**118 ON MUNJOY HILL, A CONDOMINIUM**

**PUBLIC OFFERING STATEMENT**

**EXHIBIT D**

RULES AND REGULATIONS FOR

**118 ON MUNJOY HILL, A CONDOMINIUM**

Pursuant to the provisions of the By-Laws of 118 On Munjoy Hill Condominium Association, the following rules and regulations are adopted:

1. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements (other than in a storage area or Parking Space constituting a Limited Common Element assigned to a particular Unit) without the prior consent of the Executive Board of the Association, except as expressly provided herein or in the Declaration or By-Laws. Each Owner shall be obligated to maintain and keep in good order and repair his own Unit (except the structural walls and exterior walls of a Residential Unit) and any area or facility the exclusive use of which is provided to said Owner, in accordance with the provisions of the By-Laws and the Declaration.
2. Nothing shall be done or kept in any Unit or in the Common Elements which will materially increase the rate of insurance of the building of the Condominium (the "Condominium Building"), or contents thereof without the prior written consent of the Executive Board. No Owner shall permit anything to be done, or kept in his Unit, or in the Common Elements, which will result in the cancellation of insurance on the Condominium Building or the contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.
3. No Unit Owner shall cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of the Condominium Building or Units, and no sign shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof, or exposed on or at any window, without the prior consent of the Executive Board. The foregoing shall not apply to the Nonresidential Units.
4. Household pets permitted pursuant to the terms and provisions of the Declaration and/or By-Laws shall be subject to the following Rules and Regulations:
	1. Such pets may not be kept, bred or maintained for any commercial purposes;
	2. No pets shall be allowed loose in Common Elements, nor shall pets be allowed to loiter in the Common Elements;
	3. Owners of household pets shall be permitted to walk such pets on a leash only in areas specified by the Executive Board for such purpose;
	4. Owners of pets shall immediately clean up and remove any defecation on the Common Elements; and

 Each Unit Owner or resident keeping such a pet which violates any of said rules and regulations or causes any damage to or requires the clean-up of any Unit (other than the Unit of the owner of such pet) or the Common Elements, is offensive, or causes, or creates any nuisance or unreasonable disturbance or noise, may in the discretion of the Executive Board be:

* + 1. fined in an amount determined by the Executive Board or assessed by the Executive Board for the cost of the repair of such damage or cleaning or elimination of such nuisance, and/or
		2. required by the Executive Board to permanently remove such pet from the Condominium upon three (3) days' written notice from the Executive Board.
1. No Owner or resident shall engage in or permit any noxious or offensive activities, or make or permit any unreasonable noises by himself, his family, servants, employees, agents, visitors, lessees, licensees, or household pets, nor do himself or permit anything to be done by such persons or pets, either willfully or negligently, which:
	1. May be or become an annoyance or nuisance to the other Owners or occupants,
	2. Will interfere with the rights, comforts or conveniences of other Owners,
	3. May or does cause damage to any other Unit or to the Common Elements, or
	4. Results in the removal of any article or thing of value from any other Owner's Unit or from the Common Elements.

With respect to the Nonresidential Units, whether any of the foregoing restrictions have been violated shall be determined after taking into account the customary and reasonable activities associated with the use to which Nonresidential Unit is being put.

The Owner making or permitting such nuisance, interference, damage or removal shall be responsible for the elimination of such nuisance or interference and for the costs of the repair of such damage or replacement of the item removed.

Total volume of noise-producing instrumentalities such as, but not limited to, television sets, radios, CD players, phonographs, and musical instruments, shall be turned down after 10:00 p.m. and shall at all times be kept at a sound level to avoid disturbing other residents of the Condominium.

1. No clothes, sheets, blankets, laundry, rugs of any kind or other articles shall be hung out of the windows or sliding doors or on the balconies of any Unit or exposed on or in any part of the Common Elements. The Common Elements shall be kept free and clear of all rubbish, debris, and other unsightly materials, and any large items of rubbish or materials for disposal must be removed from the Condominium by the Unit Owner responsible for such items. Any cardboard boxes or cartons disposed of in Condominium dumpster(s) shall first be broken down and flattened by the Unit Owner or occupant.
2. Nothing shall be altered in, constructed in, or removed from the Common Elements except upon the written consent of the Executive Board.
3. No part of the Common Elements of the Condominium shall be decorated or furnished by any Unit Owner in any manner without the prior written consent of the Executive Board, except as otherwise provided in the Declaration or By-Laws.
4. Each Owner shall keep his Unit and any Limited Common Elements, the exclusive use of which is provided to such Unit, in a good state of preservation and cleanliness, except for the structural walls and the exterior walls of a Residential Unit. The water closets and other water apparatus shall not be used for any purpose other than that for which they were constructed, and no sweepings, rubbish, rags, paper, ashes, or other substances shall be thrown therein. Any damage to plumbing systems of the Condominium Building resulting from such misuse shall be paid for by the Owner who shall have caused it. Bicycles, baby carriages, carts and the like may be stored only in areas designated by the Executive Board and in such a manner so as not to obstruct any Common Elements.
5. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such Unit.
6. No exterior lighting equipment, fixtures, or facilities shall be attached to or utilized for any Unit, deck, patio or terrace without the prior consent of the Executive Board.
7. Any maintenance, repair or replacement of Common Elements which is the responsibility of Unit Owners pursuant to the Declaration or the By-Laws shall be done only by contractors or workmen approved by the Executive Board.
8. No Unit Owner or occupant or any of his agents, servants, employees, licensees, lessees, or visitors shall at any time bring into or keep in his Unit any flammable, combustible, or explosive fluid, material, chemical, or substance, except such paints, lighting and cleaning fluids as are customary for residential or artistic use.
9. Wood, propane and coal stoves or similar devices are prohibited in Condominium Units and fire pits/bowls or similar devises are prohibited from balconies and patios.
10. If any key or keys are entrusted by the Unit Owner or occupant or by any member of his family, or by his agent, servant, employee, licensee, lessee, or visitor, to a member of the Executive Board, whether for such Unit or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or occupant, and such member of the Executive Board shall not be liable for injury, loss, or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.
11. The Executive Board, or their designated agent, may retain a pass key to each Unit. No Unit Owner shall alter any lock or install a new lock or a knocker on any door of a Unit without the written consent of the Executive Board. In case such consent is given, the Unit Owner shall provide the Executive Board, or their designated agent, with an additional key pursuant to its right of access to the Unit.
12. All personal property of the Owners in the units, or Limited Common Elements, the exclusive use of which is provided to the Unit, and elsewhere, shall be kept therein at the sole risk and responsibility of the respective Owners, and neither the Executive Board, the Building management, nor their respective successors or assigns, shall bear any responsibility therefor.
13. Each Owner assumes responsibility for his own safety, actions, and conduct, and that of his family, guests, agents, servants, employees, licensees, lessees and household pets.
14. Except as provided in the Declaration, outdoor grills shall only be allowed upon the advance written consent of the Executive Board and subject to any conditions imposed by the Executive Board, and only to the extent allowed by law and only to the extent that such outdoor grills do not adversely affect the insurance maintained by the Association.
15. Installation and programming of keyless entry systems will be undertaken only with the permission of the Executive Board and at the sole cost of the Unit Owner.
16. Any consent or approval given by the Executive Board under these Rules and Regulations may be added to, amended, or repealed at any time by the Executive Board.
17. Each Owner utilizing a parking space shall park only within such designated space and in a manner which does not interfere with or impede any other person parking in the parking area and each Owner will cooperate with other entitled parkers to facilitate the use of the parking spaces.
18. An Owner may lease or rent his or her unit according to this provision. No lease term shall be for a period of less than three (3) months nor shall any unit be leased more than (2) times in any twelve month period. Owners shall provide written notification to the Association of their intention to lease/rent their Unit. Upon notification, the Owner shall complete a Condominium Rental Information Form provided by the Association. The Condominium Rental Information Form shall be signed by the Owner and the tenant, and returned to the Association office prior to the tenant occupying the Unit and/or Parking Space. A copy of the Condominium Rental Information Form shall be attached to, and become a part of, the lease between the Owner and tenant. The Association office shall be notified of any changes in the information on the Condominium Rental Information Form as those changes occur. An additional Condominium Rental Information Form shall be completed and returned to the Association office for each new lease, a terminated lease, and extended lease, and/or renewed leases. For sale/lease signs will not be displayed on the Condominium property or in Unit windows or doors.

24. In the event of a default by any Owner in paying to the Executive Board the Common Charges as determined by the Executive Board, such Owner shall be obligated to pay a late charge at a rate of $50.00 Dollars for each payment not made within 10 days of the due date.

1. There shall be no riding of bicycles, skate boarding, roller skating or roller-blading in the common hallways, lobby areas or other common areas of any Condominium Building or grounds.
2. Any and all furniture and furnishings placed on any balcony, deck, patio or terrace will be subject to the prior approval of the Executive Board, and will be moveable, high quality, outdoor "patio" type furniture of a proper weight to take into account wind and storm conditions.
3. Unit Owners shall be responsible for completely closing behind them all doors providing ingress to and egress from the Units and common areas of the buildings, and shall at no time place articles in doorways or otherwise impede the complete closing of such doors behind them, for security purposes.
4. Violations of these Rules and Regulations by any Owner, Tenant, Family Member, Servant, Employee, Agent, or Visitor shall be subject to the assessment of fine(s), and any other remedies available.

If the alleged violator or the Executive Board requests, a hearing will be held.

* 1. A hearing notice will be sent to the alleged violator stating the nature of the alleged violation; the time and place of a hearing; an invitation to attend the hearing.
	2. An invitation may also be sent to any person or persons originating the complaint inviting them to the hearing in order to produce evidence to substantiate their complaint.

A Board Representative will preside over the hearing with a quorum of the Executive Board in attendance and will hear testimony from both sides at the hearing and then excuse both parties and the Executive Board will render a decision.

1. Move-In and Move-Out Rules are as follows:
	1. There will be a $100.00 non-refundable fee paid by residents moving in or out of Units. This fee is necessary to account for the wear and tear that occurs during every move. The fee is payable to the Association and is required at least five (5) days in advance of a move in or move out.

(b) There will be a $250.00 refundable deposit required to cover damages beyond normal wear and tear and not covered by a moving company's insurance. If a moving company is not used, a refundable deposit of $500.00 is required. This deposit is due at the same time (5 business days} of the non-refundable fee and should be made on a separate check.

1. Prior to a move, the management company will do a walk-through and list any damages that exist prior to a tenant or owner's move. The tenant/owner will sign off on the list to ensure he or she is not held responsible for pre-existing conditions. After the move, the management company will conduct a walk­ through to make note of any new damages resulting from the move. The appropriate actions will be taken to recoup the cost of fixing these damages from the moving company's insurance, or in the case where a mover is not used, from the tenant/owner's $500.00 deposit. If it is not possible to recoup damages from the insurance and/or deposit, then the tenant and owner will be charged the difference. Those who rent their units are responsible for their tenant's actions and thus should notify their tenants of the fee.
2. Certificates of Insurance must be obtained if the resident is using a professional moving company. The managing agent must receive this certificate at least five (5) days in advance, as well.
3. It is the resident's responsibility to notify the managing agent of any damages to the common areas prior to the move, so that he or she is not held responsible.

(f) Common area doors are never to be left ajar or unsupervised at any time. The building's security is of the utmost importance. If it is necessary to hold the door open, the proper devise should be used so as not to damage the door or hinges.

1. Failure to follow the procedure above will result in a $400.00 fine imposed on the owner.
2. Moving of large items such as furniture or appliances is restricted to the hours of 8:00 a.m. and 5:00 p.m.
3. Rules and Regulations relating to satellite dishes and antennas are attached hereto as an Addendum.
4. Use of Outside Contractors.

The use of outside contractors by Unit Owners and Tenants can potentially affect the Condominium in a number of ways. Accordingly, the following Rules shall apply:

* 1. All workers using the garage should be aware that the garage doors may not be left open or ajar for extended periods of time without being physically monitored.
	2. Work hours are Monday through Friday only, from 8:00 a.m. to 5:00 p.m. No weekend or holiday work is allowed, without express permission from the Executive Board. Note: Domestic cleaners are exempt from this rule.
	3. Construction personnel are not allowed on the private balconies or terraces unless directly related to the Unit they are working on.
	4. Contractors and/or workers must provide the managing agent with appropriate Certificate of Insurance for general liability and workers compensation coverage prior to beginning any work in the Building. A minimum limits policy of $1 million dollars is required, and the Certificate of Insurance must list 118 On Munjoy Hill Condominium Association and its management company as "additional insureds."
	5. All demolition and construction materials, including paint, sheetrock and other hazardous materials, must be removed from the premises. Building trash receptacles are not to be used by construction personnel. In addition, contractors should be careful not to allow dust from a Unit to disperse into common areas, potentially setting off smoke detectors. Domestic smoke detectors are tied into the main fire panel and cannot be disabled without setting off the system. During construction, domestic smoke detectors and sprinklers should be protected.
	6. All common areas must be kept clean during the course of the workday, and at the end of each workday. Common areas must be kept clear of construction tools and materials, and they must be vacuumed as necessary by the responsible construction crew.
	7. Any and all damage to the Building or Common Elements caused by contractors and/or workers will be repaired by the Condominium Association at the cost of the Unit Owner who hired the company, who shall be deemed responsible for said damages.
	8. Large/lengthy deliveries of furniture, appliances, goods and/or materials that require the elevator must be scheduled prior to the delivery date through the managing agent. Construction deliveries must be received during normal construction hours.
	9. The Rules apply not only to contractors and workers, but also to Unit Owners, their family and friends who undertake to do construction work within the Building.
1. Owners or residents requiring access to common utility rooms in the Building must arrange for such access at least five (5) days in advance, through the managing agent. A reasonable fee may be charged for such access, and reasonable conditions and/or restrictions may also be imposed.

118 ON MUNJOY HILL, A CONDOMINIUM

SATELLITE DISH AND ANTENNA ADDENDUM TO RULES AND REGULATIONS:

Subject in all events to the Reserved Rights of the Declarant as set forth in the

Declaration; the following Rules and Regulations shall-apply:

1. Definitions.
	1. Reception Antenna means an antenna, satellite dish, or other structure used to receive video programming services intended for reception in the viewing area. Examples of video programming services include direct broadcast satellite services, multipoint distribution services, and television broadcast signals. The mast supporting the Reception Antenna, cabling, supports, guy wires, conduits, wiring, fasteners, bolts or other accessories for the Reception Antenna or similar structure are part of the Reception Antenna. A Reception Antenna that has limited transmission capability designed for the viewer to select or use video programming is a Reception Antenna provided that it meets Federal Communications Commission standards for radio frequency radiation, and a Transmission Antenna which is used solely in conjunction with a Reception Antenna shall be considered a Reception Antenna for purposes of this Resolution. Structures similar to Reception Antennas are any structure, device, or equipment that is similar in size, weight, appearance to Reception Antennas.
	2. Transmission Antenna means any antenna, satellite dish, or structure used to transmit radio, television, cellular, or other signals other than a Reception Antenna as defined above.
2. (a) No resident shall install a Reception Antenna on any portion of the common elements and facilities or exterior walls of units, unless the area is a limited common element or exclusive use area appurtenant to the unit where the resident resides.

(b) A Reception Antenna which encroaches on the air space of another owner's unit or limited common element or onto the general common elements does not comply with this rule.

1. If a Reception Antenna is installed in a limited common element or exclusive use area appurtenant to the unit where the resident resides, such installation shall be subject to the following:
	1. Reception Antennas shall be no larger than necessary for reception of an acceptable quality signal; provided that under no circumstances shall Reception Antennas for direct broadcast satellite services be larger than one meter in diameter.
	2. Due to safety concerns relating to wind loads and the risk of falling structures, masts, supports, and other structures more than twelve feet in height must receive

the prior written approval of the Board and must comply with applicable building code. The owner must submit an application including detailed drawings of the structure and methods of anchorage.

* 1. To the extent possible, Reception Antennas should be placed in areas that are shielded from view from outside the project or from other units; provided that nothing in this rule shall require a Reception Antenna to be placed where it precludes reception of an acceptable --quality signal unless no acceptable reception is available in any limited common element or exclusive use area allocated to such unit. In no event may Reception Antennas be installed on roofs, courtyards or other general common elements. The Board may require that connections of wiring must be through the glass of the nearest window or sliding glass door of the unit owner and may not be connected through general common elements or exterior walls of units.
	2. Reception Antennas or similar structures shall not be placed in areas where they block fire exits, walkways, ingress or egress from an area, fire lanes, fire hoses, fire extinguishers, safety equipment, electrical panels, or other areas necessary for the safe operation of the condominium. The purpose of this rule is to permit evacuation of the residents and to provide clear access for emergency personnel.
	3. Reception Antennas or similar structures shall not be placed within two feet of electric power lines and in no event shall they be placed within an area where it can be reached by any movement in the electric power lines. The purpose of this rule is to prevent injury or damage resulting from contact with the power lines.

(f) If Reception Antennas are allowed to be placed outside the building, the Board may require it to be painted to match, or be compatible with, the color of the building if such painting does not cause an unacceptable quality signal. In addition, the Board may require a resident to install and maintain reasonably inexpensive screens or plants to shield the Reception Antenna from view, provided such screening does not cause an unacceptable quality signal.

