



BIRCHWOOD GLEN OWNERS CORPORATION
A COOPERATIVE COMMUNITY
EST. 1986

House Rules

Effective [October 26, 2021](#)
[Form Content Omitted]

Property Office: 14 Glen Hollow Drive E-60 | Holtsville, New York 11742

Phone: 631-475-3720

Office e-mail: submit@birchwoodglen.com

Website: www.Birchwoodglen.com

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PREFACE

- Any violation to the House Rules is subject to a monetary fine, which will be added as an additional maintenance charge to the monthly maintenance bill.

Fine schedule is as follows:

- First offense: \$100.
 - Second violation of the same rule: \$200.
 - Any uncorrected, ongoing House Rule violations will subject the offending shareholder to a \$300 fine and/or additional fines or charges monthly, until all violations are remedied.
- Any consent or approval given under these House Rules by the Co-op Board of Directors shall be revocable at any time by the Co-op Board of Directors.
- These House Rules may be added to or repealed at any time by resolution of the Co-op Board of Directors, and these rules supersede all prior House Rules.

NOISE AND/OR DISTURBANCES

- a. Please be aware of the comfort of your neighbors in keeping noise to nondisturbing/reasonable levels. Please Be **CONSIDERATE** of your neighbors]. No one shall make or permit any disturbing noises (or odors) in an apartment, or on the Co-op grounds, or do or permit anything to be done, which will interfere with the rights, comfort, or convenience of other residents. This includes, but is not limited to sounds produced by any entertainment system (e.g., tvs and/or stereos), parties, pets, or musical instruments, etc.
- b. No disturbing noises, construction, or repair work or installation work involving noise shall be conducted in any apartment except on weekdays between 8:00 AM and 6:00 PM, or between 9:00 AM and 6:00 PM on weekends and legal holidays.
- c. Any and all acts of vandalism caused on the common grounds of Birchwood Glen shall be the financial responsibility of the individual (or applicable shareholder/tenant) causing the damage.

GENERAL

- a. NOTHING—including but not limited to signs, advertisements, antennas, plants, laundry, rugs, towels, etc.,— shall be hung, placed, or protrude from windows, windowsills, terrace/balconies, sides of patios, gutters, or exterior building walls, and in/ on common grounds/property. Nothing may be shaken, hung, or thrown from the windows, terraces/balconies, or doors.
- b. No objects shall be nailed, screwed, or otherwise permanently affixed to the main front door, siding, balconies/terraces/ patios, gutters of any apartment and on/in common property or grounds.
- c. No window air conditioning (or heating) units are to be used. All air conditioners and sleeves are the shareholders responsibility to repair, maintain, and replace.
- All air conditioning units must be installed in the Wall sleeves and must be covered with the proper solid or ventilated panels. At no time is any air conditioner permitted to project beyond the exterior of the building façade. — [Please note that newer replacement models may stick out slightly from the back; therefore, when such units are installed, residents are advised to have the unit **NOT** sit flush on the inside of their apartment.] Foam insulation may be recommended for a proper fit of new units. Again, replacement units CANNOT extend beyond the outside/exterior wall. As of 8/1/2021, please **DISREGARD** the replacement models for the air conditioners listed below. These models have been **DISCONTINUED**.

GE Models: AJCQ06LCF 110 Line only 6,000 BTU
AJCQ12DCF 220 Line only 12,000 BTU
AJCQ10LCF 110 Line only 10,000 BTU

AJCQ10DCF 220 Line only 10,000 BTU
Frigidaire: FAH126R2T 220 Line only 12,000 BTU

NOTE: Dimensions of replacement air conditioning units should not **EXCEED** existing sleeve dimensions: **25 3/4 inches width by 15 inches height and 15 3/8 inches in depth.**

- d. No sign, notice, advertisement, or commercial illumination shall be displayed at any window or mounted on any part of the exterior of the building or common grounds. -- No lighting is to be placed or hung in common areas, including but



