

FORM F
COVENANT
(Revised 4/02)

The undersigned _____, hereinafter called the "Covenantor", having submitted to the Planning Board of the Town of Foxborough, a definitive plan of a subdivision entitled _____ does hereby covenant and agree with said Planning Board and the successors in office of said Board, pursuant and subject to the provisions of Massachusetts General Laws Ch. 41, Sec. 81U, as amended, as follows:

1. The Covenantor is the owner or is legally authorized to act on behalf of the owner of record of the premises shown on the above plan;
2. The undersigned or his/her respective heirs, executors, administrators, successors or assigns in title will not convey any lots nor petition for, nor take out any permit to do, nor will the undersigned do, any building, construction or reconstruction, on any lot within the subdivision described and referred to above until all the conditions of this Covenant have been fully performed as to such lot or lots **or** this Covenant has been canceled and discharged by the Board and is no longer of force an effect with regard to such lot or lots.
3. The undersigned agrees to record this Covenant in the Registry of Deeds for Norfolk County forthwith, and further agrees that reference to this Covenant and any condition required by the Board of Health or officer shall be referenced on said Plan; the undersigned shall forward a certified copy of the recorded Covenant to the Planning Board no later than twenty-one (21) days from the date this Covenant is executed by the Planning Board.
4. The construction on the lots approved shall be _____ and subject to applicable limitations contained in Massachusetts General Laws and shall otherwise conform to the Foxborough Subdivision Regulations and the Foxborough Zoning By-Laws as said By-Laws presently exist. The Covenantor agrees to all of the conditions found in the approval letter dated _____, 20__.
5. Nothing contained 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 above plan or of all lots not previously released by the Board.
6. A deed of any part of the subdivision in violation hereof shall be voidable by the grantee prior to the release of this Covenant but not later than three years from the date of such deed.

7. At the discretion of the Board, this covenant and the approval of the subdivision shall be revoked in the event such ways and municipal services are not completed on or before _____, 20__.

8. _____

It is the intention of the undersigned, and it is hereby understood and agreed, that this Covenant shall run with the land, included in the aforesaid subdivision and operate as a restriction upon said land during such time that it shall continue a binding obligation.

There are no mortgages of record or otherwise on any of the land in the aforesaid subdivision except as described below, and the present holders of said mortgages have assented to this contract prior to its execution by the undersigned.

Description of Mortgages - Give complete names and Registry of Deeds reference.

Assent of Mortgage _____

IN WITNESS WHEREOF, the undersigned, as aforesaid, does hereunto set his hand and seal this _____ day of _____, 20__.

Signature

COMMONWEALTH OF MASSACHUSETTS

Norfolk, SS _____, 20__

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

Notary Public
My commission expires _____