restrictions prohibiting any structure, including a driveway, from being placed within the drainage easement.
9. Deeds of conveyance shall contain and be subject to a restriction that there shall be no plantings of shrubs, trees and/or other landscaping plantings other than law or groundcover within any utility easements and shall also be subject to a restriction prohibiting any structure, including a driveway, from being placed within said easements.
10. Deeds of conveyance for any lot which contains equestrian access easements shall contain and be subject to restrictions that there shall be no plantings of shrubs, trees or other landscape plantings other than lawn or ground cover within the access easements, altering or filling within the easements beyond the contents of the approved plan is prohibited, and no structure, including a driveway or fence, shall be placed within said easements.
11. Deeds of conveyance shall contain and be subject to a condition that the lot owner shall not cut any trees within fifteen (15) feet of the street layout line without owner/developer=s approval or until such street is accepted by the Town of North Reading as a public way.
12. This supplementary covenant shall take effect upon the endorsement of said subdivision plan and shall be recorded with the Registry; appropriate marginal reference shall be placed on the Plan making reference to this Supplementary Restrictive Covenant.

Executed as a sealed instrument this _____ day of _____,

Applicant Signature

Witness our hands and seals this _____ day of _____,

ACCEPTANCE BY A MAJORITY OF
THE COMMUNITY PLANNING
COMMISSION OF THE TOWN OF
NORTH READING

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. _____,

Then personally appeared the above-named _____ acknowledged the foregoing instrument to be their free act and deed, before me

Notary Public

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. _____,

Then personally appeared the above-named _____, and acknowledged the foregoing instrument to be the free act and deed of the Town of North Reading Community Planning Commission, before me

Notary Public

My commission expires: