

RESIDENTS MANUAL
SCARBOROUGH HOUSE PROPERTY OWNERS ASSOCIATION
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INTRODUCTION

This Residents' Manual is published at the direction of the Board of Manager of the Scarborough house Property Owners' Association.

This manual is offered as a means of assuring the best interests, safety, and general well being of all owners/residents of Scarborough House.

Its purpose is to provide information to all unit owners/renters of the policies which have been formulated to ensure responsibilities of each resident in the day to day operation of our property and it maintenance.

Revisions and updates may be made on an as-needed basis at the direction of the Board of Managers pending approval of a quorum of unit owners, and shall be reviewed annually, and revised/updated as indicated. The annual review shall be reported on, at the Annual Meeting of the Scarborough House Property Owners Association.

This manual is furnished to unit owners. It shall be the responsibility of unit owners who lease their units to provide this manual, or copy hereof, to their tenants. Further, it will be the responsibility of owners who sell their units to transfer this manual to the new owner. Failure to do so, will result in a charge to the seller of \$25 to cover the cost of purchaser's copy

ALL residents, whether owners or tenants, are responsible for ensuring their guests' compliance with the provisions of this Manual.

- While this manual endeavors to set forth certain of the rights and obligations of unit owners, residents and guests within Scarborough House Condominium, it shall in no way define, limit, or describe the scope of the Scarborough House Condominium Declaration or By-Laws.

In case anything within this manual conflicts the Article 9-B of the Real Property Law of the Stat of New York, the Declaration, or the By Laws, the provisions of said statute, or of the Declaration, or of the By-Laws, as the case may be, shall control”.

ANNUAL MEETINGS

The Annual Meeting of the Scarborough House Property Owners' Association shall be held on the second Friday of the month October in each year, unless such date shall occur on a legal holiday, in which case the Annual Meeting shall be held on the succeeding Monday.

BOARD MEETINGS

Board meetings shall be monthly.

Each unit owner shall be notified in writing in advance of the date, time and place of each Board meeting. Board of Managers' meetings are open to all Unit Owners,.

Each Board Meeting includes a Homeowners' Period. Unit owners are encouraged to present their views during the homeowners' period. To facilitate a full communication and discussion, is requested that any homeowners wishing to have a particular item addressed at a given Board Meeting, should submit the subject matter to the President of the Board of Managers in writing at least 10 days in advance of this meeting.

BOARD OF MANAGERS

The Board of Managers of the Scarborough House Property Owners' Association is made up of five individual unit owners, elected by a majority vote of all unit owners at the Annual Meeting of Property Owners.

The Board officers shall be a President, Vice President, Secretary and Treasurer. The duties of each office shall be conducted in accordance with the By-Laws of the Scarborough House Property Owners' Association.

BY-LAWS
RULES AND REGULATIONS OF THE CONDOMINIUM
(Excerpted from the Prospectus)

1. Each unit owner shall keep his unit in good state of preservation and cleanliness. He shall not allow anything whatever to fall from the windows or doors of the premises, nor shall he sweep or throw from the premises any dirt or other substance upon the grounds. Refuse shall be placed in containers in such manner and at such time and places as the Board of Managers or its agent may direct.
2. The sidewalks and entrances must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the units in the building.
3. Employees of the unit owners may not gather or lounge in the common areas of the grounds.
4. Supplies, goods and packages of every kind are to be delivered in such manner as the Board of Managers or its agent may prescribe and the said Board is not responsible for the loss or damage of any such property, notwithstanding such loss or damage that may occur through the negligence of employees of the Board of Managers or managing agent.
5. Unit owners shall not cause or permit any disturbing noises or objectionable odors to be produced upon or to emanate from their units.
6. Unit owners shall not permit or keep in their units any inflammable, combustible or explosive material chemical or substance.
7. Water closets and other water apparatus in the building shall not be used for any purpose other than those for which they are designed, nor shall any sweeping, rubbish, rags or other articles be thrown into same. Any damage resulting from misuse of any water closets or other apparatus in a unit shall be repaired and paid for by the owner of such unit.
8. NO sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted, or affixed by any unit owner on any part of the outside of any building, hung from windows or placed on window sill, without the prior written consent of the Board of Managers.

9. No awnings, aerials or other projections shall be attached to the outside walls of they building, and not blinds, shades or screens shall be attached to, hung or used on the exterior of any window or door of the demised premises, without the prior written consent of the Board of Managers.
10. Unit owners, their employees, customers, and visitors shall not at anytime or for any reason whatsoever enter upon the roof of the building, without the prior written consent of the Board of Managers.
11. The Board of Managers or its designee shall have the right of access to any unit for the purpose of making inspections, repairs, replacements or improvements, or to remedy certain conditions which would result in damage to other portions of the building. In the event it finds vermin, insects or other pests, it may take such measures as it deems necessary to control or exterminate same.
12. Nothing shall be done or kept in any unit or in the common elements which will increase the rate of insurance for any building or contents thereof, without the prior written consent of the Board of Managers. No unit 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 any building or contents thereof or which would be in violation of any law. No waste shall be committed in the common elements.
13. No noxious or offensive activity shall be carried on in any unit or in the common elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other unit owners or occupants.
14. No "For Sale", "For Rent" or "For Lease" signs or other window displays or advertising are permitted on any part of the property, except with written approval of the Board of Managers. The right is reserved by the Sponsor and the Board of Mangers to place " For Sale", "For Rent" or "For Lease signs on any unsold or unoccupied units or on the buildings, and the right is hereby given to any mortgagee, who may become the owner of any unit, to place such signs on any unit owned by such mortgagee.

15. If any key or keys are entrusted by a unit owner or occupant or by any member of his family or by his agent, servant, employees, licensee or visitor to an employee of the Board of Managers, whether for such unit or any automobile, truck or other item of personal property, the acceptance of the key shall be at the sole risk of such unit owner or occupant, and the Board of Managers shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting there from or connected therewith.
16. No unit owner shall alter, impair or otherwise affect the common elements without the prior written consent of the Board of Managers.
17. The storage of boats and trailers upon the common area is prohibited without the prior written consent of the Board of Managers.
18. The carports or garage shall be used by those unit owners given permission to use them solely for the parking of automobiles, motorcycles or bicycles and for no other purpose.
19. The Board of Managers shall have the sole and exclusive right to assign the right to use the carports or garage as they see fit and to establish and collect such fees for the right to use such parking spaces as they may from time to time determine.
20. The Board will collect all funds received from the laundry equipment and utilize such funds to establish reserves for replacement and/or repair to said laundry equipment.
21. The Board of Managers shall assign to each unit owner a storage area in the basement and designate said area by unit number. Said area shall be an exclusive area of the common elements for the benefit of said unit owner or his tenants.
22. Complaints regarding services or operation of the Condominium shall be made in writing to the Board of Managers or managing agent.
23. Any consent or approval given under these rules and regulations may be added to, amended to, amended or repealed at any time by resolution of the Board of Managers.
24. A unit owner may apply to the Board of Managers for a temporary waiver of one or more of the foregoing rules. Such temporary waiver may be granted by a majority of the Board of Managers, for good cause shown, if, in the Board's judgment, such temporary waiver will not interfere with the purposes for which the condominium was formed.
25. These Rules and Regulations may be supplemented from time to time, repealed or modified by a majority vote of the Board of Managers. No such additional or modified Rule or Regulation shall take effect until communicated, in writing, to the unit owners. Any Rule or Regulation adopted by the Board of Managers can be repealed or otherwise superseded by a vote of a majority of the unit owners.

STANDING COMMITTEE DESCRIPTIONS

Committees are formed by Board action based on common need of Scarborough House Residents.

Following is a description of established committees of the Scarborough House Property Owners' Association.

ARCHITECTURAL REVIEW – Reviews any exterior or interior alteration variances not previously approved by the Board and presents recommendations to the Board for final determination. Presents monthly report to the Board.

BUDGET – Formed no later than September each year to review previous year's operating budget and formulate, with management input, ensuing year's Jan. 1 – Dec. 31 budget for presentation to the Board of Managers for approval at its November meeting.

GROUNDS – Reviews grounds and makes recommendations to the Board of Managers for final determination. Presents monthly report to the Board.

SOCIAL – Plans and coordinates social and hospitality activities. Presents monthly report to the Board.

PETS – Residence group formed to be a shared reciprocal sitting service. Services can be arranged through the committee chairperson.

AD HOC COMMITTEES

Ad hoc committees are formed at the pleasure of the Board to accomplish specific tasks and will serve for the duration of the assignments.

COMMON CHARGES

Common charges are due and payable on the first day of each month. Payments received later than 5 PM on the 10th day of the month are subject to a \$15 **late payment charge**.

Pertinent Excerpts from the Prospectus (By-Laws):

In the event of default by any unit owner in payment of common charges as determined by the Board of Managers, such owner shall be obligated to pay the maximum legal interest rate on such common charges from the due date thereof, together with all expenses, including attorneys' fees incurred by the Board of Managers in any proceeding brought to collect such unpaid common charges. The Board of Managers shall have the right and duty to attempt to recover such common charges, together with interest thereon, and action to recover the same brought against such unit owner, or by foreclosure of the lien on such unit granted by Section 339-z* of the Real Property Law of the State of New York, in the manner provided in Section 339-aa** thereof.

In any action brought by the Board of Managers to foreclose a lien on a unit because of unpaid common charges, the unit owner shall be required to pay a reasonable rental for the use of his unit, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same.

No unit owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his unit unless and until he shall have paid in full to the Board of Managers all unpaid common charges theretofore assessed by the Board of Managers against his unit and until he shall have satisfied all unpaid liens against such unit, except permitted mortgages.

***Section 339-z. Lien for common charges; priority; exoneration of grantor and grantee**

The Board of Managers, on behalf of the unit owners, shall have a lien on each unit for the unpaid common charges thereof, together with interest thereon, prior to all other liens except only (i) liens for taxes on the unit in favor of any assessing unit, school district, special district, county or other taxing unit, and (ii) all sums unpaid on a first mortgage of record or on a subordinate mortgage of record held by the New York job development authority. Upon the sale or conveyance of a unit, such unpaid common charges shall be paid out of the sale proceeds or by the grantee. Any grantor or grantee of a unit shall be entitled to a statement from the manager or Board of Managers, setting forth the amount of the unpaid common charges accrued against the unit, and neither such grantor nor grantee shall be liable for, nor shall the unit conveyed by subject to a lien for, any unpaid common charges against such unit accrued prior to such conveyance in excess of the amount therein set forth. Notwithstanding the above, provide that the lien for common charges will be superior to any mortgage liens of record.

(As amended L.1969, c. 489 section 1; L. 1974, c. 1056, section 8.)

So in original. Probably should read "condominium".

1974 Amendment. L. 1974, c.1056 section 8, eff. June 15, 1974, provided that a declaration of an exclusive non-residential condominium may provide that the lien for common charges will be superior to any mortgage liens of record.

1969 Amendment. L. 1969, c.489 section1, eff. May 10, 1969 inserted “or on a subordinate mortgage of record held by the New York job development authority” in cl. (ii).

**** Section 339-aa. Lien for common charges; duration; foreclosure**

1. Generally

Statutory lien for condominium common charges is without force or effect until the lien is filed, but, by the act of filing notice of lien, the lien obtains priority over previously filed liens and mortgages, except as statutorily noted. Washington Federal Savings and Loan Assn. v. Schneider, 1978, 95 Misc. 2d 924, 408 N.Y.S. 2d 588.

EMERGENCY EVACUATION PLAN

I WHAT TO DO FIRST:

- A. Call 911 for assistance.
- B. Set off the building alarm to alert others.
- C. Leave the building.
- D. Proceed to the carport and give your name and unit number to the person taking the attendance.

NOTE: If you are the one who reported an emergency to 911, make sure you, or someone else, is at the front door to provide entry and directions to the persons responding to the call. (Fire, police, ambulance, etc.)

II RULES FOR EVACUATION:

- A. DO NOT PANIC.
- B. DO NOT USE THE ELEVATOR.
- C. Exit through the nearest stairwell.
- D. Assemble at the carport
 - 1. Report to the attendance taker that your unit is empty.
 - 2. If you know of anyone needing assistance inform the attendance taker of their location.

III IF YOU CAN NOT EVACUATE THE BUILDING:

- A. Stay in your unit. Hang a bed sheet from the window, or balcony, to let rescuers know that you are in need of assistance.
- B. If you are on the list of those persons requiring handicapped assistance, both the attendance taker and the fire department will have that list insuring you of **special** consideration, and they will act accordingly.
- C. If there is smoke in the building and you are waiting in your unit for help:
 - 1. Put wet towels under your door to keep out smoke.
 - 2. Go to the windows, or the balcony, for fresh air.
- D. The stairwells are safe areas from fire and smoke, but may not be safe in some other kinds of emergencies. They are to be used for safe emergency exiting. If it is not possible to leave the building, stay in your unit, or go to the second safest place, the stairwell. Those persons who are registered as handicapped with the Safety Committee will be given priority.