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- not limited to trees and shrubs. However, decorative holiday lighting may be used during the months of November through mid-January. Such lighting should be removed in a timely manner after the holiday season. Please use outdoor rated lighting only. Solar powered lighting in garden areas is permissible.
- e. Toilets and sinks in the apartments shall not be used for any purpose other than those for which they were intended. No sweepings, rubbish, sanitary napkins, diapers, kitty litter, paper towels, dental floss or other foreign articles may be discarded into toilets. The cost of repairing damage from any misuse of any toilets or other plumbing shall be charged to the shareholder in whose apartment the problem emanated.
 - f. No resident shall be permitted to store or use a waterbed, an interior/exterior hot tub/sauna, etc. in said apartment or on terrace/balcony/patio.
 - g. No washing machines or dryers whatsoever are permitted in any units, except townhouses. Portable dishwashers are prohibited in all apartments.
 - h. All apartments must be maintained in a reasonable state of cleanliness to avoid creating a fire hazard, attracting bugs and/or vermin, etc. In case of refusal or neglect of the shareholder/resident to cure (*e.g.*, clean) after written notice from management or the Co-op board was sent, the costs for any such cleaning/remediating work/services done/engaged by the Co-op board/ management to cure will be charged to the shareholder/resident.
 - i. Laundry room doors must be kept closed at all times, as this will help keep unwanted pests/vermin/insects out.
 - j. Feeding of any feral animals is NOT permitted. No food of any kind, including bird feeders, should be left outside for feral animals.
 - k. In an emergency situation, management has the right of entry to any and all apartments. A current copy of key must be provided to the Maintenance Office. If you do not submit a key and entry is required, any contractual workmanship will be charged to you.
 - l. In an emergency and/or pandemic-like situations, etc. the board and/or management reserves the right to implement, restrict, suspend, or modify, etc. house rules to help keep the Community and residents safe.
 - m. When the forecast is calling for three (3) inches or more of snow, ALL residents (including any guests/visitors staying overnight) will be asked to park (or move) their cars preferably into a court parking lot, or on a designated side of Glen Hollow Drive ('GHD'), which will facilitate snow removal AFTER the storm has passed and it is deemed safe to commence such activities. Failure to move your car into the parking lots or requested side of GHD prior to the pending snowstorm will be subject to a minimum \$100 fine.
 - n. NO object which interferes with the mowing/maintaining of the lawns may be left on the Co-op common areas.
 - o. No personal articles (*Toys and bikes included*) shall be left unattended or left overnight outside of units. The only *exception* shall be outdoor storage cabinets.
 - p. Storage cabinets are not to exceed the dimensions of 76-inches in height, 34-inches in width by 30-inches in depth for a vertical cabinet, or 36-inches in height, 55-inches in width by 30-inches in depth for horizontal style cabinet. Before purchasing any of these items, written approval must be obtained from the Board of Directors. Please provide written notification with the size and proposed location for the storage cabinet as well as color. The storage units are to be neutral in color, located discretely either on the terrace/balcony or against building walls. Management reserves the right to: Change location of the cabinet, deny permission based on inappropriate location, size and or color and order removal of any cabinet that exceeds the guidelines or which is installed without written permission. Residents are limited to **one** (1) cabinet per apartment unit. Terraces are NOT to be used as storage areas. They are to be kept neat and clean.
 - q. A 10% late fee is imposed on all maintenance charges, (included on maintenance account), when not received by the 10th of the month in which they are due.
 - r. Smoking **is prohibited** in common areas...and **within a fifty (50)-foot radius** of all entrances and exits of such buildings and within fifty (50)-foot of any ventilation intake that serves an enclosed area of a multiple dwelling building. Please do NOT smoke or vape on your patio. You must be 50 feet away from buildings, doors, and windows.



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- s. The parking areas/spaces and access roads are for parking and access **ONLY**. All **OTHER** activities (*e.g.*, parties/gatherings, sports/games, etc., EXCEPT dog walking) are **NOT** permitted. **NO** parking in yellow zones.
- t. Tents and canopies are permitted to be used in courtyards **ONLY** and **MUST** be removed at the end of the event. Any resulting damage to lawns or irrigations lines will be the responsibility of the shareholder/resident. [**NO** tents or canopies are permitted in the parking lots].
- u. No group tour or exhibition of any kind for an apartment or its contents shall be conducted, nor shall any auction sales be held in any apartment without the **prior written** consent of the Co-op Board of Directors or its managing agent.
- v. No soliciting [including, but not limited to, those who may be involved in political campaigns, fund-raising, or the sale of products or services] is permitted in the complex without prior written approval of the Co-op Board of Directors.
- w. You must have approval from the Board and/or managing agent **PRIOR** to installing Ring/Nest/Video-Smart Doorbells. If approved, such doorbell shall be installed on the molding of the front door - **NOT** on the door itself. NO cameras/smart-doorbells shall be permitted on the back of the units.
- x. Storm doors are the responsibility of the shareholder. They should be maintained in appearance and kept in good working condition. Doors that **DO NOT** meet this standard should be replaced or removed.
- y. Main Entry (front doors) should be kept clean and free of dirt, dust, and other foreign matter.
- z. U.S. Postal mailboxes are the responsibility of the shareholder. They should be maintained and kept in good condition and replaced when necessary. The Co-op's maintenance department will install mailboxes purchased by shareholders.

COOPERATIVE/RENTERS INSURANCE

- a. All shareholders must maintain at their expense a personal Cooperative (Renters) insurance policy.
A copy of your insurance commonly known as the declaration page must be submitted when renewed or updated.
- b. This policy will be maintained without lapse.

COMPLAINTS

Complaints regarding maintenance service for the apartments shall preferably be made by submitting an electronic request at www.birchwoodglen.com or by email to submit@birchwoodglen.com. Should a shareholder not have a computer/email, a letter may be submitted to the Board of Directors.

LANDSCAPING

- a. All planters/window boxes on upper terraces must hang **inside** the railings. Plants may not be placed on the outside windowsills or hung from terrace/balcony ceilings, nor may any unsecured planters be installed to protrude above or outside the railings.
- b. Residents must submit a completed Gardening/Landscaping alternation/renovation agreement **AND** obtain approval from the managing agent and/or the Board **prior** to commencement of all landscaping plans, including planting or removing of flowers/ plants and shrubbery, adding a patio area (*i.e.*, junior apartments), borders/fencing, etc.



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c. For shrubbery that is removed, it must be replaced with dwarf evergreen shrubs or other permitted plants. Root balls of any plant must be planted 18 inches from building.

d. Do not affix to, or hang any plants, etc. from the building, gutters, or any part of the terraces/balconies. Please use shepherd hooks for any of these items (*e.g.*, wind chimes, plants/flowers, etc.) in your garden area

SHAREHOLDER INFORMATION FORM

- a. All shareholders are required to complete a shareholder information form. Forms can be obtained from the website or maintenance office. Any updates (*e.g.*, new/additional occupant; new/additional pet, etc.) to form require you to either send in a new form via email or come into the maintenance office and make a formal change to said form, **within a reasonable (and as short) amount of time of the change/update occurring.**
- b. All registered vehicles belonging to any shareholder/occupants must be declared on the Shareholder Information form.

PETS

- a. All pets **must be** registered with the Co-op, regardless of when you get the pet. Failure to register pets and/or failure to comply with provisions of these articles may result in proceedings to compel removal of your pet as well as a monetary fine and payment of legal fees.
- b. Resident shareholders are permitted a total of **two (2)** pets ONLY. All residents living within the Cooperative on or before 12/31/15 are permitted to retain any dogs they currently have, however in the event of an existing pet's death, they must conform to this policy.
- c. You must walk pets in designated areas as stipulated in the House Rules. All pets **must** be leashed when being walked and at all times while outdoors. It is your responsibility to pick-up after your pet. Violators will be fined. Pets must be curbed and walked on Glen Hollow Drive, parking lots, or outside on Buckley Road.
- d. All pets are to have updated shot records on file with the Board Office. Copies of Certificate of Immunizations must be submitted to management via website, mail, or fax along with a pet/updated pet form. Copies of License must be submitted to management via website, mail, or fax along with pet/updated pet form.
- e. No pet shall be left outdoors unattended; This includes balconies/terraces/patios, or courtyards, etc.
- f. At no time are pets to be allowed to defecate/urinate in the courtyards, on tennis/bocce/shuffleboard/horseshoe courts, parking lots, on walkways, etc. Any pet waste must be immediately picked up and disposed of in a trash receptacle. **Regardless of where** you are walking your pet, you must pickup/clean up after your pet - it is NYS law. [Please note that the doggy bag stations along GHD are for emergency use (*e.g.*, you need an extra bag(s), or you forgot your bags) ONLY].
- g. No feral animals shall be fed or sheltered/housed in any areas within the cooperative grounds, including apartments. If such animal is taken in/cared for, etc., then a pet form/updated pet form, along with proof of proper immunizations, must be submitted for said animal.
- h. Pets are prohibited from the Park area.

STORAGE BINS in "A" Court Basement

- a. Chemicals, chemical mixtures, liquids, gels, creams, paints, pastes, food items, living or dead organisms, household cleaners, dangerous instruments, incendiary devices, building materials, or corrosive, caustic, combustible, toxic, hazardous, explosive, or biological materials will not be stored anywhere within the "A" Court storage area.
- b. Weapons and dangerous instruments, including but not limited to, fireworks, power tools, saws, knives, swords,



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bows, pistols, revolvers, shotguns, rifles, whether antique or not, whether for hunting or not and regardless of license/permit status, will not be stored anywhere within the “A” Court storage area.

- c. All items must be placed within the storage bins and must not protrude out of the bin or into an adjoining bin.
- d. All items of sexual or adult nature must not be visible.
- e. The Board maintains the right to restrict the storage of items it deems offensive to the community or other shareholders.
- f. Stored items must be limited to items belonging to Birchwood Glen residents.
- g. Other than as outlined in the preceding paragraphs, storage will be limited to items not otherwise prohibited by law.
- h. Payment of the applicable annual storage bin fee, as set by the Board of Directors, entitles the shareholder with the storage bin privilege to utilize the storage bin for the entire year corresponding to that annual storage bin fee. However, this privilege will automatically terminate once the party holding the privilege is no longer a Birchwood Glen shareholder.
- i. Use of a storage bin **is a** privilege, not a right, and can be restricted and limited within the discretion of the Board of Directors. The entire “A” Court basement storage area, as well as storage bins are property of the Birchwood Glen Owners Corporation.
- j. Shareholders who do not pay the storage bin fee on times, who are not current with monthly Birchwood Glen maintenance payments, or who are otherwise in violation of this storage bin agreement, are subject to the forfeiture of storage privileges, as well as the imposition of fines/surcharges and/or the disposal of any property within the bin.
- k. No refunds or partial refunds will be issued to any shareholder who moves or otherwise terminates their bin agreement at any point during the year.
- l. In consideration of the consent by Birchwood Glen Owners Corp. to my use of a storage bin, I hereby waive any and all claims against Birchwood Glen Owners Inc. for personal injury or damage to my property arising from or connected with my use of a storage bin. In addition, I hereby agree to hold harmless and indemnify Birchwood Glen Owners Corp. from and against all and any losses, costs, and damages, including legal fees, arising from or connected with my use of a storage bin. The statements in this paragraph apply to Birchwood Glen Owners Corp., members of its Board of Directors, its agents, employees, and representatives.
- m. The Birchwood Glen Owners Corporation will not be responsible for the loss, theft, damage, or destruction of any property kept in the “A” Court basement storage bin area. Shareholders with bin assignments agree to assume these risks.
- n. Shareholders with storage bin privileges will not permit non-residents to access the “A” Court basement storage area without permission from the Board and/or managing agent.
- o. The Board of Directors reserves the right to modify the applicable time periods, annual storage bin fees, rules, and fines.

