

Prepared By: Michael Fedun, Esquire

## **RESTRICTIVE COVENANT**

Made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (hereinafter the Grantor), owner of \_\_\_\_\_  
\_\_\_\_\_, known as Lot \_\_\_\_\_, Block \_\_\_\_\_,  
on the tax map of the Township of Hopewell, (hereinafter the Property) a unit in the association  
known as Wellington Manor Homeowners Association, Inc.

### **WITNESSETH:**

In consideration of the approval of the Board of Trustees of Wellington Manor Homeowners Association, Inc., (hereinafter Association) the Grantor hereby restricts the Property in the manner set forth below. The Property was conveyed to the Grantor herein by deed from \_\_\_\_\_, dated \_\_\_\_\_ and recorded on \_\_\_\_\_ in the office of the Mercer County Clerk in Deed Book \_\_\_\_\_, Page(s) \_\_\_\_\_.

The Property described above is hereby restricted in that the Grantor and their heirs and assigns shall indemnify and hold harmless the Association for any and all costs, damage, maintenance and replacement responsibility of the Property where the installation, removal and maintenance results from, directly or indirectly, the installation and/or removal by the Grantor of solar panels and associated materials on the roof of the Property.

The Grantor is responsible for the upkeep, maintenance and repair of the improvements, as are any and all subsequent owners of the Property. All costs are to be borne by the Grantor.

The Property described above is further restricted in that the said installation and/or removal and any resulting maintenance requirements shall be done by a qualified contractor, licensed where appropriate. Said contractor shall also provide the Association with a certificate of insurance in an amount set by the Association.

This Restrictive Covenant is completed by the Grantor and forwarded to the Board of Trustees for filing with the Mercer County Clerk's office. A check made payable to the Clerk for the proper amount of the filing fee shall accompany the Restrictive Covenant.

The Property described above is hereby further restricted in that the Grantor herein and their heirs and assigns shall not remove this Restrictive Covenant without prior written approval of the Board of Trustees.

Any purchaser of the Property will be required to execute and be bound by a Hold Harmless Agreement in the form and substance as attached to this Restrictive Covenant as Exhibit A.

**IN WITNESS WHEREOF**, the Grantor has hereunto signed and sealed their name.

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Grantor

STATE OF NEW JERSEY )  
 ) SS:  
COUNTY OF MERCER )

Be it remembered that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me appeared \_\_\_\_\_, who I am satisfied is the Grantor(s), named in and who executed the within instrument, and thereupon acknowledged that they signed, sealed, and delivered the same as his act and deed, for the purposes therein described.

---

Notary Public  
(Seal)

**RECORD AND RETURN TO:**

Singer & Fedun, L.L.C.  
P.O. Box 134  
2230 Route 206  
Belle Mead, New Jersey 08502