

Wild Birch Farms Condominium Handbook & Rules

Revised 5/1/19

INTRODUCTION

This Handbook with Rules and Regulations is intended as a reference, particularly for new owners or tenants. It is intended to clarify issues pertaining to Wild Birch Farms. It does not replace the Condominium Declaration or By-Laws, and does not answer all the questions which might arise from time to time. The Board of Managers periodically changes the Condominium Rules and Regulations. Please keep any separately distributed updates with this Handbook. There have been no changes to the By-Laws, or Declaration since the Condominium was established. A telephone directory or e-mails of residents, who wish to be listed, is available upon request to the managing agent. All issues or concerns should be reported to managing agent via e-mail or phone call listed on the Wild Birch Farms web page www.wbfliving.com. The Board members names, rules and reg's, schedule updates, etc. are also contained within the website.

BY-LAWS (refer to Management Company for a copy)

By-Laws, Article X, ¶19; Declaration: Item 17: The Declaration and By-Laws are the two legally binding documents that property management uses to distinguish the contractual obligations of the Unit Owners and the Condominium. The Declaration describes who is responsible for each area of the Condominium. The By-Laws describe what those responsibilities are. The By-Laws and Declaration are very difficult to change, requiring a vote of 2/3 of the Unit Owners. In addition, all current Mortgage holders must approve the changes. This information was provided to all Unit Owners as part of the Prospectus. Copies of the By-Laws and Declaration may be obtained from the Managing Agent for the cost of \$50.00, made payable to Wild Birch Farms Condominium.

COMMON CHARGES

By-Laws, Article VI, Section 2: The Board of Managers assesses common charges as necessary for the operation of the property.

LIENS

By-Laws Article VI, Section 3: On the 11th day of the month any unit owner who has an amount outstanding in excess of the common charges due for that month will be notified of the delinquency with a Notice to Cure. The expense of sending this legal notice is \$500.00 and is added to the balance due. Accounts, which do not satisfy the Notice to Cure within the specified period, are placed under lien. This results in an additional \$500.00 legal expense, which is added to the balance due. The Board will sue for all amounts due in Court. All expenses will be borne by the unit owner. Unit Owners whose remain delinquent following the above procedure will have their liens foreclosed at the discretion of

the Board. The lien must be cleared before the unit can be sold.

LIMITED COMMON AREA MAINTENANCE

By-Laws, Article III, Section 6; Declaration, Item 8: The unit owner is responsible for all maintenance and repairs, except for structural repairs and painting for those structural repairs. The limited common elements consist of originally built: patios, front porches, decks, walkways and driveways.

UNIT MAINTENANCE AND REPAIRS

By-Laws, Article III, Section 6: The unit owner is responsible for maintenance and repairs to the unit which consists of;

- a) The area which begins at the unexposed (outside) face of the sheetrock walls horizontally and vertically from the sub floor to the outside wall of the drywall ceiling,
- b) Windows, c) Doors, except for painting the outside, and

Utility lines such as electric, water, sewer, phone and cable lines which are used EXCLUSIVELY by the unit. The rule of thumb is, if you don't share something with anyone else, it is unit owner's responsibility.

BASEMENTS

Basements were originally sold as unfinished areas. Units, which do not have basements, pay the same common charges as units with basements, because the percentage of common charges is based on living area. Owners often become upset when a problem occurs that causes damage to the basement after they have finished it. The Condominium is not responsible for repairs to the finished areas of basements. When finishing basements, care must be taken to provide access to utilities (water, gas etc.) "turn-off" valves. At least one Wild Birch owner has had to remove drywall to find the hot water tank turn-off valve. In the event of damage, the Condominium insurance does not pay for damage to finished basements.

AIR CONDITIONERS

Air conditioners are entirely the responsibility of the unit owner. Unit Owners are often confused because the condensers are located on the common element. If the A/C unit outside is not level, it is the unit owner's responsibility to level it. For better performance, grass clippings should be removed frequently. Unit Owners may place mulch or stones around the units to prevent damage from weed whackers. Covering the condenser with a solid top may prevent damage from falling icicles in winter, but is generally not recommended by manufacturers. Also, run off of AC condensation (water) could create mold or mildew issues, this is the responsibility of unit owners to maintain.

DOORS, GARAGE DOORS AND WINDOWS

By-Laws, Article III, Section 6: The doors to each unit, the garage doors and the windows are part of the unit. The Condominium is responsible only for painting the outside. Any replacements must conform to the rest of the design, architecture and look of the WBF. Before purchasing any replacement window or door, a unit owner MUST provide an illustration to the Board of Managers for review and written approval. Owners have been required to remove non-conforming fixtures! The vacuum seals between windows frequently break and frost up. The glass can be easily replaced. It is not necessary to purchase the entire window. For suggested window and door replacements, check the WBF Web Site at www.wbfliving.com.

STORM DOORS

Unit Owners may install storm doors. No specific brand is required; however the door must conform to the appearance of existing doors in the community. If there is any doubt, please provide an illustration for the Board of Managers to review and approve in writing, before making any purchase. For suggested storm door replacements, check the WBF Web Site at www.wbfliving.com.

EXTERMINATION

The Condominium will exterminate insects such as termites or carpenter ants, which will damage the structure of the buildings. A professional exterminator, at the Condominium's expense will treat stinging insect nests, which are beyond the reach of a spray. Rodents are exterminated if nests are found in the buildings or gardens (interior or exterior)

COMMON AREAS

Common areas include all of the grounds and outside of the buildings. Residents and guests can use common elements for recreational purposes. However, such activities cannot result in damage to the common elements or interfere with vehicular traffic.

ALTERATIONS

By-Laws, Section VIII Sections 1-9: Any alteration to the common area must be approved in writing by the Board of Managers. Requests MUST be made in writing with appropriate drawings, if relevant. Specifications are available from the managing agent for security lights and attic fans. If you wish to make any other change to the common elements, a request MUST be submitted with accompanying sketch or plan to the managing agent. The request will be discussed at the following monthly Board meeting. Alterations, which have been approved in the past, are: Installation of wooden decks, or concrete patios. Unit owners are responsible for all installation and maintenance of the requested alterations. A copy of the Certificate of Occupancy must be provided to the managing agent on completion of any work requiring approval from the Town of Cortlandt. Before any work is started, the unit owner must provide to the Managing Agent a signed indemnification and maintenance

ALTERATIONS (Continued)

agreement and all contractors working on the common elements must provide a Certificate of insurance to the managing agent. Indemnification agreements can be obtained thru the managing agent.

DECORATION

No personal property, including toys and sporting equipment may be stored on the common elements.

FRONT ENTRANCES

A maximum of two small potted plants are permitted, as long as not to obstruct walkway and entrance of foot traffic. It must be readily accessible to move. One doormat is permitted.

PATIOS & DECKS

Patios and decks may be decorated at the discretion of the unit owner. No laundry may be hung over the railings of any deck. Decks are standard size based on original plans. Any alterations, expansions, trek decks & similar material, etc. – requires board approval. Homeowner assumes care and upkeep. Also, Decks and patios may be covered with awnings as specifically outlined on the WBF Website, www.wbfliving.com and following the prior written approval from Board of Managers.

All units at Wild Birch Farms Condominium were originally constructed with one and only one of the following: 10' x 14' pressure treated deck; 10' x 14' flagstone patio set in sand; 13' 4" x 10' wood deck; or 11' 7" x 10' wood deck. If any deck or patio area has been added or expanded beyond the size of its original construction or modified with a composite material such a TREX, the owner and the owner's assigns are responsible for all costs of installation, maintenance, repair, upkeep and replacement associated with such deck or patio.

LIGHTS

Other than lights installed by the builder, or approved security lights, no lights or torches are permitted.

HOSE REELS

One hose reel may be installed in the front or back of each unit.