REPAIRS AND RENOVATIONS

All electrical and plumbing repairs, renovations or installations may only be accomplished by a properly licensed and insured contractor, only after obtaining written permission from the Board of Directors. Detailed requirements can be found on the **Shareholder Unit Renovations Form** available at the Maintenance Office or on the Birchwood Glen website.

PARKING, AUTOS, AND OTHER VEHICLES

Only **one** (1) automobile per each permanent authorized licensed resident driver may be parked on the Co-op premises. *Though there is no designated parking, EXCEPT for handicap spaces, Please Be **CONSIDERATE** of your neighbors. Please keep in mind that some courts have no, or limited, parking spaces available/ “attached” to their court; therefore,*



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please park (including your guests) in parking lots where spaces are more available so as to allow our neighbors with less parking options easier access to their units.

- a. In the event of a vehicle (even if registered) found to be parked illegally, that vehicle will be subject to tow. In the event of a vehicle being towed **the owner of that vehicle is responsible for all towing and storage charges.**
- b. Any visitor (including a shareholder/resident's guest(s) or unregistered occupant) determined by the Board and/or managing agent to abuse the parking privileges shall cause fines and/or monthly fees to be assessed to the shareholder/resident they are visiting and may have his/her parking privileges suspended or revoked.
- c. Any guest(s) of a shareholder/resident anticipating parking on the premises for a period of five (5) days or more **must** have a special parking permit from the Board, Board Office, and/or managing agent. It is the shareholder/resident's responsibility to obtain this special permit, in advance, for his/her guest(s). However, after 21 days, said guest(s) must be registered as an additional occupant. The shareholder/resident must submit an updated Shareholder information form to the Board Office.
- d. To ensure ample parking for our shareholders, any shareholder who exceeds the permitted number of registered and insured passenger vehicles will be subject to an annual fee of \$200 per vehicle; which will be applied to your March 1st maintenance bill. [*Please note, these new fees will be effective January 1, 2022*]. The Board and/or managing agent **must approve** all additional vehicle requests.
 - Each unit will receive up to **two (2)** parking stickers and gate access barcodes, provided they have two cars (or light trucks/SUVs or motorcycles) registered with Birchwood Glen (*e.g.*, an updated Shareholder information form on file). If you only have 1 driver and 1 vehicle, then you will be given one (1) barcode.
 - Additional barcodes could be purchased for \$10 per code at the Board Office for additional registered occupants and registered vehicles.
- e. Vehicles may only be parked in designated marked parking stalls, and in the direction of traffic, when parked on **GHD**.
- f. All vehicles must be parked front-end facing the grass, but not to extend over the curb or walkways. Vehicles may only be backed into parking spaces that do not face buildings or if a properly placarded handicapped vehicle is attempting to utilize an access aisle.
- g. Any vehicle (including commercial and oversized) within the complex must be presentable and in good condition (*i.e.*, not an 'eyesore' to the community).
- h. The Co-op will fine the owner and possibly tow **any unregistered** vehicles, trailers, boats, etc. parked on Birchwood Glen premises.
- i. All vehicles must display a numbered Birchwood Glen parking sticker (**and barcode**) on the driver's side rear window.
- j. All vehicles must obey local traffic regulations. Property speed limit **is 15 mph and must be obeyed at ALL times.**
- k. All vehicles must be operated in a safe and quiet manner. Vehicles **must** not obstruct or impede the free flow of traffic.
- l. No major vehicle repairs will be permitted on Co-op property.
- m. Under **NO** circumstances shall any motorized vehicle be permitted to be driven anywhere other than the streets or parking lots of the Community; nor shall any motorized vehicle be parked in areas other than those designated.
- n. Any notice which is sent out by the Managing Agent or Board of Directors which requires a vehicle(s) being moved for the purposes of snow removal, street cleaning, or any other project deemed necessary by the Managing



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Agent or by the Board must be adhered to. Any vehicle that is not moved or removed for the purposes requested will be towed at the owner's expense and the shareholder(s) concerned will incur a fine. Any fines incurred by the Corporation because of the obstruction of emergency vehicles will be passed all to the shareholder(s) concerned.

- o. NO parking in yellow zones.
- p. Bicyclists should ride in the street - NOT on sidewalks or through courtyards, etc.

