

**STATUTORY COVENANT**

\_\_\_\_\_ [subdivision name]  
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 \_\_\_\_\_, Book \_\_\_\_\_, Page \_\_\_\_\_, having an address of \_\_\_\_\_ and \_\_\_\_\_, individuals having a usual residence at \_\_\_\_\_ (individually or together), 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 have requested the Commission to approve such Plan without requiring a performance bond. The Plan is to be recorded with the Registry as Plan No. \_\_\_\_\_ of \_\_\_\_\_.

NOW, THEREFORE, WITNESSETH that in the consideration of the Commissions 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 operate as a restriction upon said land.
2. The undersigned will not sell any lot in the subdivision or erect or place any permanent building on any such lot until the construction of ways and the installation of municipal services necessary to serve adequately such lot have been completed in the manner specified in the aforesaid application, and in accordance with the covenants, agreements, terms, conditions and provisions thereof. It is understood and agreed that lots within the subdivision shall, respectively, be released from the foregoing conditions upon the recording of the certificate of performance executed by the Planning Administrator or a majority of the Commission and enumerating the specific lots to be so released.
3. The undersigned represent and covenant that they are the owners in fee of all of the land included in the aforesaid subdivision and that there are no mortgages of record or otherwise on said land except for the mortgages described in the attached Subordination and Consent and subordinated to this Covenant and the present holders of said mortgages have assented to this Covenant. A Mortgagee who acquires title to the mortgaged premises or part thereof may sell any lot subject to the terms and conditions of this Covenant. The undersigned further represents that to the best of its knowledge and belief there are no liens or attachments or encumbrances of any nature save the hereinafter subordinated mortgages, and any encumbrances appearing on a certificate of municipal liens issued by the Town of North Reading.

4. No lot shall be released from this Covenant without first obtaining Board of Health approval for a sewage system on the lot. Copies of all approved septic designs shall be submitted by the Applicant to the Community Planning Department for grading approval. If, in order to obtain a permit for an approved disposal system from the Board of Health, fill or grading is required to the extent that, in the opinion of the Community Planning Department, the drainage pattern would be adversely affected, then the Community Planning Commission may require an amended plan and revised drainage calculations.
5. No lot will be released from the Statutory Covenant unless the Community Planning Department is satisfied that the entire septic system accessory to the principal dwelling is located entirely on the principal use lot, including any slope grading as may be required by Title 5 to support the septic system.
6. All drainage facilities and associated structures contained in each phase of construction (including iron pipe monumenting, grading, loaming, and seeding of the drainage easements) shall be completed to the satisfaction of the Community Planning Commission and, if subject to their jurisdiction, the Conservation Commission prior to any lot releases. In the event that any portion of this item is waived by the Community Planning Commission, a Certificate of Compliance pursuant to Chapter 131, Section 40 of the Massachusetts General Laws must be issued by the Conservation Commission and shall be required prior to release of drainage bond money and shall relate to any Order of Conditions pertaining to work involved in the construction of roads, and the entire drainage system, and any lot grading necessary to conform to the approved plan.
7. No lot shall be released from the Statutory Covenant prior to the completion of the water main connection from the end of \_\_\_\_\_ to \_\_\_\_\_, or the posting of an adequate performance security for the same as determined by the Community Planning Commission.
8. The construction of all ways and the installation of all municipal services shall be completed in accordance with applicable Rules and Regulations of the Commission before 2 years from date of approval, unless an extension of time is granted by the Commission. Failure to so complete without such an extension shall automatically rescind approval of the Plan, except that such rescission, if any, shall not affect those lots previously released from the Covenant and/or those roadways within the subdivision for which construction has commenced or been bonded.
9. This covenant shall take effect upon the endorsement of said Plan and shall be recorded with the Middlesex South Registry of Deeds; appropriate marginal reference shall be placed on the plan making reference to this Statutory Covenant.

Executed as a sealed instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_

Witness our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. \_\_\_\_\_, 2003

Then personally appeared the above \_\_\_\_\_ as aforesaid and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of The New Campbellton Realty Trust, before me

\_\_\_\_\_  
Notary Public  
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. \_\_\_\_\_, 2003

Then personally appeared the above-named \_\_\_\_\_ and 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: