

**BYLAWS**  
OF THE  
**DOUGLAS MANOR ASSOCIATION**

Office of the DMA  
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(718)-225-3111

Following are the Bylaws of the Douglas Manor Association as adopted at the meeting of the Association held on February 18, 1909, and subsequently amended through April 30, 2007. (Revised 4/29/98, Amended 5/8/01, 4/23/02, 9/12/06 and 4/30/07)

## ARTICLE I—GENERAL

**Sec. 1. Name.** This organization shall be named Douglas Manor Association, Incorporated; henceforth in these Bylaws referred to as "the Association." It is an association of property owners in Douglas Manor which, on behalf of its members, also owns waterfront and other real property in Douglas Manor.

**Sec. 2. Legal Status.** The Association was established as a Membership Corporation of New York State on March 20, 1906. Its status was modified on April 2, 1973, and it is currently a Not-for-Profit Corporation of New York State.

**Sec. 3. Property.** Douglas Manor consists of the area in Douglaston, Queens that is delineated on the map surveyed by Leonard C.L. Smith, C.E., dated April 23, 1906 and filed with the Clerk of Queens County on May 2, 1906, and other properties that have been or may be acquired by the Association after the latter date. Within Douglas Manor are numbered lots, each of which is subject to certain deed restrictions, appended here as Appendix A.

**Sec. 4. Seal.** The Seal of the Association shall be circular in form, containing the name of the Association and the year of its original incorporation.

**Sec. 5. Purposes.** The purposes of the Association are to:

- (a) Care for the common property, providing such services as are necessary for its maintenance, enhancement, and peaceful and responsible enjoyment;
- (b) Ensure adherence to the deed restrictions governing the privately-owned properties in Douglas Manor;
- (c) Take other appropriate action to sustain and improve the quality of life in Douglas Manor.

**Sec. 6. Fiscal Year.** The fiscal year of the Association shall begin on April 1 and end on March 31.

**Sec. 7. Definitions.** When used in these Bylaws:

- (a) The words "Board" or "Directors," when used standing alone, mean the Board of Directors of the Association.
- (b) The word "residence" means a dwelling that has been or is being erected in Douglas Manor.
- (c) The word "member" means the owner(s) of a Douglas Manor residence.
- (d) The terms "household" and "member household" mean all individuals living in a member's Douglas Manor residence.
- (e) The word "lot" means a plot of land designated by a single number on the map of Douglas Manor described in Sec. 3 above.
- (f) The term "building site" means a site on which a dwelling may be built in accordance with the restrictive covenants of the Association which are part of the site deed.
- (g) The term "common property" means the real property owned by the Association.

## ARTICLE II — MEMBERSHIP

**Sec. 1. Membership Qualifications, Obligations; Good Standing.** An owner, or owners, of a residence in Douglas Manor is a member of the Association and is obligated to pay annual dues as set forth in Article VII. A member is in good standing provided that all monies owed to the Association have been paid, although the Board, at its discretion, may waive this requirement.

**Sec 2. Membership Rights and Privileges.** A member of this Association in good standing is entitled to all the rights and privileges thereof, including but not limited to:

- (a) A member in good standing, and all members of his or her household, may use the Association's common property subject to rules promulgated by the Board of Directors. However, failure to obey such rules may result in suspension of this privilege.
- (b) A member in good standing may attend all membership meetings of the Association and may vote in accordance with Article V, Sec. 7.

**Sec. 3. Nonresident Membership.** An individual who does not own a residence in Douglas Manor but wishes to enjoy certain privileges of membership may, upon application and acceptance, be deemed a nonresident member,

provided that he or she pays annual dues as the Board of Directors shall designate. A nonresident member and his or her immediate family may use the common property as other members do, but may not vote at any meeting of the Association. Continuation of this class of membership shall be at the discretion of the Board.

**Sec. 4. Membership Termination.** Sale of the residence that qualified the owner(s) as a member of this Association shall terminate membership and all rights thereunder.

**Sec. 5. Owners of Undeveloped Building Sites.** An owner of an undeveloped building site is required to pay an annual deed tax of \$1.00 per lot. Such an owner is not, by virtue of such ownership, a member of the Association or entitled to membership privileges.

**Sec. 6. Rental Properties.** If a Douglas Manor homeowner in good standing has rented his or her residence, then the tenant may use the common property subject to the same limitations imposed upon members of the Association in good standing, but the tenant is not entitled to vote at any meeting of the Association.

### ARTICLE III — DIRECTORS, OFFICERS & EMPLOYEES

**Sec. 1. Board of Directors.** The property and affairs of the Association shall be managed by fifteen (15) Directors, who, as a body, shall be known as the Board of Directors. The Directors shall be elected by the members of the Association in accordance with Article V.

**Sec. 2. Directors' Qualifications.** To be eligible for nomination as a Director, an individual must have resided in Douglas Manor for at least the past three years and must be a member of the Association in good standing. A Director must be a member of the Association in good standing during his or her entire term of office. Should any Director cease to reside in Douglas Manor or cease to be a member in good standing, his or her office shall become vacant and shall be filled as provided in Sec. 4 below.

**Sec. 3. Election of Directors, Terms.** Five (5) Directors shall be elected at each annual meeting, each to serve three (3) years from the date of the first Board meeting following their election or until their successors take office. At the annual meeting, members of the Association shall also elect as many additional Directors as necessary to fill unexpired terms, such Directors to serve one (1) or two (2) years, as designated, from the date of the first Board meeting following their election or until their successors take office.

**Sec. 4. Vacancies.** A vacancy on the Board occasioned by death or other cause shall be filled by majority vote of the remaining Directors, and the Director so elected shall serve until the first Board meeting following the next annual election.

**Sec. 5. Reelection of Directors.** A Director may be reelected to a second consecutive term, and to a third if the first was not a full term. No member who has been a Director for two consecutive full terms is eligible for another term until the annual meeting following the expiration of his or her second full term of office.

**Sec. 6. Election of Officers, Term.** The Board shall, at its first meeting of the Board following the annual election, elect from its members a President, one or more Vice-Presidents, and a Treasurer, all of whom shall hold office until their successors are elected.

**Sec. 7. Compensation of Directors; Indemnification.** The Directors and Officers defined above shall serve without compensation. However, the Association shall carry insurance to indemnify Directors and Officers for any liability for which they are found responsible and which does not result from malfeasance in their duties as Directors or Officers.

**Sec. 8. Employees; Compensation.** The Board shall appoint a Secretary, an Assistant Treasurer, and such other officers as it deems appropriate, to serve during its pleasure and for such compensation as the Board shall determine. These offices may be held by a person or persons who are not Directors. The Board shall also approve the hiring and compensation of such other employees as may be required to accomplish the work of the Board's Committees as defined in Article IV.

**Sec. 9. President, Duties of.** The President shall preside at all meetings of the Association and of the Board. He or

she shall, with the Secretary, sign all written contracts and obligations of the Association; may, with the Treasurer or other officer designated by the Board, countersign bank checks; and shall exercise the usual functions pertaining to this office, subject to the authority of the Board.

**Sec. 10. Vice-President, Duties of.** The Vice-President, or Vice-Presidents in the order elected, shall have the powers and perform the duties of the President in the event of the latter's absence or disability, subject to the authority of the Board.

**Sec. 11. Secretary, Duties of; Inspection of Membership List.** The Secretary shall keep the minutes and records and conduct the correspondence of the Association and of the Directors. The Secretary shall, with the President, sign all written contracts and obligations of the Association; shall have custody of the Seal of the Association, as well as its books, records, securities, and title deeds; and shall perform the usual duties of this office, subject to the direction and control of the Board. The Secretary shall prepare and keep on file at all times a complete and accurate list of all owners of Douglas Manor lots with their names and addresses, and shall produce, at any Association meeting, the books and records showing a list of members and their eligibility to vote; such list at all times shall be open to inspection by any member by arrangement with the Secretary. As set forth in Sec. 8 above, the Secretary may be a paid employee of the Association. The Secretary may also, if the Board so decides, assume the duties of Assistant Treasurer.

**Sec. 12. Treasurer and Assistant Treasurer, Duties of.** The Treasurer shall, subject to the authority of the Board, collect all monies due the Association; pay all bills after the checks have been countersigned in accordance with Article VI, Sec. 2; invest the Association's funds; prepare an annual budget; and file, or oversee the filing of, tax returns. He or she may delegate, subject to the countersigning requirement, the collection and disbursement of funds to an Assistant Treasurer who may be employed by the Association. The Treasurer or Assistant Treasurer may also hold petty cash to pay small expenses, the amount of such cash to be determined by the Board. The Treasurer shall chair the Finance Committee.

**Sec. 13. Treasurer's Bond.** The Directors may require a bond of the Treasurer and/or Assistant Treasurer and may require any such officer to furnish bonds in such amounts and with such sureties as they may approve. The premium on such bonds shall be paid by the Association.

**Sec. 14. Reports to Members.** In addition to the annual report to members required under Article V, Sec. 4, the Board shall cause to be mailed to each member household at least quarterly a letter or other publication describing the pertinent activities of the Board and its Committees and, at the discretion of the Board, containing such other information as may be relevant specifically to residents of Douglas Manor.

## ARTICLE IV — COMMITTEES

**Sec. 1. Standing Committees, Number, Membership.** The Board shall appoint the chairpersons for nine standing committees to be known as: Audit Committee, Finance Committee, Grounds Committee, Legal Committee, Membership Committee, Memorial Field Committee, Pier and Beach Committee, Properties Committee, and Security Committee. Each Committee shall consist of at least three members of the Association, of whom only the chairperson need be a Director.

**Sec. 2. Audit Committee, Duties of.** The Audit Committee shall procure the services of the auditor required by Article VII, Sec. 1. Only the chairperson of the Audit Committee shall be a member of the Board.

**Sec. 3. Finance Committee, Duties of.** The Finance Committee shall, subject to the direction and control of the Board, advise the Board concerning the filing of tax returns, formulating a budget, making investments, and other financial matters.

**Sec. 4. Grounds Committee, Duties of.** The Grounds Committee shall, subject to the direction and control of the Board, direct and control all matters pertaining to the maintenance and improvement of the common property, including the hiring and supervision of such employees as may be needed, except that it shall be responsive to the maintenance needs identified by the Memorial Field Committee and the Pier and Beach Committee and to any

Board-approved improvement projects that fall under the jurisdiction of those committees.

**Sec. 5. Legal Committee, Duties of.** The Legal Committee shall, subject to the direction and control of the Board, advise the Board on legal matters, select and employ counsel for the Association, and assist such counsel; and it shall have the power to initiate and pursue litigation.

**Sec. 6. Membership Committee, Duties of.** The Membership Committee shall, subject to the direction and control of the Board, assist the Secretary in preparing and maintaining the list of Manor property owners; and shall ensure that new members of the Association are fully informed of the deed restrictions, these Bylaws, the rules and other information concerning the use of the Association's common property, and guidelines related to Douglas Manor's status as part of the Douglaston Historic District of New York City.

**Sec. 7. Memorial Field Committee, Duties of.** The Memorial Field Committee shall, subject to the direction and control of the Board, oversee all matters pertaining to Memorial Field and its structures and equipment. It shall promulgate rules for the use of these facilities; with the approval of the Board, hire and supervise such employees as may be needed; schedule routine maintenance with the Grounds Committee; receive and act upon complaints and suggestions; identify use and maintenance problems and propose solutions; and plan improvements.

**Sec. 8. Pier and Beach Committee, Duties of.** The Pier and Beach Committee shall, subject to the direction and control of the Board, oversee all matters pertaining to the swimming beach, pier, floats, and enclosed pier area that are under the jurisdiction of the Association. It shall promulgate rules for the use of these facilities; with the approval of the Board, hire and supervise such employees as may be needed; schedule routine maintenance with the Grounds Committee; receive and act upon complaints and suggestions; identify use and maintenance problems and propose solutions; and plan improvements.

**Sec. 9. Properties Committee, Duties of.** The Properties Committee shall, subject to the direction and control of the Board, monitor adherence to Douglas Manor deed restrictions, verify apparent violations, propose remedies to the property owners, and recommend legal action where appropriate. It shall report other apparent property violations to appropriate agencies; and it shall consult with the New York City Landmarks Preservation Commission or other appropriate agencies or groups regarding issues related to Douglas Manor's status as part of the Douglaston Historic District of New York City.

**Sec. 10. Security Committee, Duties of.** The Security Committee shall, subject to the direction and control of the Board, arrange for the services of a professional security company, supervise that company's performance, receive and act upon complaints related to security operations, and advise Association membership on steps they can take to increase their safety.

**Sec. 11. Other Committees.** The Board may appoint other Committees that it deems necessary or advisable.

## ARTICLE V — MEETINGS

**Sec. 1. Annual Meeting; Date of.** The annual meeting of the Association shall be held in the month of April, on a date and at a time to be determined by the Board, in Douglaston, Queens, at such place as the Board may decide.