COMMERCIAL & OVERSIZED VEHICLE POLICY

- q. To maintain the park-like beauty of the community, the following vehicles are prohibited from being parked by residents (or their guests) on Birchwood Glen premises at any time, except with the express written approval of the Board of Directors, and upon payment of the requisite annual monetary surcharge.
 - Any vehicle with lettering, writing, or advertising on any part of the vehicle.
 - Any vehicle with exposed tools, ladders, or equipment.
 - School Buses, tractor-trailers and or cabs for pulling trailers.
 - Any vehicle for passenger hire; vans, taxis, or limousines.
 - All boats, trailers, and recreational vehicles.
 - Any vehicle of any nature in excess of twenty (20) feet in length.
- r. Upon approval from the Board of Directors and once payment of requisite annual fee is received each vehicle will be assigned an oversized vehicle parking spot. The Board may designate additional oversized parking stalls/slots if needed.
- s. Oversized vehicle parking stalls/spaces have been created in the rear of both D and F court parking lots. Assigned parking stalls have been marked OV1-OV14 and the vehicle must be parked in its assigned stall.
- t. Parking sticker must be conspicuously placed on the vehicle on the driver's side rear window, or on the driver's side by the hitch assembly on trailers, whichever applies.
- u. Should a shareholder choose not to maintain the vehicle at Birchwood Glen for the entire year, no pro-rated refunds will be considered.
- v. In the event of a commercial vehicle (even if registered) that is found to be parked in a non-assigned parking stall, that vehicle will be subject to tow. In the event of a vehicle being towed the owner of that vehicle is responsible for all towing and storage charges.
- w. There is a Commercial Parking/Oversized vehicle fee of \$300.00 annually.
- x. Any notice which is sent out by the Managing Agent or Board of Directors which requires a vehicle(s) being moved for the purposes of snow removal, street cleaning, or any other project deemed necessary by the Managing Agent or by the Board must be adhered to. Any vehicle that is not moved or removed for the purposes requested will be towed at the owner's expense and the shareholder(s) concerned will incur a fine. Any fines incurred by the Corporation because of the obstruction of emergency vehicles will be passed all to the shareholder(s) concerned.

RESALE

- a. Sales are subject to the approval of the Co-op Board of Directors.
- b. Sales applications are obtained from Fairfield Properties.



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- c. Sales application categories are as follows:
- Review
 - Review and processing of application documents.
 - Credit/background checks & Police reports. (*Per person*)
 - Move in / move out fee. (SEE NOTE)

(Inquiries regarding pricing for the above categories, please call the Fairfield Properties office (631) 499-6660)

- d. A flip tax of \$5.00 per share is imposed on all re-sales.
- e. All overdue charges that exist must be paid in full at closing when unit is sold.
- f. If you need to have a Co-op questionnaire filled out, please use the Questionnaire Request Form which can be accessed on the Birchwood Glen website.

SUBLET RULES

- a. Prior to subletting your unit, shareholder must occupy their unit for a minimum of one year.
- b. The Co-op Board of Directors must approve, in writing, any sublet tenancy before occupancy commences. No sublet application will be accepted, and interviews of prospective tenants will not be conducted, until a Birchwood Glen sublet application has been fully completed in accordance with Birchwood Glen sublet application packet directions. In addition, said application will not be formally accepted by the Board of Directors, and will not be deemed complete, until the shareholder/tenant successfully obtains and submits, to the Board of Directors, a copy of a valid Town of Brookhaven (New York) "Rental Registration Permit".
- c. Upon the expiration of previously valid Town of Brookhaven (New York) "Rental Registration Permit", the sublease will be terminated by the Birchwood Glen Owners Corporation and the Occupying sub-tenants must vacate the leased premises. It is the responsibility of the Shareholder/tenant to provide a copy of a valid renewal, extension, or successor "Rental Registration Permit" to the Board of Directors before the expiration date of a previously submitted "Rental Registration Permit" to avoid lease termination by the Birchwood Glen Owners Corporation.
- d. A sublet lease cannot be for more than one (1) year at a time.
- e. A sublet application will not be approved if overdue maintenance charges and/or fines exist.
- f. The prospective tenants may be interviewed before approval and re-evaluated, as well as re-interviewed each year prior to renewal of the lease. All subtenants including those that are parent/child or child/parent arrangements are subject to annual review prior to lease renewal. (*See section #14 of the Proprietary Lease*).
- g. Sublet application and renewal fee categories are as follows:
- Review and processing of application documents
 - Credit/background checks per applicant.
 - Common area security deposit. (**SEE NOTE**)
 - Police report, per applicant. (*3-5 business days for return*)

Inquiries regarding the pricing of the above categories, please call Ilyse at Fairfield Properties @ 631 499-6660 ext 274 or Ilyse.sliwa@fairfieldproperties.com



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Note: This deposit will be held as security for potential damage to common areas or fines levied by the Co-op. This deposit will be returned to the shareholder provided there are no outstanding damages and or charges at the termination of the lease.

- h. The annual sublease charges to the shareholder are as follows:

<u>Apartment Type</u>	<u>Yearly Sublet Fee</u>
Junior 1-bedroom	\$1125.00
Deluxe 1-bedroom	\$1275.00
Two (2) bedroom	\$1575.00
Townhouse	\$2025.00

The sublease fee is to be paid in full with the original application and each year thereafter that the sublease is renewed. This sublease fee is in effect for all renting arrangements, except in cases where the shareholder is a parent renting to a child and or vice-versa.

- i. Shareholders will be held responsible for their guest's behavior and observance of the House Rules.

All acts of vandalism caused on the common grounds of Birchwood Glen shall be the financial responsibility of the individual causing the damage. If a guest or child of the shareholder/tenant causes damage, the shareholder/tenant will be financially responsible for the damage. Failure to make restitution for damages caused by the above, stipulated individuals would result in further fines to the shareholders maintenance account.

