

**RESTRICTIVE COVENANTS**

WHEREAS, ..... is a Connecticut corporation/partnership having its principal place of business at ..... (hereinafter, "Owner"); and

WHEREAS, Owner is the owner, in fee simple, of real property located in the Town of Willington, County of Tolland, and State of Connecticut, being ..... , said real property being more particularly described on Schedule A, attached hereto and made a part hereof (hereinafter, "the Property"); and

WHEREAS, a Subdivision known as ... has been approved by the Willington Planning and Zoning Commission on the Property, which approval is predicated upon certain plans and other application materials, and which is subject to the Subdivision Regulations of the Town of Willington (hereinafter, "the Regulations") and to certain conditions or modifications as may be disclosed in the records of the said Commission (hereinafter, "the Subdivision"); and

WHEREAS, the Subdivision requires the construction of certain improvements, which improvements are required to be bonded in accordance with [Section 2.2.3 for Subdivisions under the old Regulation; or Chapter V, Section 2 of the new Regulations] of the Regulations prior to the endorsement and filing of the Subdivision in the Office of the Willington Town Clerk; and

WHEREAS, the parties acknowledge that the purpose of such bonding is to guarantee the construction of all improvements in the Subdivision, and compliance with the Regulations, the Subdivision plans and submissions, the conditions and modifications of approval, and similar requirements applicable to the Subdivision, prior to the offering of any lot in the Subdivision for sale or development; and

WHEREAS, the Subdivider desires to postpone the posting of said bonds, and the Commission has indicated a willingness to accept such postponement provided that Subdivider and Owner are willing to covenant that no lots in the Subdivision shall be conveyed, under any circumstances, to any party, until the required bonds are posted.

**NOW, THEREFORE, ....** declares and covenants that none of the lots in the Subdivision shall be conveyed to any party, other than the Town of Willington, prior to the submission to, and approval by, the Willington Planning and Zoning Commission of suitable bonds for Subdivision improvements, in accordance with the Regulations. The lots may be encumbered by mortgages junior in right to this Covenant. .... further declares and covenants that no construction activity of any kind, including but not limited to the clearing, grading, or excavation of land, shall occur on the Subdivision property prior to the posting of such bonds. This Covenants shall run with the land and shall be binding on all persons claiming title to said premises under Owner.

**IN WITNESS WHEREOF, ....** has caused this instrument to be executed in his/her/their/its name, on this      day of      , 1997.

**IN WITNESS WHEREOF, .....** has caused this instrument to be executed in his/her/their/its name, on this      day of      , 1997.

Signed, Sealed and Delivered  
in the Presence of:

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STATE OF CONNECTICUT)

) ss.

, 1997

COUNTY OF )

Personally appeared ....., signer and sealer of the foregoing instrument and acknowledged the same to be his/her free act and deed before me, the undersigned officer.

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Commissioner of the Superior Court  
Notary Public/Justice of the Peace  
My Commission Expires:

STATE OF CONNECTICUT)

) ss.

, 1997

COUNTY OF )

Personally appeared ..... , signer and sealer of the foregoing instrument and acknowledged the same to be his/her free act and deed as such ..... , and the free act and deed of said corporation/partnership, before me, the undersigned officer.

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Commissioner of the Superior Court  
Notary Public/Justice of the Peace  
My Commission Expires:

NOTES:

THIS COVENANT MUST BE ACCOMPANIED BY A CURRENT CERTIFICATE OF TITLE INDICATING THAT THE PROPERTY IS IN THE NAME OF THE "OWNER" AND IS FREE AND CLEAR OF ANY AND ALL ENCUMBRANCES (SUCH AS LIENS, ATTACHMENTS, MORTGAGES) WHICH MIGHT IMPAIR ITS PRIORITY IN RIGHT; OR SUBORDINATION AGREEMENTS FOR ANY SUCH ENCUMBRANCES.

THIS ENCUMBRANCE MUST BE FILED IN THE LAND RECORDS, INDEXED UNDER THE NAME OF THE OWNER. IT SHOULD BE FILED FOLLOWING THE FILING OF THE ENDORSED SUBDIVISION MAPS AND ANY DEEDS OF OPEN SPACE. DEEDS TO ROADS, DRAINAGE EASEMENTS, AND OTHER RIGHTS INCIDENTAL TO A NEW ROAD, SHOULD NOT BE FILED UNTIL ACCEPTANCE OF THE COMPLETED ROAD (THOUGH THE DEEDS CAN AND SHOULD BE HELD IN ESCROW).

IT IS THE RESPONSIBILITY OF THE BONDED PARTY (BE IT OWNER OF SUBDIVIDER OR DEVELOPER) TO INSURE COMPLIANCE OF ALL SUBDIVISION IMPROVEMENTS AND CLEAR TITLE TO THE ROAD AND APPURTENANT EASEMENTS UPON ACCEPTANCE. IF THE BONDED PARTY IS NOT THE OWNER OF DEVELOPER, IT IS INCUMBENT ON THE BONDED PARTY TO NEGOTIATE SUITABLE CONTRACTUAL AGREEMENTS WITH THE OWNER AND DEVELOPER. BONDS WILL BE CALLED, OR WILL NOT BE RELEASED, REGARDLESS OF THE INDEMNITY OF THE PARTY CAUSING COMPLIANCE, INCLUDING THE OWNER OF AN INDIVIDUAL LOT.

THE USE OF THIS COVENANT IN LIEU OF BONDING IS NOT AUTHORIZED BY EITHER THE FORMER OR CURRENT SUBDIVISION REGULATIONS. IT HAS BEEN PREPARED TO ACCOMMODATE A PRACTICE SPORADICALLY FOLLOWED BY THE COMMISSION AT THE EXPRESS URGING OF SUBDIVIDERS. THE USE OF THIS COVENANT IS ENTIRELY AT THE SUBDIVIDER'S AND OWNER'S RISK, AND ANY JUDICIAL DETERMINATION OF INVALIDITY OF THIS COVENANT SHALL REQUIRE THE IMMEDIATE POSTING OF BONDS BY THE SUBDIVIDER OR OWNER.