

**NEWBURY PLANNING BOARD**

**FORM D  
Restrictive Covenant**

Two copies of this form, filled out and signed by the owner of record, should be submitted before endorsement of the approval plan.

\_\_\_\_\_, 20\_\_\_\_\_  
(Date of Filing)

To the Planning Board:

The undersigned, hereinafter called the "Covenanter", having submitted to the Newbury Planning Board, a definitive plan of a subdivision, entitled

\_\_\_\_\_  
dated \_\_\_\_\_, 20\_\_\_\_ made by \_\_\_\_\_

does hereby covenant and agree with said Planning Board and the successors in office of said Board, pursuant to G.L. (Ter. Ed.) C. 41, Sec. 81U, as amended, that:

1. The Covenanter is the owner of record of all the land included in aforesaid subdivision and that there are not mortgages of record or otherwise on any of said land, except such as are described below and subordinated to this covenant, and the present holders of said mortgages have assented to this covenant prior to its execution by the undersigned;
2. The covenant shall run with the land and be binding upon the executors, administrators, heirs, assigns of the covenanter, 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 acquires title to the mortgaged premises by foreclosure or 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 provides 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 all lots not previously released by the Planning Board without first providing such ways and services;
5. The Covenanter shall complete to the satisfaction of the Planning Board the construction of ways and installation of municipal services on or before (date) \_\_\_\_\_; failure to do so may, at the option of the Board, result in rescission of approval in accordance with G.L. Chap. 41, Sec. 81W. Said rescission shall in no way release Covenanter from the agreements of Paragraphs 1, 2 and 3 above.
6. The Covenanter hereby agrees to remain solely responsible for maintaining the access to the released lots. This includes but is not limited to an acceptable snow removal and sanding program. This agreement will remain in effect unless otherwise changed by acceptance of the way by Town Meeting vote.

**NEWBURY PLANNING BOARD**

**FORM D (CONT'D.)  
Restrictive Covenant**

7. Reference to this covenant is inscribed on the plan as follows: "The lots shown hereon are subject to a covenant with the Town of Newbury dated \_\_\_\_\_, 20\_\_\_\_ and recorded herewith."

Description of Mortgages:

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(Give complete names and Registry of Deeds reference)

Assents of mortgagees:

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EXECUTED as a sealed instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Owner's Signature\*

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Owner's Address

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COMMONWEALTH OF MASSACHUSETTS

Essex ss. \_\_\_\_\_, 20\_\_\_\_\_

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

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

\* In the case of more than one owner, all owners must sign.