HOLIDAY DECORATIONS

Christmas & Hanukkah decorations may be displayed starting the day after Thanksgiving and must be removed within seven (7) days of the holiday ending. For all other holidays, decorations may be displayed within the "spirit" of the holiday. Any damage to the common areas caused by decorations will be repaired at the owner's expense. Holiday lights and decorations may not be nailed or stapled on to the building. No decorations may be placed on the roofs. Any noise producing decorations must be completely shut off no later than 11:00pm.

GARDEN BEDS / POTTED PLANTS

Annual or perennial flowers may be planted in existing beds, but must be kept weed-free and cleaned up in fall by the resident. Flowers should grow less than 2 feet high. No climbing plants may be installed. Bark chips may be installed at the unit owner's expense as a substitute for mulch. Ground cover may be planted in the beds at the unit owner's expense. Maintenance of owner installed ground cover is the responsibility of the unit owner.

Residents may plant flowers only in EXISTING beds without Board approval. They are responsible for maintaining beds in which they have planted flowers. The existing beds have been designed for easy maintenance. Flowerbeds require additional care, which is not included in the landscaping budget. Flowers should not grow higher than two feet (2'). A hanging plant is permitted in front of units.

TREES & SHRUBS

No trees or shrubs may be installed or removed without the prior written permission from the Board.

VEGETABLES

Vegetables are not permitted in garden beds. They may be planted in containers on decks or patios.

DECORATIVE ROCKS

No colored stones, bricks or rocks may be used as borders or ground cover in the garden beds.

FENCES

No fences of any sort are permitted on the property (including electrical & garden fencing).

SALE OF UNITS

By-Laws, Article XI, Sections 1-11: Wild Birch Farms has a Right of First Refusal for the sale or lease of any unit. The Seller is required to send the following information to the managing agent: a) a letter requesting that the Board of Managers waive the Right of First Refusal. The letter should include the anticipated closing date, b) Waiver of Right of First Refusal Fee in the amount of \$350.00 payable to Wild Birch Farms c) Processing fee of \$350.00 payable to the management company and d) copy of the signed Contract of Sale. The attorney for the Condominium reviews this information. A minimum of two weeks processing time is required. Additional fees will be charged to expedite service. The new owner will be required, after the closing, to return a fully executed Power of Attorney. The Buyer should request the customary Certificate of Insurance from the managing agent. The buyer will need a copy of the Declaration and The By-Laws or Prospectus. Copies are available from the managing agent for a fee. "For Sale" signs are NOT permitted anywhere on the property nor may they be displayed in the windows.

LEASING OF UNITS

By-Laws Article XI, Sections 1-11: Wild Birch Farms has a Right of First Refusal for the sale or lease of any unit. The Unit Owner is required to send the following information to the managing agent:

- a) A letter requesting that the Board of Managers waives the Right of First Refusal.
- b) Processing fee in the amount of \$700.00 payable to Wild Birch Farms for every lease, and every renewal thereof: and all leases must be for a period of one year only.
- c) \$350 processing fee payable to the management company
- d) Copy of the signed one-year Lease Agreement
- e) A refundable \$1,000 move-in, move out fee for all leases must be provided to the Management Agent.

It is important that Unit Owners provide a phone number and address to the managing agent, in case they must be contacted. It is the unit owner's responsibility to ensure that the tenants are aware of the Condominium rules and regulations. Any fees the tenant may incur are billed directly to the unit owner and a lien will be placed on the Unit Owner if said fees are not paid. Leases must be for a minimum period of one (1) year. Copies of renewal contract are required. If no contract is supplied within 30 days of the renewal date, an additional \$300 fee will apply.

INSURANCE

By-Laws, Article VII, Section I. The Condominium is required to carry insurance for the Board of Managers, its employees, and the common elements and for reconstruction of the buildings after fire or other insured loss.

MASTER POLICY COVERAGE

In the event of a catastrophe, the buildings would be rebuilt according to the description in the Declaration, a copy of which may be found in your Offering Plan (maintained by counsel/property management, and which is filed with the Attorney General. The master policy would not cover replacement of any upgrades, which may have been installed at the time of construction, or later. For example, kitchens would be rebuilt with basic cabinets, vinyl flooring and an inexpensive stove. Carpeting would be the equivalent of the lowest grade originally offered by the developer. Basements would be rebuilt unfinished.

