

Covenant

_____COVENANT

The undersigned, _____ of _____, Massachusetts, hereinafter called "Covenantor", the owner of certain property shown on a definitive plan of a subdivision in Stockbridge, Massachusetts, entitled _____, dated _____, revised _____, prepared by _____, and recorded with the Berkshire County Registry of Deeds, Middle District, in Plan Book _____, Plan _____, hereinafter called the "Subdivision", does hereby covenant and agree with the Stockbridge Planning Board that:

1. Construction of the _____ (roadways) and installation of municipal services shall be secured by a deposit of \$_____ which sum represents ten (10) percent of the total costs of the construction of the subdivision improvements.

2. The Covenantor shall not sell or convey any lot in the Subdivision or apply for a building or foundation permit, or erect or place any building or foundation on any lot in the Subdivision until the construction of ways and the installation of municipal services has been completed in accordance with the Stockbridge Subdivision Regulations, the decision of the Planning Board dated _____, and this Covenant.

3. The Covenantor shall complete all of the required improvements within the Subdivision, with the sole exception of the work listed on the Bond figures as item numbers _____, a copy of which Bond is attached hereto. At that time the Covenantor shall provide cash security in the amount of \$_____, a sum equivalent to the costs of those item numbers.

4. Such condition and Covenant shall be referred to on the plan and recorded at the Berkshire County Registry of Deeds, Middle District.

5. All work shall be completed within two (2) years from the execution and recording of this Covenant.

6. After the Covenantor has complied with the provisions of paragraph number 3 of this Covenant, the Covenantor may request in writing, lot releases for all lots within the subdivision. If the improvements have been completed to the satisfaction of the Board, pursuant to the provisions of the Board's decision, this Covenant, and the Stockbridge Subdivision Regulations, the Board will then execute and deliver to the Covenantor such releases which shall be recorded in the Berkshire County Registry of Deeds, Middle District.

7. If the Planning Board determines that the construction of ways and the installation of municipal services has not been completed to its' satisfaction, it shall specify to the Covenantor, in writing, the details wherein said construction or installation fails to comply with the decision of the Planning board, the Regulations, and this Covenant.

8. Nothing herein will be deemed to prohibit a conveyance by a single deed subject to this Covenant of the entire parcel of land shown on the subdivision plan.

9. There has been previously deposited with the Town of Stockbridge the cash amount of \$ _____, representing bonding for stone bounds (\$ _____), "as-built" plan (\$ _____), and street signs (\$ _____), as well as a non-refundable inspection fee in the amount of \$ _____, the receipt of which sum the Town of Stockbridge hereby acknowledges.

10. No lots pursuant to G.L.c.41, §81P shall be applied for or permitted until this Covenant is released.

11. This Covenant shall be binding upon the Covenantor, its successors and assigns and shall be deemed to be a covenant running with the land.

12. Covenantor represents and covenants that the undersigned is the owner in fee simple of all the land included in this Subdivision and that there are no mortgages of record or otherwise on any of said land, other than as set forth below.

In Witness Whereof, the undersigned, _____ does set his hand and seal this _____ day of _____.

Witness

Commonwealth of Massachusetts

Berkshire, SS _____

Then personally appeared the above-named Covenantor, and acknowledged the foregoing instrument to be his free act and deed before me.

Notary Public

My Commission expires:

Stockbridge Planning Board

Commonwealth of Massachusetts

Berkshire, SS _____

Then personally appeared _____, one of the above named members of the Stockbridge Planning Board, and acknowledged the foregoing instrument to be the free act and deed of said Planning Board, before me,

Notary Public

My Commission expires: