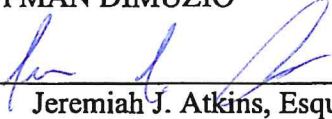


PREPARED BY:  
HOFFMAN DIMUZIO

By:   
Jeremiah J. Atkins, Esquire

TIMBERCREST HOMEOWNERS' ASSOCIATION  
MANTUA TOWNSHIP  
Amended Fee Simple Deed Restrictions—June 2022

I. **RESTRICTIONS.** In order to preserve the character of Timbercrest as a residential community for the protection of the value of the lots and homes thereon, the Declarant hereby declares that the property and Lots submitted to this Declaration shall be subject to all covenants, easements and restrictions of record to the following restrictions and covenants, all of which shall run with the land.

- (a) No Lot shall be used for any purpose other than as and for a single family town home residence.
- (b) There shall be no obstruction of access to any Common Property, the use of which shall be in accordance with this Declaration, the Bylaws and any Rules and Regulations promulgated by the Board.
- (c) **Nuisances.** No noxious, unlawful or offensive activity of any character whatsoever, including, but not limited to, storage or collection of rubbish or storage of materials emitting foul or obnoxious odors, or the harboring of the source of any noise or activity which unreasonably disturbs the peace, comfort or serenity of the Owners shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No gasoline, kerosene, or other inflammable materials or articles deemed hazardous to life, limb or property shall be stored upon a Lot or the Property without obtaining written consent of the Board.
- (d) **Signs.** No signs, other than signs advertising the Lot(s) for sale or rent, or political signs that fall under certain conditions and timing (documented in the following subsections), shall be erected or displayed on the lots.

Allowances for political signs will be made under the following conditions:

Signs will be permitted only in the doorways and first floor windows of Timbercrest homes within thirty (30) days of a political campaign election day. Political signs are not permitted in any other area of the property (such as in the ground or near the sidewalk).

Political signs will be removed within 24 hours of election conclusion.

Yard signs are permitted for birth, birthday, and graduation announcements for a maximum duration of fourteen (14) days at which point such signs shall be removed by the owner.

Failure to comply with said rules could result in the confiscation of violating sign (which will be returned to the owner).

- (e) Commercial Vehicles. No commercial vehicles or other vehicles bearing commercial plates, or non-passenger vehicles or accessories may be kept or parked on the street in front of any Lot or on any portion of any Lot which is closer to the street than the front wall of the residential home erected on such Lot unless it is fully enclosed within the garage on such Lot.
- (f) Livestock and Poultry. No animals, livestock, pigeons, or poultry of any kind shall be raised, bred or kept on any Lot or in any home, except that dogs, cats and other common household pets (no exotic pets) may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Animals shall not be housed outside of any home.
- (g) Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish or any type of waste, including garden waste. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Notwithstanding the foregoing, this shall not preclude the use of a sanitary compost pile.
- (h) Storage. No exterior front portion of any Lot shall be used for storage of any kind. This includes driveways and porches.
- (i) Parking. No Owner shall park, store or keep any vehicle, except wholly within the driveway or garage located upon his Lot or within designated parking areas, or in accordance with the Rules and Regulations. All inoperable vehicles shall be parked wholly within the garage.
- (j) Lawns. No weeds, vegetation, rubbish, debris, garbage, waste materials or materials of any kind whatsoever shall be placed or permitted to accumulate on any Lot which would be unsanitary, unsightly, offensive or detrimental to any Lot in the vicinity thereof. Grass, hedges, shrubs and plantings of all types shall be kept trimmed and shall at regular intervals be mowed, trimmed and cut so as to appear neat and attractive. Trees, shrubs, vines and plants which die shall be promptly removed. Lawns shall be mowed at least twice a month between April 15 and November 15 of each year. It is the responsibility of each Owner to perform this work. Should this work not be performed and a citation be issued by Mantua Township, the Association shall perform the required work to ensure that the premises complies with the applicable Township ordinances. The cost of such

work in addition to a surcharge shall be a special assessment against the particular Lot and shall be a continuing lien upon the property in accordance with the Timbercrest Owners Association Declaration of Covenants and Restrictions. A blanket, perpetual and non-exclusive easement to the Association, in, upon, over, under, across and through the Lots and Property for the purpose of edging, fertilizing, weed control and the like, which easement shall be for the benefit of the Association and which creates a right not an obligation for the Association. No lawn ornaments shall be permitted. The removal of snow shall be the responsibility of each Owner at his own cost and expense. This includes any sidewalks along the frontage of a Lot.

