

Restrictive Covenant for Vehicles Larger Than WB-50

**WHEREAS,** \_\_\_\_\_ a New Jersey  
(Property Owner and/or Applicant Name)  
\_\_\_\_\_ with offices at \_\_\_\_\_  
(Address)  
\_\_\_\_\_ is the owner of the premises designated as  
(Address)  
Lot(s): \_\_\_\_\_ in Block(s): \_\_\_\_\_ as shown on the Tax Map of the  
Township of \_\_\_\_\_, County of Middlesex, State of New Jersey,  
and;

**WHEREAS,** as a condition of the approval of the site plan and/or subdivision  
granted by the Development Review Committee of the Middlesex County Planning  
Board, said approval dated \_\_\_\_\_, 20 \_\_\_\_, and said approval requires the filing  
of a Restrictive Covenant which requires the lot owner(s) and/or leased occupant(s) to  
pay for any and all such damage to public improvements along the property frontage of  
the County Road resulting from vehicles larger than WB-50 entering or exiting the  
Development.

**NOW, THEREFORE,** in consideration of the promises, covenants, conditions  
and other good valuable considerations; of the site plan and/or subdivision application  
entitled, " \_\_\_\_\_  
(The Complete Title Block of the Approved Plans)  
\_\_\_\_\_ "and date \_\_\_\_\_ and revised through \_\_\_\_\_; hereby  
declares that said, Lot(s): \_\_\_\_\_ in Block(s): \_\_\_\_\_,  
herein the above description, shall be held, sold and conveyed subject to the following  
restrictions, covenants, conditions and easements which shall run with the land and be  
binding upon all parties who have any right, title or interest in the land, or any part  
thereof, their heirs, executors, administrators, successors and assigns and shall insure to  
their benefit; and the benefit of the Middlesex County Planning Board;

1. The lot owner(s) and/or leased occupant(s) hereby acknowledge and agree that the ingress and egress driveway for the development along the County Road has been designed for a maximum vehicle size of WB-50. The Applicant's Engineer has expressed that vehicle sizes larger than WB-50 are not anticipated to access the site. However, they acknowledge that there is no way of ensuring that it will not occur.
2. In the event that there is evidence of a vehicle larger than a WB-50 that causes damage to the public improvements along the development frontage while entering or exiting the Development, the lot owner(s) and/or leased occupant(s) acknowledge that they will be responsible for the repair of the damaged public improvements.
3. In the event that the lot owner(s) and/or leased occupant(s) shall fail to repair the damage to the public improvements along the County Road as set forth herein, The designee of the County of Middlesex and /or the Middlesex County Planning Board may serve a written notice to the lot owners and/or leased occupants setting forth the manner in which the lot owner(s) and/or leased occupant(s) has failed to repair the damaged public improvements, and said notice shall include a demand that such repairs to be made within thirty-five (35) days thereof. If the repairs to the public improvements set forth in the original notice or in the modification thereof shall not be corrected within said thirty-five (35) days or any permitted extension thereof, the County of Middlesex, may make the necessary repairs for such period of time as the County may determine in its sole judgment.

**IF**, the County makes the necessary repairs at its discretion, then any cost and expenses including fees from Counsel in the above noted process shall be at the sole cost and expense of the lot owner(s) and/or leased occupant(s). The County and/or its agents and/or its designees shall be held harmless and free of any liability of any kind whatsoever by the lot owners and/or leased occupants.

IN WITNESS WHEREOF, \_\_\_\_\_ has signed, sealed  
and delivered the Restrictive Covenant on \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

**ATTEST:**

**APPLICANT/OWNER:**

\_\_\_\_\_  
(Type Name of Person Attesting Witness and Title)  
Date: \_\_\_\_\_

\_\_\_\_\_  
(Type Name of Person, Corporation and Title)  
Date: \_\_\_\_\_

Signed and sworn to before me on  
\_\_\_\_\_ 20\_\_\_\_.

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

*The name and address of the person to whom this document will be returned  
to after the filing must be indicated on the back of the document.*

**CORPORATE  
ACKNOWLEDGMENT**

**STATE OF NEW JERSEY:**

**SS:**

**COUNTY OF MIDDLESEX:**

I certify that on this day \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_ personally came before me and this person acknowledged, under oath, to my satisfaction, that:

- A) This person is \_\_\_\_\_ the **Secretary of**  
\_\_\_\_\_, the **Corporation**  
described in the foregoing documents;
  
- B) This person is the attesting witness to the signing of the said documents by the proper Corporate Officer who is \_\_\_\_\_, the  
\_\_\_\_\_, **President of the Corporation;**
  
- C) The documents were signed and delivered by the corporation as its voluntary act duly authorized by a proper corporate resolution;
  
- D) This person knows the proper seal of the Corporation, which was affixed to said documents; and
  
- E) This person signed this proof to attest to the truth of these facts.

\_\_\_\_\_  
Print Name of Attesting Witness and Title

Signed and sworn to before me on  
\_\_\_\_\_ 20\_\_\_\_,

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

**PARTNERSHIP  
ACKNOWLEDGMENT**

**STATE OF NEW JERSEY:**  
**SS:**  
**COUNTY OF MIDDLESEX:**

I certify that on this day \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_ personally came before me and appeared \_\_\_\_\_, and known to me to be one of the members of the firm of \_\_\_\_\_, described herein and who executed the foregoing instruments, and acknowledged to me that they executed the same as the act and deed of said firm.

\_\_\_\_\_  
Print Name of Attesting Witness and Title

Signed and sworn to before me on  
\_\_\_\_\_ 20\_\_\_\_.

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

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**INDIVIDUAL  
ACKNOWLEDGMENT**

**STATE OF NEW JERSEY:**  
**SS:**  
**COUNTY OF MIDDLESEX:**

I certify that on this day \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_ personally came before me and appeared \_\_\_\_\_, and known to me to be one the person described herein and who executed the foregoing instruments, and acknowledged to me that he/she executed the same as.

\_\_\_\_\_  
Print Name of Attesting Witness and Title

Signed and sworn to before me on  
\_\_\_\_\_ 20\_\_\_\_.

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

*Revised 11/22/16*



