



TOWN OF CHELMSFORD
PLANNING BOARD

**COMMON DRIVEWAY-PRIVATE WAY COVENANT
(FORM J)**

The undersigned (owner) _____ of (address) _____, hereinafter sometimes collectively referred to as “Declarant”, is/are the owners of that land shown as Lots _____ on (street name) _____, on a plan entitled _____, dated and prepared for (applicant) _____ by (engineering firm) _____ said plan to be recorded with the Middlesex North District Registry of Deeds herewith, said Plan may sometimes hereinafter be referred to as the “Subdivision Plan.”

In consideration of the approval of the Subdivision Plan, including the grant of certain waivers of the Rules and Regulations of the Chelmsford Planning Board, by the Planning Board, the Declarant hereby makes this Declaration of Covenants and restrictions as follows:

1. In consideration of the Planning Board’s waiver of certain requirements of the Planning Board’s Rules and Regulations, which waivers as referenced in the “Certificate of Approval of _____” dated _____ and recorded with the Middlesex North District Registry of Deeds herewith, the land shown as Lots _____ on said subdivision plan shall be subject to and with the benefit of the terms and conditions of this Common Driveway Covenant which shall run with the land and which shall be binding upon the owners of the said lots shown on the Subdivision Plan, and their respective heirs, successors and assigns.
2. The subdivision right of way, shown as _____ on the aforesaid Subdivision Plan was approved by the Planning Board subject to a waiver of normal requirements for a secondary minor street, and its place, a private way or common driveway shall be constructed. It is the intention of all of the parties that the private way shall be exclusively maintained by the owners of Lots _____ as shown on the Plan, and that the private way shall not be a public way or a street to be accepted by the Town of Chelmsford. In the event that the abutters to said private way petition or otherwise request that the Chelmsford Town Meeting accept the private way as a public way, and Town Meeting votes to accept same as a public way, the abutters to the street shall be required to improve the private way and bring it to the then existing Planning Board standards for a minor street within one (1) year of Town Meeting’s acceptance of same, and if said abutters fail to do so, the Town of Chelmsford is hereby authorized to construct the improvements so as to meet Planning Board’s standards and assess betterments or a lien upon said Lots _____ for the actual costs of said

construction and the owner for itself, its successors and assigns hereby assents to the imposition of said liens.

3. The Declarant covenants and agrees that the lots in the Subdivision shall be accessed by a private way. The private way is to be used for all purposes for which driveways are commonly used in the Town of Chelmsford, except that no parking of vehicles (except emergency vehicles) shall be allowed within said private way area, and it may further be used as access for domestic utilities to serve the homes located on Lots _____, except that said utilities are not to be placed so as to obstruct the passage of vehicles over the private way.
4. The following covenants are declared for the purpose of providing a means for the continuous year-round maintenance of the private way so as to provide convenience of the owners of the lots and to provide moving, construction, delivery and maintenance vehicles:
 - a) The culverts and drains shall be installed by the Declarant, or its successors and/or assigns, and the driveway, drains and culverts shall be maintained in such a manner as to insure continuous year-round access.
 - b) Brush and foliage which might obstruct vision shall be removed and cleared regularly.
 - c) Snow shall be removed in such a manner as to insure continuous year-round access and the private way shall be salted and sanded when necessary (except that it may be further regulated by orders of the Town of Chelmsford Conservation Commission or other regulatory agencies).
 - d) The owner of Lots _____ benefiting from the private way shall pay his or her pro rata share of the cost of maintenance, repair, reconstruction and replacement of the private way, the cost of snow removal and winter maintenance, and the cost of operation of street lights, which may be added from time to time. The owners of each lot shall be jointly and severally liable for these costs and expenses.
4. The Owner shall install a street sign for proper identification of the private way and the Owner, his successors and assigns shall be responsible for the maintenance or replacement of the street sign. The sign and placement of said sign shall be approved by the Town of Chelmsford Department of Public Works and shall be consistent with street signs as required under Subdivision Rules and Regulations and road standards of the DPW.
5. This covenant shall not prevent relocation of the common boundary between lots shown on the Subdivision Plan, and easements may be granted over, across and under said parcels without causing a violation of this Covenant. However, this Covenant shall, in no way, be considered to be a waiver of the requirements of the Subdivision Control law.
6. This Covenant shall prevent the further extension of the streets shown on the Subdivision Plan or the further subdivision of any lot shown on the Subdivision Plan unless a new Definitive Subdivision Plan is filed and approved by the Planning Board.
7. This Covenant shall create the rights in the Town of Chelmsford Planning Board and its successors in office of said Board and shall not be released, amended or modified except with the approval of the Planning Board by a majority vote.
8. This Covenant shall be in addition to Planning Board Covenant Form E and shall not be deemed as a release of any requirements of the Form E Covenant except as to specific waivers of the Planning Board Rules and Regulations as set forth in the Certificate of Approval of the

Subdivision.

The Declarant shall cause this covenant to be recorded within the chain of title of the property prior to any work being performed on the site under the Subdivision Approval and a certified copy of the recorded covenant shall be filed with the Planning Board prior to issuance of any building permits on the premises.

IN WITNESS WHEREOF the undersigned owner as aforesaid does hereto set his hand this

_____ day of _____.

By: _____
Signature of owner

Signed in the presence of:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of _____, _____, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, _____ to be the person whose name is signed on the preceding/attached document, and acknowledge to me that he/she signed it voluntarily for its stated purpose.

Notary Public:
My Commission Expires:

DESCRIPTION OF MORTGAGES:

The above named mortgages hereby assent to the terms of this covenant and hereby subordinate their security interests to this covenant.

Date: _____ Name of Mortgagee: _____

By: _____ Title: _____

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of _____, _____, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, _____ to be the person whose name is signed on the preceding/attached document, and acknowledge to me that he/she signed it voluntarily for its stated purpose.

Notary Public:
My Commission Expires:

PLANNING BOARD

The foregoing Covenant was accepted and approved by the Town of Chelmsford Planning Board at a duly held meeting on (date) _____ by a vote of majority of said Board.

_____ Date: _____

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of _____, _____, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, _____ to be the person whose name is signed on the preceding/attached document, and acknowledge to me that he/she signed it voluntarily for its stated purpose.

Notary Public:
My Commission Expires:

/jm
9/29/05