

*Georgetowne of Morristown Condominium Association*

*Restrictions*

- (a) Units shall be used primarily as private single-family residences and such other uses as may be permitted under the zoning ordinances of the Town of Morristown, provided such other uses have no external impact upon the Georgetowne of Morristown Condominium or the Unit Owners. "External impact" as used in this subparagraph means any perceptible additional noise, traffic, utilization of parking spaces, odors noticeable from the exterior of a Unit, or any activity constituting a nuisance or annoyance to other Unit Owners. No Tier 3 Megan's Law registrant may reside in a Unit as more specifically set forth in Article XXX of this Master Deed. The Sponsor may also use its Units as sales offices, administrative offices or models.
- (b) No clothes poles or lines shall be installed or maintained. No clothes, sheets, blankets, or laundry of any kind or other articles may be hung or displayed on the outside of windows or placed on the outside window sills, walls or balconies of any Unit or in any parking area.
- (c) No animal may be kept, harbored or maintained in any Unit except customary household pets as defined by the Board, in its sole discretion, by adoption of a resolution, provided, however, that Unit Owners purchasing Units from the Sponsor may maintain not more than two household pets through their entire period of ownership of the Unit. The Board may not: (i) modify the definition of "household pet" adopted by resolution of the Sponsor-controlled Board until the Sponsor has conveyed the last Unit it owns to a third party; and (ii) in no event may the Board change the definition of "household pet" in a manner that would prohibit any pet permitted when a Unit Owner purchased from the Sponsor. No Unit Owner shall permit any dog to cause any injury to any persons or other animals, or to cause damage to any Common Elements or any property of any other Unit Owner. The Board may, by resolution, limit the number and type of pets that may be kept or maintained in a Unit, provided, however, that in no event may the Board require the removal of pets validly kept or maintained within a Unit pursuant to a prior resolution of the Board.

If dogs are permitted by resolution of the Board, no Unit Owner shall permit a dog to relieve itself upon the sidewalks, driveways, flower beds, playground areas, or on any landscaped area more than three feet from any street curb. The Unit Owner shall be responsible for cleaning up after the dog housed within its Unit and this shall include an obligation to immediately remove all waste deposited by the dog on the Common Elements in a sanitary manner. Dog waste shall be removed and disposed by placing it in a sealed, nonabsorbent, leakproof container. Dog waste shall not be disposed in any

catchbasin, detention basin or other Common Element. This provision regarding removal of dog waste shall not apply to blind persons using dogs as guides.

- (d) No trailer, tractor, truck (used for commercial purposes), mobile home, recreation vehicle, boat, boat trailer, school bus, inoperable vehicle, vehicle containing any commercial message or lettering, or containing ladder racks, tool storage racks or other fixtures of similar type, or the like, shall be stored or housed on the Property, except within the garage and in compliance with the Rules and Regulations of the Condominium Association.
- (e) No exterior loudspeakers other than as contained in portable radios or television sets shall be permitted. No floodlights shall be installed in any exterior area of any Unit, except as approved in writing by the Board.
- (f) No sign of any kind shall be permitted upon a Unit or within a Unit that is visible upon the Common Elements, except pursuant to the Rules and Regulations now or hereafter adopted by the Board.
- (g) No Unit Owner or occupant shall build, plant, or maintain any matter or thing upon, in, over or under the Common Elements without the prior written consent of the Board, including, without limitation, antennas, satellite dishes or other receiving or transmission devices except: (i) as expressly permitted under the federal Telecommunications Act of 1996 and the regulations promulgated under it; or (ii) satellite dishes of one meter or less mounted by a Unit Owner on the portion of the roof covering the Owner's Unit and facing the rear yard; or (iii) as the Board may permit in accordance with a duly adopted resolution. Any Unit Owner installing a satellite dish pursuant to subpart (ii) of the preceding sentence shall submit a property modification request to the Board on such forms as the Board, by rule, may require. The Board may, in approving the request for the installation of a satellite dish on a roof, require: (I) that the Unit Owner utilize a contractor approved by the Association; (II) that the Owner provide evidence of liability insurance in the amount of not less than \$500,000.00 insuring against property damage or personal injury as a result of the installation of the satellite dish, which policy shall name the Association as an additional insured; (III) the Owner remove the satellite dish promptly upon receipt of notice from the Association to permit the Association to undertake necessary maintenance or repair work; (IV) the Unit Owner to enter into a Agreement that, among other things, provides that the Unit Owner will be liable for any damage to the Common Elements or any other Unit Owner's property as a result of the installation of the satellite dish; and (V) that the Unit Owner will remove the satellite dish upon conveying the Unit to a third party, restore the roof to the same condition it was in prior to the installation of the satellite dish, or obtain

written agreement from the purchaser of the Unit providing that the purchaser will assume all responsibilities of the Unit Owner upon closing of title.

- (h) Unit Owners or occupants shall not paint or otherwise decorate or change the appearance of any portion of the exterior of any Unit, without the express written consent of the Board.
- (i) To the extent that equipment, facilities and fixtures within any Unit(s) shall be connected to similar equipment, facilities or fixtures affecting or serving other Unit(s) or the Common Elements, then the use thereof by the individual Unit Owners shall be subject to the Governing Documents of the Condominium Association.
- (j) Nothing shall be done or kept in any Unit or in or upon the Common Elements that will increase the rates of insurance of the Unit(s) or the contents thereof beyond the rates applicable for Units, without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in or upon the Common Elements which will result in the cancellation of insurance on any Units or the contents thereof, or which will be in violation of any law.
- (k) No noxious or offensive activities shall be carried on, in or upon the Common Elements or in any such Unit nor shall anything be done therein which may be or become an annoyance or nuisance to the others in the Condominium.
- (l) No immoral, improper, offensive or unlawful use shall be made of any Unit; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over a Unit shall be observed.
- (m) Nothing shall be done to any Unit or on or in the Common Elements which will impair the structural integrity of any Unit or which will structurally change a Unit. No Unit Owner may make any additions, alterations or improvements to the Common Elements, without the prior written approval of the Board and in accordance with procedures set forth in the Bylaws and Rules and Regulations. Board approval, however, shall not incur any liability on the part of the Condominium Association to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The Unit Owner shall furnish the Condominium Association with a copy of any permit procured for non-structural changes to the Unit or for Board-approved changes to the Common Elements, if such permit is required by a municipal authority. All costs incidental to the approval, including any consultant's fees, shall be paid by the Unit Owner. Nothing herein shall preclude the adaptation of any Unit to handicapped use.