FAMILY SUBLET RULES

- a. The Co-op Board of Directors must approve, in writing, any sublet tenancy before occupancy commences. No sublet application will be accepted, and interviews of prospective tenants will not be conducted, until the Birchwood Glen family sublet rules are complied with. In addition, said application will not be formally accepted by the Board of Directors, and will not be deemed complete, until the shareholder/tenant successfully obtains and submits, to the Board of Directors, a copy of a valid Town of Brookhaven (New York), "Rental Registration Permit". If applicable.
- b. Upon the expiration of previously valid Town of Brookhaven (NY) "Rental Registration Permit", the sublease will be terminated by the Birchwood Glen Owners Corporation and the Occupying sub-tenants must vacate the leased premises. It is the responsibility of the Shareholder/tenant to provide a copy of a valid renewal, extension, or successor "Rental Registration Permit" to the Board of Directors before the expiration date of a previously submitted "Rental Registration Permit" to avoid lease termination by the Birchwood Glen Owners Corporation. If applicable.
- c. Sublet lease must be completed and reviewed by the Board.
- d. A sublet lease cannot be for more than one (1) year at a time.
- e. A family sublet application will not be approved if overdue maintenance charges and/or fines exist on the shareholder's account.
- f. The prospective tenants may be interviewed before approval and re-evaluated, as well as re-interviewed each year prior to renewal of the lease. All subtenants including those that are parent/child or child/parent arrangements are subject to annual review prior to lease renewal. (See section #14 of the Proprietary Lease).
- g. Shareholders and or tenants will be held responsible for their guest's behavior and observance of the House Rules.
- h. Any and all acts of vandalism caused on the common grounds of Birchwood Glen shall be the financial responsibility of the individual causing the damage. If a guest or child of the shareholder and or tenant causes damage, the shareholder and or tenant will be financially responsible for the damage. Failure to make restitution for damages caused by the above, stipulated individuals would result in further fines to the shareholders maintenance account.



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- i. Pets must be registered, and pet form filled out and on file with the Office.

COMMUNITY POOL INFORMATION AND RULES

Opens on Memorial Day weekend and closes on Labor Day. The pool hours are 10:30 a.m. -7:00 p.m. (Daily) (weather permitting). You will need to obtain a pool pass from the Birchwood Office. You will have to provide photo I.D. Your Driver's License may be used as an acceptable photo. The first Pool Pass is free. There is a \$5.00 fee for a replacement pass.

- a. All shareholders must have a pool pass for entrance into the pool area.
- b. If you have a child/children under the age of 16, parents/guardians will have a new pool pass made with children's names on the back of their cards.
- c. All children over the age of 16 should have their own pool pass.
- d. Upon entering the pool area, lifeguards will collect the pool pass, then return pass upon exiting the pool area.
- e. Each adult resident (over the age of 18) with a valid pool pass is allowed 2 guests for free. Each additional guest is \$2.00. Maximum of two (2) paid guest per resident.
- f. A parent/guardian who is responsible for the children and their behavior must accompany children under the age of 16.
- g. Children should always be supervised by an adult while in the pool area.
- h. No diving, running, horseplay, roughhousing, and ball playing allowed in the pool area.
- i. Swimmers must wear swimsuits. Shirts and shorts are prohibited.
- j. Suitable pool devices, *i.e.*, water wings, approved "swimmies" and life jackets are allowed.
- k. Use of soft plastic balls, water guns, noodles, kickboards or any other water toys are at the discretion of the lifeguards.
- l. Sound reproduction devices (*i.e.*, radios, blue tooth speakers, etc.) are **NOT** permitted without the direct approval of the Board of Directors. Music from portable personal devices (iPods, MP3 players) is permitted so long as volume is kept low and does not disturb others.
- m. No glass containers or bottles are permitted in the pool area. NO Alcohol in any area of pool deck.
- n. Smoking (*e.g.*, cigarettes, cigars, E-cigarettes, etc.) is **NOT** permitted in any area of the pool deck.
- o. The ratio of children to parent/guardian will not be greater than 5 to 1.
- p. Infants and children under three (3) years of age, or who are not otherwise potty trained, must wear waterproof swim diapers, and plastic pants under tight fitting suit.
- q. No pets are allowed in the pool area.
- r. Pool may only be used during posted hours of operation. Due to unforeseen circumstances, pool hours can be subject to change.
- s. Urinating, discharge of fecal matter, expectorating, or blowing of nose in any swimming pool is prohibited.



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- t. Lifeguards have full authority to expel any violators of pool regulations or any person whose behavior is objectionable.
- u. It is understood that the Board of Directors may be at the sole discretion to revoke your pool privileges and/or subject to a monetary fine as a result of a pool infraction.