UNIT OWNER INSURANCE

Check with your insurance agent to make sure you have adequate coverage, especially if you have numerous upgrades to the basic unit layout. Liability for accidents, which happen in the unit or on the limited common property, lies with the unit owner.

CERTIFICATES OF INSURANCE

These are required by the mortgage lender when a unit is sold or refinanced by some lenders annually. Certificate requests must be made in writing to the managing agent and should include the lender's name, address, loan number and fax number, along with any special language required. It normally takes 2-3 business days for the Condominium's insurance broker to produce and mail the Certificate, so Unit Owners should allow sufficient lead time when requesting this service.

EMERGENCIES

If you have an EMERGENCY, which must be handled by the Management Company, call the regular phone number. If it is a utility (gas, electric, etc.) emergency, please call Utility Company and/or fire and police if necessary.

DAMAGE AND DISASTER PREVENTION

Unit Owners and their tenants should know how and where to turn utilities off, in an emergency.

GAS

All units should have an individual shutoff valve at each gas appliance. If you cannot find the appliance shutoff, there should be a shut off for the entire unit in the basement or crawl space. Find out where it is, in case you ever need it in a hurry. If this is turned off you will need to re-light pilot lights on your hot water and burner. Call your professional certified technician if you are unsure of re-lighting procedure. Utility emergency #: 1-800-75-CONED

ELECTRICITY

Know where the main breaker box is inside your unit. Utility emergency #: 1-800-75-CONED

WATER

Know where the main line enters your building. Units which have the shut off valve for the building, should if possible, leave a key with a neighbor, in case the water has to be shut off while they are away. Know where the town shut-off is for your unit (generally in the street near one end of the building or some are in the front yard and has a round 2-3" top to cover the shutoff valve itself). Water lines can break before they enter the unit causing basement floods. The outside water main can only be turned off by a plumber or the Town of Cortland Water Department. Water breaks are more likely to happen in winter, so if you know where you're shut off is, several hours of digging in snow and frozen ground can be avoided.

911

For suspicious activity, loitering after hours, soliciting, or other mischievous activities, call the police at 911. Report the issue in detail as best you can. Try to provide a description (male or female), license plate number etc. **DO NOT FEEL AS IF YOU ARE BOTHERING THE POLICE! WE HAVE SPOKEN WITH THE STATE POLICE ABOUT THIS, AND IT IS THEIR JOB TO INVESTIGATE!**

OUTDOOR HOSE BIBS

The hose bibs are shared with adjacent units and are NOT for exclusive use of any single unit or unit with the shutoff valve. Outdoor faucets must be turned off and drained by mid- November. Turns off valves are in various places. They are sometimes under the kitchen sink and sometimes in basements and crawl spaces. Burst pipes caused by incorrect drainage are the responsibility of the unit owner. If you know any of your neighbors have not turned their faucet off, call Management. It is in your interest, because a burst pipe may cause water to seep into your unit. The spigot should be left in the open position and hoses disconnected during winter months. Outdoor faucets should be turned on at the end of April.

WASHING MACHINES

Braided steel washing machine hoses are a good investment. Burst washing machine lines have the potential to damage more than one unit in a short time. The water should always be turned off when you are on vacation. Plumbers and insurance companies advise they be turned off at all times when not in use. Unit owners are responsible for any and all damages, including damage to neighboring units.

DRYER VENTS

Cleaning vents are the unit owner's responsibility, inside and outside, including bird cage protectors.

HOT WATER HEATERS

Hot water heaters should be checked frequently if they are older than five years. They can cause a tremendous amount of damage in a short time, if they leak. The owner should check, inspect their heater, drain and flush annually. Please observe the purchase/installation date to track timeframe.

INSULATION

If you or your contractors install any pipes which carry water in the outside walls or the attic, make sure they are properly insulated.

HEAT

Do not turn your thermostat to the lowest setting. The thermostat may not be sensitive enough to turn the burner on at temperatures below 65°. Units will get cold enough to cause burst water pipes in very cold weather.

