**DEED RESTRICTION TEMPLATE**

THIS DEED RESTRICTION is made this **\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_** by **name(s) and all aka’s\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and, if applicable, representing the Estate of (name),\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **whose post office address is** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (hereinafter referred to as the “Grantor”, which includes the plural of the word where the context requires, and shall, unless the context clearly indicates otherwise, include the Grantor’s heirs, administrators, legal representatives, devisees, successors, and assigns) and hereby imposes the following deed restrictions on the land and all buildings and structure on the land in the Borough of Oakland, County of Bergen and State of New Jersey as is more fully set forth and described on **Schedule A** hereto (called the “Property”).

Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of Oakland

**Block No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Lot No. \_\_\_\_\_\_\_\_\_\_**

**The street address of the property is:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Grantor acknowledges and agrees to the following:

The system technology installed on the Property is identified as an Advanced Wastewater Pretreatment Device (hereinafter referred to as the “System”) and **is manufactured by** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, in accordance with the requirements of N.J.A.C 7:50-10.21 *et seq.* which regulates alternate design septic systems such as the subject System. The owner of the Property is obligated to at all times utilize the System in a manner which is consistent with the Homeowner’s Operation and Maintenance Manual prepared by the **manufacturer, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** for the System.

The Property owner is further obligated to maintain an Operation and Maintenance Service Contract (“Service Contract”) for the servicing and maintenance of the System, which has been approved by the Board of Health of the Borough of Oakland, New Jersey, with the **manufacturer, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** or its agent during the life of the System.

The Property owner is further obligated to maintain the system during the life of the system in accordance with the specifications of **the manufacturer,**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and N.J.A.C. 7:9A 12.3(e) 2, and with respect thereto the following inspections are required:

The System shall be inspected by an authorized service provider in accordance with the Service Contract on the following schedule, at a minimum during life of the System:

i. **No. times \_\_\_\_\_\_\_\_within \_\_\_\_\_\_\_\_\_\_days** following the initial startup of the System;

ii. **Subsequent to initial inspection, as listed in service contract**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

iii. At the time of transfer of the property with the new System owner; and

iv. Inspections shall be conducted on a more frequent basis if required by the manufacturer

or System integrator, as applicable.

The terms of this Deed Restriction shall be enforced by and run in favor of the Local Board of Health of the Borough of Oakland, New Jersey.

In addition, the Property owner is obligated to provide access for the purpose of monitoring and maintenance of the system to the local board of health and its agents, the State of New Jersey Environmental Protection Agency and its agents, **the manufacturer,** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and its agents, the operation and maintenance service firm and the effluent sample collection technician for the purpose of complying with the provisions of N.J.A.C. 7:50-10.21 *et. seq.*

This Deed Restriction shall run with the land for the life of the System and shall be binding upon the Grantor, tenants and any subsequent owners and tenants of the Property, their successors, heirs or assigns. Any lease of the Property shall be subject to this restriction.

IN WITNESS WHEREOF, I hereby set my hand this **\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.**

Witness by:

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Seal)**

**Attorney’s name printed: Owner, all AKA’s, Executor of Decedent’s estate, if applicable**

STATE OF NEW JERSEY }

} SS:

COUNTY OF BERGEN }

I certify that on **the \_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_, (owners, aka’s, Executor of decedent’s estate)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.,** personally came before me and stated to my satisfaction that this (these) person (s):

(a) was/were the maker of this Deed;

(b) executed this Deed in his capacity as the owner, personal representative of the deceased

Owner or ; and,

(c) made this Deed for less than **$\_\_\_\_\_\_\_\_\_\_\_\_\_** as the full and actual consideration paid or

to be paid for the transfer of title. (Such consideration is defined in N.J.S.A.

46:15-5.)

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

Attorney’s Name:

An Attorney-at-Law of the State of New Jersey

RECORD & RETURN TO:

Attorney’s name and address:

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

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

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