PARK RULES

- a. Park hours of operation, Open at 8:00 A.M., closes at Dusk.
- b. Park is to be used by residents and their guests only.
- c. Adult supervision required for children ten (10) years of age and under.
- d. Trespassers will be subject to arrest and prosecution under the law.
- e. Vandalizing the Park facility and or the equipment by any resident and or their guests is a violation of the House Rules & will result in eviction proceedings according to the covenants or the Proprietary lease.
- f. Do not use park equipment when wet.
- g. No bare feet. Wear proper attire.
- h. Park equipment is designed and to be utilized by children from two (2) years of age to five (5) years of age and larger equipment by children five (5) years of age to twelve (12) years of age.
- i. Do not use play equipment improperly. There is to be no climbing on the gazebo or any trees on the property.
- j. NO pets allowed.
- k. Utilization of park facility is at your own risk.
- l. **PLAY SAFELY!**

DOG PARK RULES

Off-Leash Hours are 8 a.m. to Dusk. Be mindful of your neighbors, *i.e.*: barking.

- a. **USE OF THE DOG PARK IS AT YOUR OWN RISK.** Each owner is solely responsible for their and their dog's actions, and assumes all liability for damages suffered by any person or dog that is injured by the member's dog while utilizing the Dog Park.
- b. This is a Dog Park, not a Playground. For the protection of children and dogs, refrain from bringing toddlers and small children into the Dog Park. Children under 16 must be accompanied by an adult. The Dog Park is for dogs, their handlers and those accompanying them.
- c. The Dog Park is divided into separate fenced-in areas. Small dogs are on the right side, and large dogs are on the left side.
- d. Clean up after your dog! There are poop stations with bags and garbage cans. Be respectful please.
- e. All dogs must be monitored closely. Dogs must be in view of and under voice command of their handlers at all times. This helps prevent problems or situations that might occur. Be prepared to interrupt.
- f. Remove your dog's leash upon entry. When dogs are leashed, it may cause stress and could lead to aggression. Be especially careful when entering the Dog Park. Dogs will crowd around, which can feel overwhelming to the newcomer. Be sure to close and lock-up gate when entering and exiting.
- g. No female dogs in heat are allowed in the Park.



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- h. No puppies are allowed until they have had all their shots.
- j. All dogs must be current on their shots, vaccines including the rabies shot, licensed, and registered with the Co-op.
- k. Do not bring any dog food, rawhides, bones, etc. small treats are okay.
- l. Aggressive dogs are not allowed. Play is normal when dogs are relaxed and their actions are non-threatening. Barking, some growling, pawing at each other and chasing are all normal. But if your dog is acting aggressive, you must immediately leash your dog, and leave the park.
- m. To help prevent dog fights, owners are encouraged to inquire about any dogs already in the park which are unfamiliar to them, prior to entering the run.
- n. If someone complains about your dog's behavior, be willing to consider their perspective before becoming defensive. The positive approach generally works best. If the actions of other people or dogs puts you at risk and the other dog owner is not receptive, take your dog and leave the Park.
- o. When an incident occurs at the Park, dog owners should immediately report the incident or violation to the Office.
- p. Absolutely NO Glass containers are permitted inside the Dog Park.

CHILDREN'S PLAYROOM

Notice: THIS ROOM IS MONITORED BY VIDEO SURVEILLANCE

- a. Playroom Hours: 8AM – 8PM.
- b. No unaccompanied adults.
- c. Children Must be supervised at ALL Times.
- d. Children 10 and under are welcome.
- e. No toys/games/etc. are to be removed from playroom.
- f. Food waste & soiled diapers must be removed and properly disposed of.
- g. Clean up after using the room (e.g., toys, spills, etc.).
- h. ONLY G & PG-rated Movies.
- i. NO pets. Only Service animals permitted.

HEALTHCLUB / GYM

Notice: THIS ROOM IS MONITORED BY VIDEO SURVEILLANCE

- a. Playroom Hours: 8AM – 10PM. USE AT YOUR OWN RISK!
- b. You must purchase a key from the Office. The key is \$10.00. **Additionally**, you must also use the laundry room key to gain access to the first door.
- c. You are required (at least once a year) to complete and file with the Office a Gym Liability Waiver form.



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- d. No children under the age of 16 allowed without an adult.
- e. Tops and bottoms must be worn at all times.
- f. Please wipe down machines/equipment after use.

BIKE ROOMS

- a. Bike rooms are for bicycles and children's ride-on toys ONLY.
- b. ALL items must be labeled (*e.g.*, full name and unit #).
- c. Anything else left in Bike Room will be discarded.

BBOs & GRILLS

- a. No liquified propane barbeques; No petroleum gas barbeques or any other type of gas barbeques, or containers or tanks containing any type of gas or liquified propane shall be/permitted to be placed anywhere on Birchwood Glen premises.
- b. By the order of the Town of Brookhaven Fire Marshall, charcoal barbeques are **NOT** to be used on or under any balcony, terrace or structure attached to a building. In addition, they must **NOT** be used in any Birchwood Glen parking lot or recreational area.
- c. By the order of the Town of Brookhaven Fire Marshall, No charcoal barbeques within ten (10) feet of buildings, patios/decks, etc. Charcoal barbeques are only permitted at a distance of ten (10) feet or more from Birchwood Glen's buildings, trees, bushes, or any other structure and flammable material.
- d. No barbeque grill, of any type, is to be left unattended while in use. After each use, the coals from a charcoal grill must be extinguished and removed from the common area.
- e. Electric powered barbeques are the only types of barbeques permitted on Birchwood Glen balconies or terraces.
- f. A responsible adult must always be in attendance when a barbeque is in use.
- g. Chimineas & fire pits are **NOT** allowed at Birchwood Glen.