- (k) Temporary Structures. No structure of a temporary character, including, without limitation the generality thereof, trailer, tent, shack, garage, barn or other outbuilding, shall be used on any Lot at any time as a residence.
- (l) Detached Buildings. No detached accessory buildings, including, but not limited to, detached garages and storage buildings, shall be erected, placed or constructed upon any Lot unless prior approval of the Board has been received.
- (m) Fences. No fence, wall or other obstruction shall be erected, placed or constructed upon any Lot other than those fences or fence types allowed by applicable Mantua Township Zoning Ordinances.
- (n) Utilities. All electrical, gas, telephone, and television service and other utilities shall be supplied by underground service and no poles or above ground wires shall be permitted. No radio or television aerial, antennae, tower or transmitting or receiving aerial, antennae, tower or support thereof shall be erected, installed, placed or maintained upon any Lot.
- (o) Laundry. No laundry, wash, bedding or similar item shall be dried or hung on any Lot.
- (p) Wells. No well for the production of, or from which there is produced, water, oil, gas or any other substance shall be dug or operated anywhere within the Property.
- (q) Excavation. No Owner shall commence any digging, earthmoving, or regrading operations of any nature whatsoever without first obtaining permission of the Board, the Township of Mantua and any affected utility company. This is intended as a protection against inadvertent destruction of surface drainage, underground services and creation of a nuisance to other Owners. This restriction shall not apply to the planting of trees and shrubs within planting beds installed by the Developer, but shall apply to planting of trees and shrubs elsewhere on the Lots.

- (r) **Insurance.** Nothing shall be done or kept in or on any Lot or in any home on a Lot which will increase the rate of insurance maintained by other Owners or the Association, nor result in the cancellation of such insurance.
- (s) **Garages.** No garage may be converted to living space. Every garage shall be kept usable as a garage for passenger motor vehicles.
- (t) **Rental.** Homes shall not be rented by the Owners thereof for transient or hotel purposes, which shall be defined as: (i) rental for any period less than 180 days, or (ii) any hotel services, such as (but not exclusively limited to) room service, laundry and linen services and/or bellboy services, except that any Owner may rent a home for a period of less than 180 days to a bona fide contract purchaser. Other than the foregoing, any Owner shall have the right to lease a home provided the home has been owner-occupied for a period of not less than thirty-six (36) consecutive months following the purchase of said home. No Owner may lease less than an entire home. Lease of a home shall not relieve the Owner from the duty to pay all assessments as provided herein. In the event a tenant fails to comply with the provisions of this Declaration, in addition to all other remedies it may have, the Association and any Owner may notify the Owner of the leased home of such violation(s) and demand that the same be remedied within thirty (30) days after such notice. If such violation(s) is not remedied within said thirty (30) day period, then the Owner shall immediately thereafter, at his own cost and expense, institute and diligently prosecute an eviction action against his tenant pursuant to applicable law on account of such violation(s). In the event the Owner fails to fulfill the foregoing obligation in a reasonable time and manner, then any Owner or the Association shall have the right, but not the duty, to institute and prosecute such action as attorney-in-fact for the Owner and at the Owner's sole cost and expense, including all legal fees incurred. Said costs and expenses shall be due and payable upon demand by the prosecuting Owner or Association and shall be deemed to constitute a lien on the particular home involved, and collection thereof may be enforced through foreclosure of such lien.
- (u) In addition, nothing shall be done in any home or upon any building of which will structurally change any home or building without the aforesaid approval of the Board. No Owner shall have the right to paint, decorate or otherwise change the appearance of the exterior of a home, Lot or Property, nor perform or cause to be performed by any repair or alteration to the roof of his home which shall alter the appearance thereof, without the aforesaid approval of the Board.
- (v) Any Owner who is delinquent in Association fees, late fees, duly charged legal fees and/or court costs, or any other Association assessments shall not be permitted to use or access any courts or other common areas unless and until said delinquency is cured in full.

IN WITNESS WHEREOF, Timbercrest Homeowners Association, Inc., a New Jersey Corporation, has caused these presents to be duly executed by its proper officers on this \_\_\_\_ day of \_\_\_\_\_, 2022.

Timbercrest Homeowners Association, Inc.

By: Barbara A. Uhl  
Barbara A. Uhl, President

Signed, Sealed and Delivered

In the presence of:

\_\_\_\_\_

STATE OF NEW JERSEY

ss.

COUNTY OF GLOUCESTER

BE IT REMEMBERED that on this 28<sup>th</sup> day of June, 2022, before me, did personally appear Barbara A Uhl who, being duly sworn on his oath says that he is the President of the Timbercrest Homeowners Association, Inc., a New Jersey Corporation, named within.



Jitka McCabe  
NOTARY PUBLIC  
State of New Jersey  
ID # 50026923  
My Commission Expires 11/16/2025

Sworn to and subscribed  
before me on this 28<sup>th</sup>  
day of June, 2022.

[Signature]  
Notary Public