**Sec. 2. Financial Report; Availability.** The Board shall cause to be made available to all members, at least five days before the annual meeting, a copy of the summary financial report for the past fiscal year, and a copy of the proposed budget for the ensuing fiscal year; and shall provide members timely notice as to how and where they can see these documents.

**Sec. 3. Order of Business.** The order of business at the annual meeting shall be as follows:

- (a) Determination of quorum.
- (b) Reading of minutes.
- (c) Board and Committee reports.
- (d) Unfinished business.
- (e) New business.
- (1) Election of Directors.

- (2) Election of Nominating Committee.
- (3) Other matters.

**Sec. 4. Board Report; Contents.** At the annual meeting, the Board shall present a report, verified by the President and the Treasurer, containing the following information:

- (a) A list of the real and personal property owned by the Association and where located;
- (b) The total amount of funds belonging to the Association, changes in the amount over the past fiscal year, and where and how those funds are held or invested;
- (c) The debts or liabilities of the Association and any changes in those debts or liabilities over the past fiscal year;
- (d) All receipts during the past fiscal year;
- (e) All disbursements during the past fiscal year;
- (f) The names and addresses of all persons who became members of the Association during the past fiscal year, and where the names and places of residence of the current members may be found.

This report shall be available for inspection at the office of the Association at least three (3) business days before the annual meeting; shall be filed with the records of the Association; and either a copy or an abstract thereof shall be entered in the minutes of the proceedings of the annual meeting.

**Sec. 5. Tellers, Watchers; Appointment.** Two Tellers shall be appointed at the annual meeting to count the votes for the Directors and the Nominating Committee, and they shall have charge of the polls. The presiding officer shall, at the request of five (5) members in good standing, appoint two (2) watchers, whom such members shall designate, to examine the ballots and watch the count conducted by the Tellers.

**Sec. 6. Tellers' Report; Challenge, Disposition.** The tellers shall make a written report stating the name of each candidate voted for, the number of votes cast for each, and the names of the candidates, in order, who received the largest number of votes for the positions at stake. The presiding officer shall thereupon read such report to the meeting. The Tellers' report shall be conclusive unless challenged by the Watchers, in which case the members present, both in person and by proxy, shall immediately determine the procedure to be taken.

**Sec. 7. Voting Rights, Eligibility.** Each member in good standing, as defined in Article II, Sec. 1, shall be entitled, at all Association meetings, to cast one (1) vote in person or by proxy on all matters brought to a vote; except that in the case of a property with more than one owner, only one member shall be entitled to vote. The Secretary shall determine, on the basis of dues-payment records, which members are in good standing. No tenant of a Douglas Manor residence and no nonresident member shall be entitled to vote.

**Sec. 8. Special Meetings; How Called, Procedure.** A Special Meeting of the Association for the consideration of any topic specified in the notice may be called at any time by the President or a majority of the Board, and shall be called upon the written request of fifty (50) or more member households in good standing. Prior to consideration of the business at hand, the existence of a quorum shall be determined.

**Sec. 9. Notice of Meetings.** Notice of annual and special meetings of the Association shall be mailed to all member households at least ten (10) but no more than fifty (50) days in advance of such meeting.

**Sec. 10. Quorum.** At each annual or special meeting, ten (10) per cent or more member households that are represented in person or by proxy, and that are in good standing, shall constitute a quorum.

**Sec. 11. Directors Meetings; Quorum, Notice, Absence.** The Board shall meet monthly on a date and at a place selected by the Board. Eight Directors shall constitute a quorum. Notice of each such meeting shall be sent to all Directors at least three (3) days before the meeting, except that such a meeting may be held at any time and place by unanimous consent. If a Director fails, without acceptable excuse, to attend three consecutive monthly meetings of the Board, he or she shall be deemed to have forfeited the office, and that position shall be filled in the manner prescribed in Article III, Sec. 4.

**Sec. 12. Committee Meetings; Quorum.** The Committees may meet monthly or as often as they deem necessary. A majority of a Committee shall constitute a quorum.

