

Town of Plympton

**FORM D - COVENANT**

The undersigned \_\_\_\_\_  
of \_\_\_\_\_ county, Massachusetts, hereinafter called the "Convenantor",  
having submitted to the \_\_\_\_\_ Planning Board, a definitive plan of a subdivision, entitled  
\_\_\_\_\_ dated \_\_\_\_\_ made by \_\_\_\_\_  
does hereby covenant and agree with said Planning Board and the successors in office of said Board,  
pursuant to G.L. (Terr. Ed.) C. 41, Sec. 81 U, as amended, that:

1. The covenantor is the owner of record of the premises shown on said plan;
2. This covenant shall run with the land and be binding upon the executors, administrators, heirs, assigns of the covenantor, and their successors in title to the premises shown on said plan;
3. The construction of ways and the installation of municipal services shall be provided to serve any lot in accordance with the applicable Rules and Regulations of said Board before such lot may be built upon or conveyed, other than by mortgage deed; provided that a mortgagee who acquired title to the mortgaged premises by foreclosure of otherwise and any succeeding owner of the mortgaged premises or part thereof may sell any such lot, subject only to that portion of this Covenant which provided that no lot so sold shall be built upon until such ways and services have been provided to serve such lot.
4. Nothing herein shall be deemed to prohibit a conveyance subject to this covenant by a single deed of the entire parcel of land shown on the subdivision plan or of all lots not previously released by the Planning Board without first providing such ways and services:
5. This covenant shall take effect upon the approval of said plan;
6. Reference to this covenant shall be entered upon said plan and this covenant shall be recorded when said plan is recorded.
7. Expiration of this covenant shall be two (2) years from date of execution unless otherwise stated herein.

The undersigned \_\_\_\_\_  
wife, husband, of the covenantor hereby agree that such interest as I, we, may have in said premises shall be subject to the provisions of this covenant and insofar as is necessary release all rights of tenancy by the courtesy, dower, homestead and other interest therein.

EXECUTED as a sealed instrument this day of 19 \_\_\_\_\_

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

COMMONWEALTH OF MASSACHUSETTS

Then personally appeared \_\_\_\_\_ and acknowledged the foregoing instrument to be  
\_\_\_\_\_ free and deed before me

\_\_\_\_\_

NOTARY PUBLIC