- (n) The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably intended and suited and that are incident to the use and occupancy of the Units.
- (o) No Unit shall be rented by the owners (except a lender in possession of such Unit following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure) or otherwise utilized for transient or hotel purposes, which shall be defined as "(i) rental for any period less than one year; or (ii) any rental if the occupants of the Unit are provided customary hotel services, such as room service for food and beverages, maid service, furnishing laundry or linen, and bellboy service," provided, however, that any Unit Owner may rent for a period of less than one year to a contract purchaser. No Unit Owner may lease less than an entire Unit. Other than the foregoing obligations, the Unit Owners shall have the right to lease provided that: (i) the lease is in writing and made subject to all the provisions of this Master Deed, the other Governing Documents and other documents referred to herein; (ii) a copy of the written lease, containing the foregoing provision has been delivered to the property manager for the Condominium Association; and (iii) that any failure of a tenant to comply fully with the terms and conditions of this Master Deed, or the other Governing Documents shall constitute a default under the lease.
- (p) In the event a tenant of a Unit defaults under his or her lease by failure to comply with the provisions of this Master Deed, the other Governing Documents, or any other document referred to herein, then, in addition to all other remedies which it may have, the Condominium Association or its representative shall notify the Unit Owner of such default(s) and demand that the same be cured through the Unit Owner's efforts within 30 days after such notice. If such default(s) is not cured within the 30-day period, then the Unit Owner shall immediately thereafter, at his or her own cost and expense, institute and diligently prosecute an eviction action against the tenant on account of such default(s). Such action shall not be compromised or settled without the prior consent of the Condominium Association or its representative. In the event the Unit Owner fails to fulfill the foregoing obligation, then the Board shall have the right, but not the duty, to institute and prosecute an action as attorney-in-fact for the Unit Owner, at the Unit Owner's sole cost and expense, including all legal fees incurred. The costs and expenses shall be deemed to constitute a lien on the particular Unit involved, and collection thereof may be enforced by the Condominium Association. By acceptance of a deed to any home, each and every Unit Owner does thereby automatically and irrevocably name, constitute, appoint and confirm the Board as his or her attorney-in-fact for the purposes described in this paragraph. Whenever a tenancy terminates in less than one year, there

shall be a rebuttable presumption that the owner has violated the terms of this restriction and the owner may not re-lease the Unit for the balance of the one-year term (beginning with the commencement date set forth in the written lease) unless the owner demonstrates to the reasonable satisfaction of the Board, that the termination of the prior tenancy was due to factors beyond the control of the owner.

- (q) Every owner leasing a Unit must, prior to the commencement of the tenancy, provide a copy of a written lease, consistent with the terms set forth below, and a processing and administration fee, payable to the Association, in an amount to be determined by the Board, to cover the costs of reviewing the lease and inspection of any Common Elements located within or about the Unit being leased. If the leasehold remains in effect for more than one year, the owner must pay an additional processing and administration fee to be determined by the Board on the anniversary date of the lease, which fee will not be pro-rated if the remaining term is less than one year. Other than the foregoing obligations, any owner shall have the right to lease his or her Unit subject to the limitations set forth in this section, provided that the lease is in writing for a term of no less than one year and made subject to all provisions of the Governing Documents, and provided further that any failure of the tenant to fully comply with the terms and conditions of such documents shall constitute a default under the lease.
- (r) A refundable security deposit in an amount to be determined by resolution of the Board but not to exceed \$1,000 will be payable upon the commencement of each leasehold to secure conformity with the terms of the Governing Documents. In the event, following an appropriate hearing as required by law or pursuant to this Master Deed or the Bylaws, it is determined that a tenant has caused any damage to the Common Elements, or there remains any unpaid fine due the Association, the Association may retain from the security deposit the amount necessary to reimburse it for the costs of repair to the Common Elements, or for any unpaid fines. Upon the termination of the leasehold, and the vacation of the Unit, the balance of the security deposit will be refunded to the owner. The amount of the security deposit will not limit the responsibility of the owner for any damage to the Common Elements, or for any fines resulting from a violation of the Governing Documents.
- (s) No hazardous substance or hazardous waste (as those terms are defined pursuant to regulations issued by the New Jersey Department of Environmental Protection) may be stored in any Unit, except hazardous substances that are used in connection with commonly available household products intended for interior use and storage.

- (t) The Association shall maintain the gate, if any, between Units 5 and 6 in an open position at all times to provide the Owners of Units 5 and 6 with unimpeded access to their Units. The Association may not install any fence or other impediment to access between Units 5 and 6. Notwithstanding any provision contained herein or in the By-Laws or Certificate of Incorporation to the contrary, this provision may not be amended without the prior written consent of the Owners of Units 5 and 6.
  
- (u) Nothing in these restrictions or in this Master Deed generally shall be construed to prohibit the reasonable adaptation of any Unit for handicapped use.