

Town of Grafton, Massachusetts

Covenant

.2018

Grafton, Massachusetts

KNOWN ALL MEN, By these presents that the undersigned has submitted an application dated September 29 2016 to the Grafton Planning Board for approval of a definitive plan of subdivision of land entitled: Village at Institute Road, plan by (designer) Guerriere & Halnon, Inc., Dated 09/16/16 and owned by: D & F Afonso Builders Inc. address: 189 Main Street Milford MA land located: Westboro Road & Institute Road and showing (number) 46 proposed lots. The undersigned has requested the Planning Board to approve such plan without requiring a performance bond.

IN CONSIDERATION of said Planning Board of Grafton in the County of Worcester approving said plan without requiring a performance bond, the undersigned hereby covenants and agrees with the inhabitants of Grafton as follows:

1. That the undersigned is the owner in fee simple absolute of all the land included in the subdivision and that there are no mortgages of record or otherwise on any of the land, except for those described below, and that the present holders of said mortgages have assented to this contract prior to its execution by the undersigned.
2. That the undersigned will not sell or convey any lot in the subdivision or erect or place any permanent building on any lot until the construction of ways and installation of municipal services necessary to adequately serve such lot has been completed in accordance with the covenants, conditions, agreements, terms and provisions as specified in the following:
 - a. The Application for Approval of Definitive Plan
 - b. The subdivision Control Law and the Planning Board's Rules and Regulations governing this subdivision.
 - c. The certificated of approval and conditions of approval specified therein, issued by the Planning Board, dated 1/24/18
 - d. the definitive plan as approved and as qualified by the certificate of approval.
 - e. Other documents(s) specifying construction to be completed, namely:

However, a mortgagee who acquired title to the mortgaged premises by foreclosure or otherwise and any succeeding owner of the mortgaged premises or part thereof may sell or convey any lot, subject only to that portion of this covenant which provides that no lot be sold or conveyed or shall be built upon until ways and services have been provided to serve such lot.

4. That particular lots within the subdivision shall be released from foregoing conditions upon recording of a certificate of performance executed by the majority of the Planning Board and enumerating the specific lots to be released; and
5. That nothing 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 subdivision plan or of all lots not previously released by the Planning Board.
6. That the undersigned agrees to record this covenant with the Worcester County Registry of Deeds, forthwith, or to pay the necessary recording fee to the said Planning Board in the event the Planning Board shall record this agreement forthwith. Reference to this covenant shall be entered upon the definitive subdivision plan as approved.
7. A deed of any part of the subdivision in violation of the covenant shall be voidable by the grantee prior to the release of the covenant; but not later than three (3) years from the date of such deed, as provided in **Section 81-U, Chapter 41, M.G.L**
8. That this covenant shall be executed before endorsement of approval of the definitive plan by the Planning Board and shall take effect upon the endorsement of approval.
9. Upon final completion of the construction of ways and installation of municipal services as specified herein, on or before (Planning Board date for construction and installation to be completed) July 24, 2020 the Planning Board shall release this covenant by an appropriate instrument, duly acknowledged. Failure to complete construction and construction within the time specified herein or such later date as may be specified by vote of the Planning Board with a written concurrence of the applicant, shall result in automatic rescission of the approval of the plan. Upon performance of this covenant with respect to any lot, the Planning Board may release such lot from this covenant by an appropriate instrument duly recorded.
10. Nothing herein shall prohibit the applicant from varying the method of securing the construction of ways and installation of municipal services from time to time for from securing by one, or in part by one and in part by another of the methods described in **M.G.L., Chapter 41, Section 81-U**, as long as such security is sufficient in the opinion of the Planning Board to secure performance of the construction and installation: and

For title to the property, see deed from Commonwealth of Massachusetts, dated 07/13/2004 recorded in the Worcester County Registry of Deeds, Book 34122, Page 57, or registered in Worcester Land Registry as Document No. _____, and noted on certificate of title no. _____, in Registration Book _____, Page _____.

The present holder of a mortgage upon the property is (name) N/A of (address) _____. The mortgagee agrees to hold the mortgage subject to the covenants set forth above and agrees that the covenants shall have the same status, force and effect as though executed and record before taking of the mortgage and further agrees that the mortgage shall be subordinate to the above covenant.

Fatima Afonso (name), spouse of the undersigned applicant hereby agrees that such interest as I, we, may have in the premises shall be subject to the provisions of this

Covenant and insofar as necessary releases all rights of tenancy by the dower or homestead and other interests therein.

IN WITNESS WHEREOF we have hereunto set out hands and seals this (day) 17th of (month) July, 2018

Joane M. Capuzzello

D & F Afonso Builders, Inc
Domingos Afonso Pres.
by: Domingos Afonso its President

Joane M. Capuzzello

Fatima Afonso, Jr.
by: Fatima Afonso its Treasurer

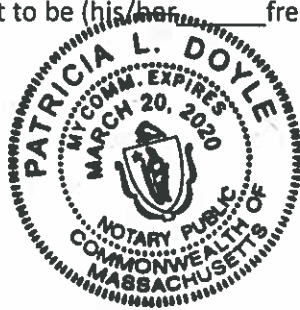
Acceptance by a Majority of the Planning Board of the Town of Grafton

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss

July 17, 2018

Then personally appeared before me the above named Domingos Afonso and acknowledged the foregoing instrument to be (his/her) free act and deed, as President of D & F Afonso Builders, Inc.

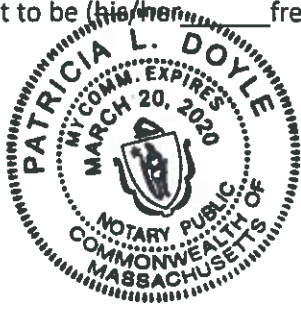


Signature of Notary Public Patricia L. Doyle
My commission expires 03/20/2020

Worcester, ss

July 17, 2018

Then personally appeared before me the above named Fatima Afonso and acknowledged the foregoing instrument to be (his/her) free act and deed, as Treasurer of D & F Afonso Builders, Inc.



Signature of Notary Public Patricia L. Doyle
My commission expires 03/20/2020

Signature of Owner

Signature of Spouse