## ARTICLE VI — NOMINATIONS

**Sec. 1. Nominating Committee; How Elected.** A Nominating Committee consisting of five (5) members to serve for the ensuing year shall be elected by the members of the Association at the annual meeting. The Committee shall consist of two classes: two (2) members shall be members of the Board whose terms do not expire at the next annual election, and three (3) shall be members of the Association in good standing who are not Directors. After nominations are closed, the presiding officer shall advise the members present of the names of all nominees in each class. Ballots shall then be cast for not more than two (2) nominees in the class of Directors and not more than three (3) nominees in the class of non-Directors. The two (2) nominees in the Director class and the three (3) nominees in the non-Director class receiving the largest number of votes shall constitute the Nominating Committee, with power to select its own Chairperson. The nominee in the Director class receiving the third-highest number of votes and the nominee in the non-Director class receiving the fourth-highest number of votes shall be designated alternates, to take the place of any member of the Nominating Committee in the alternate's class who shall resign or otherwise be unable to serve. Any other vacancy shall be filled by the Board from the class corresponding to the vacancy.

The election of the Nominating Committee shall be governed by all Bylaws applicable to the election of Directors at the annual meeting.

**Sec. 2. Nominating Committee; Function, Duration.** The first meeting of the Nominating Committee shall be held no later than January 15 of the following calendar year. The duty of the Committee shall be to prepare a slate of candidates sufficient to fill the vacancies in the office of Director that will exist at the next annual meeting, including candidates to fill unexpired terms. The slate must consist of members in good standing and may not include members of the Nominating Committee. The Committee's function shall end when it has submitted its report as specified in the following section.

**Sec. 3. Nominations by Committee; Notice to Members.** Nominations by the Nominating Committee shall be filed with the Secretary at least sixty (60) days prior to the annual meeting, and the members shall be notified of such nominations at least thirty (30) days prior to the annual meeting.

**Sec. 4. Nominations by Petition; Notice to Members.** Nominations for the office of Director may be made independently by fifteen (15) member households of the Association who are in good standing. These, signed by the proposers, shall be filed with the Secretary at least twenty (20) days prior to the annual meeting, and the Secretary shall mail such nominations to each member of the Association at least ten (10) days prior to the annual meeting.

**Sec. 5. Nominations; Required for Election.** No individual may seek election to the Board unless his or her name has been placed on the ballot by the Nominating Committee or by petition as described in Sec. 4 above.

## ARTICLE VII — FINANCE

**Sec. 1. Audit.** The Board shall employ an independent accountant to perform an annual audit of the Association's financial records, and the results of that audit shall be published.

**Sec. 2. Countersigning.** Every check drawn on an Association account shall be signed by two officers or directors so authorized by the Board.

**Sec. 3. Dues, Amount.** The annual dues for each residence shall be an amount proposed by the Board and approved by two-thirds (2/3) of the member households present, in person or by proxy, at an annual meeting or a special meeting of the Association.

**Sec. 4. Dues; Notification, Payment, Penalties.** A statement of annual dues, arrears, and penalties owing shall be mailed to each member household before April 1 each year. The annual dues shall be due and payable on April 1. If dues are not paid within thirty (30) days of that date, a penalty of five percent (5%) of the unpaid amount may be charged, together with interest which shall accumulate at the rate of six percent (6%) per annum until the amount owing is paid.

**Sec. 5. Liens.** Dues shall become and be a lien against the property on which they are levied, on the day when they

become due and payable, and, together with any assessed penalties and interest, shall remain a lien until paid. If dues are not paid when due and payable, the Board is authorized to start litigation at any time in the name of the Association to recover such monies and to record judgment for the same when obtained. In the event that the Board starts litigation to recover unpaid dues, the member who is in default of payment shall reimburse the Association for all associated costs and reasonable attorney's fees arising out of such litigation and the same shall become and be a lien on the property on which the dues are levied.

**Sec. 6. Suspension of Privileges and Rights.** If a member fails to pay dues or assessed interest and penalties as provided in Sec. 3 and Sec. 4 above, that member shall be suspended from all rights and privileges as a member of this Association, including the right to vote and all pier, swimming, and boating privileges. Such forfeiture extends to all members of his or her household, and shall cease only when all monies owed to the Association have been paid.

**Sec. 7. Dues Abatement.** Anyone who has been a fully paid-up member of the Association for at least twenty-five (25) years may apply to the Board to have his or her annual dues reduced by an amount not to exceed twenty-five percent (25%). The Board may in its sole discretion, approve such an application upon a finding by the Membership Committee that payment of full dues would create a hardship for said member household. If a dues abatement is granted, the Board shall periodically review its appropriateness and may, at any time, terminate such abatement effective with the beginning of the next fiscal year, provided that timely notice of such termination is mailed to the affected member.

## ARTICLE VIII—PARLIAMENTARY AUTHORITY

The current edition of *Robert's Rules of Order Newly Revised* shall govern all proceedings of the Association in all cases to which they are applicable and in which they are not inconsistent with these Bylaws.

## ARTICLE IX — AMENDMENT

**Sec. 1 Amendments; Method, Notice to Members.** These Bylaws may be repealed, altered, or amended at any meeting of the Association by a vote of two-thirds (2/3) of the member households in good standing that are present in person or by proxy, provided that notice of such proposed action has been mailed to each member household at least ten (10) days before the meeting at which such proposal is to be considered.

Revised April 29, 1998

Amended: May 8, 2001  
April 23, 2002  
September 12, 1906  
April 30, 2007

## DEED RESTRICTIONS ON DOUGLAS MANOR PROPERTIES

*[NOTE: The deed restrictions vary in form, but not in substance, among the individual properties. The following text includes a complete list of the deed restrictions. Many have been rendered moot by the passage of time or by New York City statutes. Those considered to be most pertinent today are printed in bold type. Notes are enclosed in square brackets like those enclosing this note; bold type is also used in such notes for emphasis.]*

1. No house shall be erected in blocks 1 to 43 inclusive costing less than \$5,000.
2. No house shall be erected in blocks 44 to 57 inclusive costing less than

\$3,000 to \$5,000, according to the location.

- 3. No building of any character having what is known as a "flat roof" shall be erected.**
- 4. No building of the character known as a "two-family house" or "flat" shall be erected.**
- 5. No building shall be erected nearer than 20 feet to the front line of the lots.**
- 6. No building shall be erected nearer than 20 feet to the side street line of the lots.**
7. No house shall be erected on plots having a frontage of less than 100 feet in blocks 1 to 12 inclusive fronting on Shore Road.
8. No house shall be erected on a plot containing less than 4 lots in the remainder of blocks 1 to 12 inclusive; in blocks 13 to 16 inclusive; or in block 41.
9. No house shall be erected on a plot containing less than 3 inside or 4 corner lots in blocks 17 to 29 inclusive or in blocks 42 or 43.
10. No house shall be erected on a plot containing less than 3 lots in blocks 30 to 40 inclusive.
11. No house shall be erected on a plot containing fewer than 2 inside lots, or 3 corner lots, in blocks 40 to 57 inclusive. *[NOTE: RI-2 zoning restrictions presently applicable to all of Douglas Manor require a **minimum frontage of 60 feet and a minimum area of 5700 square feet for a building plot. These restrictions supersede the 2-inside-lot provision above.]***
- 12. No house shall be erected to front on any street except that on which the lots front.**
13. No lot or building erected thereon shall be used for any manufacturing or business purpose whatsoever, except that block 21 shall be exempt from said prohibition so long as it is used for the purpose of an inn, hotel, or club house.
- 14. No fence, except hedge or shrubbery, shall be permitted within 20 feet of the front line or side street line of any lot.**
15. No stable or other outbuilding shall be erected nearer than 60 feet to the front line of any lot.
16. No stable or other outbuilding shall be erected nearer than 60 feet to the side street line of lots fronting on Shore Road in blocks 1 to 12 inclusive.
17. No stable shall be erected in blocks 14 or 26, on lots 26 to 31 inclusive in block 51; in block 52; or on lots 1 to 3 inclusive in block 53.
18. No stable shall be erected nearer than 60 feet to West Drive in blocks 1, 8, 9, 15, 16, or 41; to Bayview Avenue in blocks 1 or 41; to Forest Road

in blocks 28 or 29; to Hillside Avenue in blocks 39 or 40; or to Circle Road in blocks 56 or 57.

**A plot plan showing proposed location of buildings and sanitation facilities shall be submitted to the Secretary, Douglas Manor Association, for approval before construction is begun.**

Prompt repairs shall be made to any street excavation caused by the building or repair of utility lines. The Association may require a bond of \$100 to ensure performance of such repairs.

Each lot in Douglas Manor is subject to a deed tax of One Dollar (\$1.00) per lot per year, payable on the first day in April each year. Deed taxes shall become a lien against the property on which they are levied, on the day they become due and payable, and shall remain liens until paid. *[NOTE: In two separate decisions, on 11/26/90 and 5/15/95, the New York State Supreme Court, Appellate Division, has ruled that the Douglas Manor Association is entitled to collect annual dues, as established by the membership of the Association, to support the work of the Association. The Association levies dues only against properties on which a residence has been built, and the deed taxes required by the covenant are considered to be covered by the dues. The Association does levy and collect deed taxes for unimproved properties.]*

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