NOTE: In the event of any emergency you must report to the attendance taker who will be located in the carport. The attendance taker will report all unreported persons to the authorities.

- 1. The attendance taker is the first person to reach the carport.
- 2. Lists with unit numbers will be taped to the underside of the tables in the front and rear entry halls, along with pencils.
- 3. Units of those needing handicapped assistance will be in **bold print**.
- 4. If you are in need of special help it is your responsibility to notify the Fire Safety Committee or Management.

THE FOLLOWING ARE THE PARKING RULES FOR SCARBOROUGH HOUSE

1. There is to be no overnight parking in the front of the building. Residents and overnight guests are to park in the back parking lot.
2. The front circle parking is reserved for non-overnight guest parking.
3. Residents may use the front circle parking for no more than 20 minutes.
4. No parking is permitted in the straight driveway from East Avenue to the end of the building.
5. Under no circumstances are cars to be parked in the fire lanes as posted **CARS PARKED IN THE FIRE LANES MAY BE TOWED WITHOUT NOTICE.**
6. No vehicle licensed or unlicensed is to be stored in the parking lot at any time.
7. Parking is restricted to passenger vehicles only.
8. Motor vehicles are not to be driven or parked on the lawns.

ENFORCEMENT OF PARKING REGULATIONS

The Board of Managers is empowered to execute any and/or all of the following with regard to those residents who are in violation of the Parking Regulations established herein:

1. Upon violation of the rules (1-8 above) a notice will be placed on the car's windshield notifying the driver of the violation. The first violation serves as a notice. Further violations will result in the following fines; second offence-\$10 fine, third and subsequent offences-\$25 fine. Non-payment of these fines will result in a lien being placed on the unit. In all violations, the Board of Managers reserves the right to have the vehicles towed, should the resident not take steps to resolve the problem.
2. No notice will be given should a resident and/or guest park in the fire lane. The car is subject to towing. Any expense from the towing, or related to towing, will be paid by the resident.
3. Should any expense, i.e. fines, towing, etc., be incurred by a renter the homeowner is ultimately responsible should the renter not pay.

ADDITIONAL PARKING INFORMATION

1. A resident renting a carport or garage is expected to utilize for parking. Also, they are to be used exclusively by the resident renting it.

SNOW REMOVAL

Snow will be removed from roadways, parking areas, and main sidewalks on an as needed basis throughout the winter season, when snow accumulation exceeds three inches. **It is imperative** that your vehicle(s) be moved at least once in every 24 hour period following snowfall of this depth. If this is not the case, you will be requested to move your vehicle(s). **Non-response to the request will result in the towing away of your vehicles(s), at your expense.**

PETS

1. NO DOGS ALLOWED except for residents and/or their guests who require Seeing Eye Dogs or Hearing Alert Dogs. In such case these must be registered as to training and a copy of training certificates are to be placed on file with the Board.
2. All other pets require a variance, (See variance on the following page), to be submitted to the Board for approval.
3. No pets are to have free access to any common areas.
4. All pets belonging to overnight guests of residents also require a variance.
5. The harboring of pets within individual units which create a nuisance for the Condominium is prohibited; i.e. loud noises, noxious odors, et cetera.

ENFORCEMENT OF PET RULES

The Board of Managers is empowered to execute any and/or all of the following with regard to those residents who are in violation of the Pet Rules established herein:

1. Upon receipt of a written complaint, the Board of Managers will authorize the management company to issue a letter to the offending pet owner advising of the complaint and requesting proper remedial action. **Owners of rental units will receive a copy of any such letter.**
2. Upon failure of the pet owner to take immediate steps to resolve the problem a **fine of \$200.00 per month and not to exceed \$1000.00 per month will be imposed upon the unit owner** for the offense. A monthly fine will be imposed until the situation is corrected. Nonpayment of any such fines may result in the filing of a lien against the unit.

