

# Timbercrest Homeowners Association

P.O. Box 442

Sewell, NJ 08080

856-448-4621

**Congratulations on the purchase of your new home in beautiful Timbercrest Development. The Timbercrest Home Owners Association would like to welcome you to the neighborhood.**

**Attached you will find some important information including:**

**The Rules and Regulations**

**The Deed Restrictions**

**Also- Members are required to go to our website [www.timbercresthoa.com](http://www.timbercresthoa.com) and Register. By doing this you will be signed up to receive important bulletins. We will also send out dues notices each year to remind homeowners that the dues are payable (\$200) by the last day of February each year.**

**The best way to contact the HOA is by email [timbercrestadmin@gmail.com](mailto:timbercrestadmin@gmail.com).**

Regards,

Timbercrest HOA

**Page 2 acknowledgment must be fully executed at settlement and returned with the \$1000 onboarding fee.**

# Timbercrest Homeowners Association

P.O. Box 442

Sewell, NJ 08080

856-448-4621

(This form is required to be signed by all parties on Deed at settlement and the original returned with the \$1000 onboarding fee check)

We/I \_\_\_\_\_ & \_\_\_\_\_ have been provided with a copy of the Deed Restrictions and the Rules & Regulations for Timbercrest HOA.

We/I agree to fully comply with all Deed Restrictions and Rule & Regulations for Timbercrest HOA.

**Name(s) Printed**

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

**Name(s) signed**

\_\_\_\_\_

**Date** \_\_\_\_\_

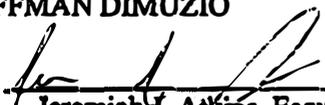
\_\_\_\_\_

**Date** \_\_\_\_\_

**Witness** \_\_\_\_\_

**Date** \_\_\_\_\_

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.



Jrika McCabe  
NOTARY PUBLIC  
State of New Jersey  
ID # 50028823  
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

**Timbercrest Homeowners Association**  
P.O. Box 442  
Sewell, New Jersey 08080

**Member Rules and Regulations**

This document contains the Rules and Regulations of the Timbercrest Homeowners Association ("the Association"). These Rules and Regulations were originally adopted by the Association's Board of Directors at its regular meeting on April 21, 2009, and were amended and adopted by the Board of Directors at a scheduled meeting on April 20<sup>th</sup>, 2017.

**ARTICLE 1: Introduction**

The Association is formed to serve as a means through which the property owners may take action with regard to the administration, management, maintenance, repair and operation of the Timbercrest development. Each property owner in the development will, by virtue of his or her ownership and payment of yearly dues, become a member of the Association. The powers of the homeowners' association membership shall be defined herein:

**ARTICLE 2: Board of Directors**

- 2.1 The affairs of the Association shall be governed by a Board of Directors consisting of five (5) members all of whom shall be owners or spouses of property owners in the development.
- 2.2 The Board of Directors is vested with the powers and duties necessary or appropriate for the administration of the affairs of the Association with the exception of acts that violate the law, the Master Deed, or other delegated powers/responsibilities set forth by the property owners.
- 2.3 For purposes of the Board of Directors, a "term" shall be for a period of two (2) years from beginning December 1<sup>st</sup> and terminating on November 30<sup>th</sup>.
- 2.4 No more than one person per household may serve on the Board of Directors at one time.
- 2.5 All residents in the Timbercrest development are prohibited from receiving compensation for work performed on behalf of the Association.
- 2.6 In the event of a vacancy in the Board of Directors, such vacancy shall be filled by an affirmative majority vote of the members of the Board, which appointment shall expire at the end of the term.

**2.7 Any expenditure not previously budgeted by the Board of Directors, which exceeds the sum of \$5,000.00 must be approved by an affirmative vote of a majority of the general membership.**

**2.8 The members of the Board of Directors shall not be liable to the property owners for any mistake of judgment, negligence or otherwise for their own individual willfulness, conduct or bad faith. The property owners shall indemnify and hold harmless each member of the Board of Directors against all liability to others arising out of contracts made by the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Master Deed or these Rules and Regulations. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them in good faith on behalf of the Association.**

#### **ARTICLE 3: Board Member Dismissal and Governance**

**3.1 Members of the Board of Directors can be dismissed if they fail to perform their elected duties. Members that fail to do the following may be removed from their position upon a majority vote of the remaining Board Members:**

- o Failure to attend board meetings without giving notice or for missing three (3) consecutive meetings. (Note: Meetings must be scheduled two (2) weeks in advance).**
- o Failure to attend two (2) consecutive community meetings.**
- o Refusal to perform their elected duties on multiple occasions.**

**3.2 With regard to the failure or refusal to perform work or elected duties, other board members must formally document each such instance and present that information to the Board Member in question.**

**3.3 Each incident must have a majority vote of the Board Members to go on record.**

*(Rules and Regulation change accepted on November 15, 2012, at the Community Meeting)*

#### **ARTICLE 4: Association Fees and Late Fees**

**4.1 There is a \$1000.00 initiation charge for all new members of the Association.**

**4.2 All owners are required to pay an annual \$200.00 Association Fee. Annual dues shall be paid no later than February 28<sup>th</sup> of each year (or February 29<sup>th</sup>, in Leap Years).**

**4.3 If full payment of the annual Association Fee remains outstanding on March 1<sup>st</sup>, a late fee of \$50.00 will be assessed. For purposes of this paragraph, the payment must be postmarked on or before the last day of February.**

**4.4** If full payment remains outstanding on March 15<sup>th</sup>, an additional late fee of \$25.00 per month will be assessed.