TRASH

- a. All household waste/trash must be placed in the dumpster.
- b. All cardboard boxes are to be flattened and placed in the dumpster. Our Rubbish Removal contractor handles all recycling at their Facility.
- c. All large items should be safely placed on the side of the dumpster. Our staff will pick up any large items [*e.g.*: furniture, mattress etc.] and relocate to another area. (*See House Rules- Repairs, regarding contractor waste disposal.*)
- d. Garbage, pet waste, and other refuse from the apartments shall be disposed of properly only in designated receptacles. Large items are to be placed neatly next to the dumpsters. (*The aforementioned shall **NOT** be left in any common area, front entryway, terrace or balcony.*)



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- e. You must seal any mattress or box spring in a plastic bag before you put it out by the dumpsters for collection/disposal. If you do not dispose of mattresses or box springs properly, they will not be collected, and you may receive a fine.

COMMUNITY ROOM RULES & REGULATIONS FOR PRIVATE RESIDENT USE

As an accommodation to the Residents of Birchwood Glen, the Board of Directors adopted a Resolution on July 9, 1992 to permit usage of the Community Room for private affairs effective August 1, 1992.

- a. Requests must be in writing and submitted to Birchwood Glen Owners Corp., 14 Glen Hollow Drive E60, Holtsville, N.Y. 11742 for approval at least 3 weeks in advance of date requested.
- b. The Resident(s) who reserves the use of the Community Room must be in attendance for the duration of the affair.
- c. The hours available for private affairs to be held in the Community Room will be Saturdays 1:00 pm – 9:00 pm and Sundays 1:00 pm – 8:00 pm. All affairs will be limited to five hours of party time and one hour for clean-up. No affair shall be longer for any reason.
- d. Any damages resulting from the affair will be billed directly to the resident using the room as per the House Rules. You are required to leave the room in the condition it was before the affair. The resident(s) will be responsible and liable for all guests' actions within the Community Room, and the entire Birchwood Glen Property.
- e. Resident(s) using the room will be responsible for making sure guests arriving by automobile, park in the designated area reserved for affairs at the room. Guests should please park on Glen Hollow Drive **or in the smaller adjacent (Visitor Parking) lot at the END of the 'A & C' parking lot**. Guests should NOT park in the general "A & C" parking lot. Your deposit will not be returned to you if it is reported to the Office that your guests parked in that parking lot.
The only *exception* to this rule shall be for persons possessing a valid handicapped permit.
- f. All persons attending an affair at the Community Room will be required to follow all of the House Rules of Birchwood Glen.
- g. The following AFFAIRS ARE **PROHIBITED** IN THE COMMUNITY ROOM:
 - Bachelor/Bachelorette Parties / Wedding Receptions
 - Any affair or party that the board of directors may deem unsuitable for the surrounding environment.

COOKING & SMOKING IN COMMUNITY ROOM

- a. No cooking of any kind will take place in the Community Room with the exception of coffee, tea, and other hot beverages. The use of sternos with chafing dishes and microwaves will be permitted. No barbeques of any kind will be permitted.
- b. Resident(s) are responsible for all garbage to be removed and placed in the appropriate containers in the parking lots.
- c. Alcoholic beverages will be permitted in the Community Room during the affair, however the resident(s) using the room must supervise all persons under the age of 21 when alcohol is present.
- d. **THERE WILL BE NO SMOKING IN THE COMMUNITY ROOM. SMOKING IS PROHIBITED AND WILL BE STRICTLY ENFORCED. THE FINE WILL BE \$100.00 for EACH person smoking.**

ADDITIONAL AMENITIES - TENNIS, BOCCE, SHUFFLE BOARD, ETC.

- a. Hours of Operation for Tennis Court, Bocce ball court, horseshoe, shuffleboard courts/areas, etc.: daily 10:AM - 8:00PM. Please limit play to one hour when others are waiting.



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- b. No cooking of any kind will take place in these areas. No barbeques of any kind will be permitted. Please keep these areas clean - clean up/clear after use of these areas.
- c. Any and all acts of vandalism caused on the common grounds of Birchwood Glen shall be the financial responsibility of the individual causing the damage. If a guest or child of the shareholder/tenant causes damage, the shareholder/tenant will be financially responsible for the damage.
- d. No glass containers or bottles are permitted. **NO** Smoking or vaping, etc. or alcohol in these areas.
- e. House rules pertaining to use of the park (*see above*) EXCEPT those pertaining to hours of operation and age-related park equipment, shall apply with regard to use of these additional amenities.
- f. Noise must be kept to a minimum/reasonable levels to respect the rights of residents who are using these spaces or who live adjacent to these areas. Therefore, no radios/music players, etc. may be used **WITHOUT** earphones/earbuds.
- g. Use of bicycles, skates, skateboards, roller blades, etc. are prohibited within court enclosures. Hard-soled or cleated shoes are also prohibited on the courts, especially the tennis court.

PLEASE RESPECT YOUR NEIGHBORS RIGHT TO QUIET ENJOYMENT OF THEIR LIVING QUARTERS. THESE RULES ARE SUBJECT TO CHANGE WITHOUT NOTIFICATION.