SCARBOROUGH HOUSE CONDOMINIUMS
Applications for Pet

TO: BOARD OF MANAGERS

FROM: _____

Applicant's name

Applicant's unit number

Applicant's phone number (home and work)

I/We request permission to have a pet(s) in unit, the pet(s) is/are described as follows:

(Please state type, breed size, weight)

For pets belonging to guests, the length of stay will be from _____ to _____.
(Date) (Date)

I/We Understand:

- A. Any approval granted hereunder can be revoked should pet cause any problems and/or complaint in the building and/or ground.
- B. That as owner of the pet, I/We are subject to all existing or future pet rules of Scarborough House, and agree to observe them.

Signed: _____

Received by: _____

Date received: _____

The above request is:

_____ Approved

_____ Disapproved

Comments:

EXTERIOR/INTERIOR ALTERATIONS

Unit owners shall not make **any** structural addition, alteration, or improvement, electrical and/or plumbing additions and/or alterations to their units – either internal or external – without prior written approval of the Board of Directors.

1. Plans, architectural/engineering, are to be submitted to the Board of Managers.
2. Plans are to be accompanied by a written statement from a certified architect/engineer guaranteeing that the building structure will not be affected.
3. All electrical and plumbing work is to be done by licensed persons.
4. All work must be compatible with building systems.

It is vital that the appearance and character of Scarborough House be uniform; thus, a variance must be submitted for any exterior modifications to the exterior of your unit. Variance forms are available from the management office upon request and are to be submitted to the Board of Managers for approval.

Awnings, aerials, or exterior storm windows are not allowed.

ENFORCEMENT

The Board of Managers shall contact any unit owner whose unit is not in conformity with the property in general, advising that the condition must be corrected. In the event of non-cooperation of the owner, the Board is empowered to take necessary steps to have the condition corrected and to invoice the unit owner for any labor/materials required.

SELLING YOUR UNIT

Should you decide to sell your unit, your attention is directed to the following:

“For Sale” signs are prohibited throughout the complex, with the exception of those placed on common property during an **advertised** “Open House”. “For Sale” signs are not to be displayed at any other time or in any other fashion. If dealing with a real estate agent, it is your responsibility to advise the agent of this.

The Resident Manager has the authority, through the Board of Managers, to remove any improperly placed sign.

It is also your responsibility to advise the management office as soon as an offer on your unit has been accepted, since various documents (i.e., statements concerning common charges, exterior alteration, etc.) are routinely requested by the attorneys handling the closing. At the time of the sale it is necessary that the management office have the name (s) of the new owner (s), so that it may effect the necessary communication.

A copy of the Prospectus is required for all closings. In the event you do not have a copy, another one may be ordered from the management office, at a charge to you of \$50.00.

It is required that this Residents’ Manual be transferred to the new owner (s). Failure to do so will result in a charge to the seller to cover the cost of providing a copy to the purchaser (s).

RENTAL OF YOUR UNIT

In the event you rent your unit, it is your responsibility to provide your tenant (s) with this manual, or a copy of this Manual, and to provide a copy of the lease to management for the Board of Managers.

Any lease must be consistent with the Declaration, By-Laws and Rules & Regulations of the Condominium. The lease must further provide that if tenant fails to comply with these provisions, the Board of Managers shall have the power to terminate such lease and/or bring a summary proceeding to evict tenant in the name of the landlord, this in the event the owner does not rectify the situation at the request of the Board.

Unit owners shall not lease their units for a period of less than 30 days without **prior written consent** of the Board of Managers.

Any lease must further provide that if the owner/landlord fails to pay common charges or any assessment against the unit owner, the Board of Managers can evict the tenant by giving not less than 30 days written notice of foreclosure of the lease granted by Section 339-z of the Real Property Law of the State of New York.

COMMON AREAS/ELEMENTS – DEFINED

For purposes of complete understanding of common areas/elements (to be maintained by the Scarborough House Property Owners' Association) versus restricted common areas (where responsibility for maintenance rests with the owner/resident) the following breakdown is provided:

Common Elements:

- exterior walls
- Roof
- Hallways
- Lobby
- Elevator
- Garbage rooms
- Outside of door to unit
- Parking lot
- Laundry room
- Cunningham Room
- Basement, exterior of storage areas
- Grounds
- Mailbox outside of door to unit

Owner's Responsibility:

- Interior of entrance door
- Windows-panes and casings (frames)
- Screens
- Appliances, **including** air conditioner
- Interior walls/ceilings
- Interior plumbing/electrical for service to individual unit only
- All plumbing fixtures
- Interior of storage units