1. Any resident installing, maintaining, or using a Reception Antenna shall do so in such a way that does not materially damage the general common elements or the units, void any warranties of the Association or other owners, or impair the watertight integrity of the building.
2. The residents who own or use a Reception Antenna are responsible for all costs associated with their Reception Antenna including, but not limited to, costs to: (a) repair, maintain, remove, and replace the Reception Antenna; (b) repair damages to the common elements, the unit, other units, and other property caused by the installation, existence, or use of the Reception Antenna; (c) pay for medical expenses incurred by persons injured by installation, existence, or use of the Reception Antenna; and (d) reimburse residents or the Association for damages caused by the installation, existence, or use of the Reception Antenna. To the extent permitted by the FCC Regulations if a contractor is hired to install the antenna, the contractor must provide evidence of insurance of the installer in satisfactory kinds and amounts to the Board prior to the commencement of work, naming the Association and its managing agent as an additional named insured.

(i) Due to safety concerns relating to the falling of structures, all Reception Antennas shall be securely attached at their base and shall, if necessary, have guy wires securing the device. Guy wires, fasteners and the like may not be attached to common elements and facilities or the exterior walls of the condominium building without Board consent.

(j) Residents shall not permit their Reception Antenna to fall into disrepair, become unsightly, or to become a safety hazard.

1. Process and Procedure.

In the event of a violation of these rules, the Board may bring an action for declaratory relief with the Federal Communications Commission (FCC) or any court having jurisdiction over the matter. The Association shall be entitled to fines, reasonable attorneys' fees and costs and expenses if these rules are found to have been violated and if the unit owner or resident does not correct the violation within twenty-one (21) days of the finding of a violation. In addition, the Board may seek injunctive relief.

1. Transmission Antennas are prohibited except for those defined in Section l (a).
2. To the extent permitted by the FCC, in order to allow the Association's engineers and/or other professionals to review the method of installation to attempt to ensure the safety of all residents and compliance with these rules, at least five (5) days prior to the commencement of any installation, the resident is required to provide a copy of the Notification and Approval Form attached hereto to the Board. If the work is performed by a contractor, the contractor must be licensed and insured.
3. The resident is responsible for the immediate removal of the Reception Antenna if it must be removed in order for the Association to repair, paint or maintain the area where it is installed.
4. If any of these provisions are ruled to be invalid, the remainder of these rules shall remain in full force and effect. In addition, if any of the provisions contained in this resolution are ruled to create unreasonable costs, unreasonable delay or prevention or an acceptable quality signal by a resident or unit owner in violation of the FCC Orders and Rules, then such provisions shall be modified to the extent required to not create unreasonable costs, unreasonable delays, etc. and only to such extent, but such conflict shall not void the applicable provisions in their entirety and the remainder of these rules shall remain in full force and effect.
5. The Board may amend this Resolution from time to time as it deems necessary.

118 ON MUNJOY HILL, A CONDOMINIUM

**NOTIFICATION AND APPROVAL FORM**

**FOR THE INSTALLATION OF DBS SATELLITE DISH, MMDS ANTENNA OR TV ANTENNA**

NOTE: This form is required to be completed and returned five (5) days prior to the installation of an antenna in order for the Executive Board to review the proposed installation method to attempt to ensure the safety of all residents and unit owners.

TO:

FROM: Owner's Name: Mailing Address:

Phone (home): Phone (work): Unit Address:

Type of proposed satellite dish or antenna (check any that apply.)

DBS satellite dish 1meter or smaller (e.g., Primestar, Dish network, Direct TV) MMDS antenna (wireless cable) 1meter or smaller (e.g. WANTV)

Television antenna

Installation will include a mast: \_\_\_\_\_No \_\_\_\_\_Yes

If yes, insert total length or height of mast: feet.

Installation will be done by \_\_\_\_\_\_ resident \_\_\_\_\_\_ licensed contractor

If by a licensed contractor, please fill in the information below:

Name: Address:

Tel. No.: Insurance Agent:

A copy of the contractor's license and certificate of insurance naming 118 Condominium Association and its managing agent as an additional named insured is attached hereto and made a part hereof.

Describe on a separate/attached sheet of paper the location of the dish or antenna and attach a diagram or drawing of the location of the antenna.

Will the installation and the location of the dish or antenna comply with the Association's regulations?

 \_\_\_\_\_\_Yes \_\_\_\_\_\_No

If no, state in detail the reason for noncompliance on a separate sheet of paper.

I acknowledge that I have read, understand and have complied and will comply at all times with the Association's Resolution with respect to the installation, operation and maintenance of dishes and antennas.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_