

**FORM H**

**RESTRICTIVE COVENANT**

In consideration of the Gardner Planning Board approving a plan of land located in Gardner, Worcester County, Massachusetts entitled \_\_\_\_\_, dated \_\_\_\_\_ and last revised \_\_\_\_\_, without requiring a performance bond, the undersigned covenant and agrees with the City of Gardner as follows:

1. The undersigned represents and covenants that the undersigned is the owner\* in fee simple of all the land included in the subdivision and that there are no mortgages of record or otherwise on any of said land, except for those described below and subordinated to this covenant, and that the present holders of said mortgages have assented to this covenant prior to its execution by the undersigned.
2. Except as otherwise expressly provided in Section 81-U of Chapter 41, M.G.L., no lot included in such plan shall be built upon or conveyed until work on the ground necessary to serve such lot has been completed, or a performance bond or other security in lieu of completion has been accepted by this Planning Board; and in accordance with the covenants, conditions, agreements, terms and provisions contained in the following:
  - a. The Subdivision Control Law and the Rules and Regulations Governing the Subdivision of Land, Gardner, Massachusetts, adopted by the Planning Board.
  - b. The Certificate of Approval and the conditions of approval specified therein, issued by the Planning Board, dated \_\_\_\_\_.
  - c. The Definitive Plan as approved and as qualified by the Certified of Approval.
  - d. Other document(s), namely:  
\_\_\_\_\_  
\_\_\_\_\_
3. The undersigned will expeditiously and diligently proceed to construct the ways shown on the aforesaid plan and in the event that the Board concludes, in its sole discretion, that the undersigned is not so constructing such ways, the undersigned shall provide additional security other than this covenant sufficient in the Board's opinion for the construction and completion of such ways and services as shown on the aforesaid plan or for a portion thereof. Such additional securities shall comply with the requirements of the City's Subdivision Rules and Regulations, provided, however, that the Board shall determine the date by which the work, for which additional security must be posted, shall be completed.
4. This covenant shall be binding upon the executors, administrators, devisees, heirs, successors and assigns of the undersigned and shall constitute an agreement running with the land.
5. It is understood and agreed that lots within the subdivision shall, respectively, be released from the foregoing conditions upon the recording of a certificate of release executed by a majority of said Planning Board and enumerating the specific lots to be so released.
6. 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.

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\* If there is more than one owner, all must sign.

7. 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 or convey any lot, subject only to that portion of this covenant which provides that no lot be sold or conveyed or built upon until ways and services have been provided to serve such lot.
8. This covenant shall be executed before endorsement of the approval of the definitive plan by the Planning Board and shall take effect upon such endorsement.
9. The undersigned agrees to record this covenant with the Worcester County Registry of Deeds, forthwith. Reference to this covenant shall be entered upon the definitive subdivision plan as approved.
10. Upon final completion of the construction of ways and installation of municipal services as specified herein, on or before (enter date) \_\_\_\_\_, the Planning Board shall release this covenant by an appropriate instrument, duly acknowledged. Failure to complete construction and installation within the time specified herein or such later date as may be approved by the Planning Board, shall constitute reason for rescission by the Board of the approval of the Plan.

IN WITNESS WHEREOF, the undersigned, applicant as aforesaid, does hereunto set his hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Owner(s)/Applicant(s)

Description of Mortgages: \_\_\_\_\_

(Give complete names and Registry of Deeds reference.)

Assent of Mortgagees

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

**COMMONWEALTH OF MASSACHUSETTS**

Worcester, ss \_\_\_\_\_, 20\_\_

Then personally appeared the above named \_\_\_\_\_ and \_\_\_\_\_ acknowledged the foregoing instrument to be his/her free act and deed.

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

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

Approved and accepted by the Gardner Planning Board:

\_\_\_\_\_ Date: \_\_\_\_\_

- Original: Registry of Deeds or Land Court
- Copy to: Applicant/Owner
- Planning Board
- City Clerk
- Registry of Deeds or Land Court
- Building Commissioner
- City Engineer