TERRACES/BALCONIES

Balconies are considered restricted common areas and are the responsibility of the Homeowner's Association, but are to be used exclusively by the unit owner or renter. Any repairs deemed necessary to the balconies, not caused by negligence on the part of the resident of said unit, will be covered by the common charges. The resident will be held responsible for repairs if damage is due to negligence. The following are some rules to be observed should your unit have a balcony:

1. Plans for any changes and/or alterations must be submitted to the Board of Managers for approval.
2. Under no circumstances are clothes lines or drying racks to be placed on the balconies for the purpose of drying or airing.
3. Nothing is to be hung on railings.
4. There is to be no barbecuing on balconies.
5. Every safety factor must be exercised to prevent objects from falling from balconies.
6. No bird or squirrel feeding is to be done from balconies.
7. Balconies are not to be used as storage areas. They are to be furnished with appropriate outdoor furniture. The Board of Managers reserves the right to demand the removal of things that are considered to be unsightly.

CUNNINGHAM ROOM

The Cunningham Room is a common area. Should you care to reserve the Cunningham Room for your exclusive use, the room is to be reserved through management. Management will post notice that the room is reserved. The person making a reservation is responsible for the cleaning, closing the windows, shutting off of lights and leaving the room in good condition. Any damage and/or incident is reported to management.

The bulletin Board serves as a place for notices from both the Board and Management, including monthly Minutes.

A book exchange is available in the Cunningham Room.

DISPOSAL ROOMS

The following are the rules to be observed for the garbage rooms located on each floor of the building:

1. No glass or aerosol containers are to be placed down the compactor chute. Both articles of this type are to be placed in the barrel provided.
2. Newspapers are to be placed on the table next to the barrel.
3. No perishable garbage is to be placed in the barrel. All perishable garbage should be bagged and thrown down the chute. Bags have been provided for you on each floor by the Property Owners Association.
4. Garbage bags that are too large to be placed down the chute are to be taken to the dumpster.
5. **Under no circumstance should anything be stored in the garbage room. Everything in these will be thrown out.**

MAIL DELIVERY

Mailboxes are located in the lobby area of Scarborough House and are maintained by the U. S. Postal Service. Keys to individual boxes are issued to each resident upon move-in by Management.

A mailroom on the first floor is used for second and third class mail that is not put in the mailbox by the postman. Oversized first class mail will also be placed in this room. A box for each unit has been provided. It is the residents' responsibility to collect their mail from the mailroom. The Association is in no way responsible for any lost article of mail.

The mailboxes provided outside each unit door are used for inter-building communication.

SCARBOROUGH HOUSE CONDOMINIUM

DECLARATION

As recorded 30 December 1983 in Liber 6453 of Deeds at page 299

BY-LAWS

Amendment to By- Laws dated 28 January 1992

Scarborough House Condominium

To: All Residents of:
Scarborough House Condominium

From: Gail F. Long, Property Manager
Rock Hurst Corporation

Date: Tuesday 28 January 1992

Re: Passage of an Amendment Prohibiting Move-in or Move-outs Through Front Foyer.

At the Annual Meeting of Scarborough House condominium on 03 December 1992 an amendment to the by-laws prohibiting all unit owners or their tenants from moving in or moving out of the building through the front entrances was approved. The amendment was voted upon at the 03 December 1991 Annual Meeting of Unit Owners and was passed by 662/3 % of all unit owners present in accordance with Article XI, Section 11.01 of the By-Laws. A fine of \$200.00 for all violators will be enforced. This also included deliveries of all furniture and appliances from commercial sources.

Unit owners will be billed directly for any fines levied against their tenants. This Amendment does not prohibit you from bringing small items into the building yourself.

The Amendment to the By-Laws of Scarborough House Condominium as Passed on 03 December 1991 is stated as follows:

ARTICLE II, Section 2.02 M SCARBOROUGH HOUSE CONDOMINIUM

MOVE-IN AND MOVE-OUT REGULATIONS

Violations of the rule against moving in or out of the front entrance of the building shall subject unit owners to a fine of \$200.00. Unit owners shall also be liable for violations of their tenants.

Explanatory Notes

(Please notify the Management Company at least five business days prior to moving. The proper moving pads will be placed in the elevator for your use on the day of the move. This will protect your furniture and the elevator.)

(Unit owners and their tenants shall move in and out of the building through the rear entrance. Any specific piece of furniture that cannot fit through the rear entrance area must be cleared through the Management agent, before any moving begins.)