**4.5** If full payment, together with any applicable late fees, is not received in full on or before April 15<sup>th</sup>, the Association may place a lien on the subject property, and the owner shall be responsible for the amount of the lien, lien filing fees, any additional late fees, and interest, as well as reasonable attorneys' fees incurred in procuring the lien.

#### **ARTICLE 5: Meeting Regulations**

**5.1** The Board of Directors will hold meetings for Association members at a location that is suitable and convenient within Gloucester County, New Jersey.

**5.2** Association members will be notified of meetings via mail, flyer, email, or social media. Said notice will be provided at least ten (10) days prior to each meeting.

**5.3** A bi-annual meeting of the property owners shall be held in the 2nd and 4th quarters of each year. The dates of these meetings will be provided within the notices sent as set forth above.

**5.4** At the 4th quarter meeting the homeowners shall elect a Board of Directors of the Association. A "term" shall be for a period of two (2) years from beginning December 1<sup>st</sup> and terminating on November 30<sup>th</sup>.

**5.5** Any member who is in arrears for annual fees, initiation fees, or for failure to pay fines levied for the maintenance and upkeep of the common grounds in the community will be considered in violation of these Rules and Regulations, and shall not be eligible to vote.

**5.6** It is the duty of the President to call a special meeting of the property owners if so directed by resolution of the Board of Directors or upon a petition of 25% or more of the property owners.

**5.7** The presence in person or by proxy of property owners holding at least 33% or more ownership interest shall constitute a quorum at a meeting of the property owners.

#### **ARTICLE 6: Formal Board Hearings**

**6.1** The Board of Directors will notify each party in writing at least fifteen (15) days prior to the hearing date, time and location as well as the particular Deed Restriction and/or Rule or Regulation(s) at issue.

**6.2** The hearing will be informal. The parties will appear before the Board of Directors and be afforded the opportunity to present evidence and arguments on all issues involved and cross-examine all witnesses who have testified.

**6.3** The Board of Directors may make a finding based upon the evidence presented that a violation has occurred and the parties will be notified in writing of such finding.

**6.4** The failure of a party to appear at a scheduled hearing does not preclude the Board from receiving and considering evidence, hearing arguments and making a finding on the merits of the matter.

**6.5** When the Board of Directors has determined that a violation has occurred, the party in violation shall have fifteen (15) days to comply with the order unless a later date is specified in the Board's discretion.

**6.6** The Board of Directors may provide for the imposition of a fine not to exceed \$100.00 for the first offense or more than \$500.00 for each subsequent offense.

**6.7** Furthermore, the Board of Directors may provide for a per diem fine not to exceed \$10.00 per day in the event that the party in violation does not comply with the decision in the allotted time.

**6.8** In the event of the failure of the party in violation to pay any fine imposed, the Board of Directors has the authority to impose a lien on said party's property in the amount of the fine, plus costs and reasonable attorneys' fees incurred as a result of the imposition of the lien as well as collection costs.

**6.9** The Board also has the right to enjoin, abate or remedy by other appropriate legal proceedings either in law or in equity any continued violation.

**6.10** At least three (3) members of the Board of Directors must be present during the hearing, and the imposition of penalties must be approved by a majority of the members in attendance.

#### **ARTICLE 7: Modification/Amendment**

**7.1** These Rules and Regulations may be modified or amended only upon a majority vote of the Board of Directors.

#### **ARTICLE 8: Advertising**

**8.1** Commercial or political advertising in any form is prohibited at any function sponsored by the Association.

**ARTICLE 9: Signs**

9.1 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.

9.2 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.

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

**ARTICLE 10: Fee Simple Deed 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.

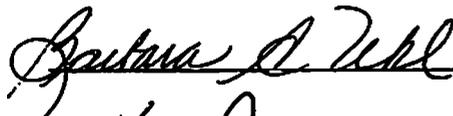
10.1 No lot shall be used for any purpose other than as and for a single family town home residence.

10.2 There shall be no obstruction of access to any Common Property, the use of which shall be in accordance with this declaration, the By-laws and any Rules and Regulations promulgated by the Board.

**TIMBERCREST HOMEOWNERS ASSOCIATION**

**BOARD OF DIRECTORS**

Dated: 5/24/17



Dated: 5/26/17



Dated: 5/26/17

Kathy Fisher

Dated: 5/24/17

Leslie S. Lewis

Dated:

\_\_\_\_\_