CHIMNEY FLUE

If an Owner uses the fireplace flu regularly, it is recommended the flu be professionally cleaned at least once every two (2) years. The furnace flu should be cleaned at the same time.

HVAC DUCTS

To enhance indoor air quality, particularly if a resident is allergen sensitive, the ductwork should be cleaned at least once every two (2) years.

FIRE PITS

Fire pits or any item with an open flame are not permitted.

GROUNDS

A landscaping company contracted by the Board of Managers maintains the grounds of the Condominium. Unit Owner Residents may not plant, remove or deface trees or shrubs, or in any way alter the grounds without the written permission of the Board of Managers. Unit Owners may not give instructions to the landscaping personnel. If you have a problem, contact the managing agent.

SNOW REMOVAL

The landscaping company is obligated to remove snow from roads as per the WBF contract agreement. Driveways and walkways are cleared when the storm ends. Vehicles are NOT permitted to park on ANY ROADWAYS AT ANY TIME for the duration of the storm and 24 hours after the storm to provide snow removal and salting of roads. Violators will be towed at the owner's expense. Vehicle parking is ONLY permitted in driveways, garages and the extended parking area, which is the lot adjacent to the pool.

NEW SHRUBS AND PLANTS

If new plantings are installed in the vicinity of your unit, please keep them watered until they are established. At least 3-4 weeks is recommended and appreciated. Homeowner is prohibited from planting shrubs outside the designated area, as this is common property.

WATER USE

Wild Birch Farms is on Town water. The bill is paid with common funds. If you are tempted to ignore a leaky toilet or faucet because the water is not billed directly to you, keep in mind how much damage a leaky blocked toilet or sink can do before it is noticed. Some examples of conserving resources and good maintenance practices are:

- Shut off the running water while brushing your teeth. Only turn water on when the brush is actually under the faucet.
- Leaky toilets and sinks waste gallons of water per day. Fluidmaster replacement kits are available at hardware stores for around \$10.
- Dish washer should only be run when washer's capacity are 100% full. Running washers can use 5-10 gallons of water each time it is run.
- Owners should consider installing low-flow toilets and shower heads. The new technologies provide no discernible change in comfort while saving hundreds, if not thousands of gallons per year.

GARBAGE & RECYCLING

Garbage should be left at curb side in front of units A & B and in the rear of units C & D.

PICK UP DAYS

Regular pick up days are Tuesday and Friday. Recycling days are the first and third Tuesday of each month. Bulk Trash pickups are scheduled once per year. Check the WBF website, www.wbfliving.com for specific garbage pickup and bulk scheduling. Pick up is usually mid-morning and garbage must be prepared properly (see Containment section). Garbage cans and recycle bins may NOT be left out overnight before or after pickup. Garbage cans are recommended to be stored inside of each unit until the next scheduled pickup. Leaving cans outside between pickups is not recommended due to rodent and animal infiltration. Garbage cans left at curb side during a regularly scheduled pick up for more than 24 hours shall result in two written warnings and

subsequent \$25.00 administrative fees. Unit Owners may opt to purchase a Board approved garbage can storage container at a Board approved location in the event of a garbage can storage issue.

CONTAINMENT

Preparing garbage properly includes: Garbage cans must have secure lids. Household garbage may not ever be left out in plastic bags. Animals and birds tear the bags and spread garbage everywhere. Unit owners NOT in compliance will face administrative fees and are also responsible for any cleanup costs incurred.

Regular Household Garbage: This must be put out in trashcans with secure lids. Bun gee cords may be used to secure lids. The sanitation company does not limit the number of garbage cans per unit. Purchase additional if overflowing.

Recycling: Plastic containers may be placed in clear plastic bags. Glass and cans should be placed in a solid container. Paper and cardboard should be tied in bundles, put in cardboard boxes, or grocery paper bags. Stacks should be no higher than two (2) feet, because they are too heavy for the workers to lift. Broken glass should be protected with cardboard.

Paint Cans: Paint can be thrown out with the regular trash if the liquid is first absorbed with kitty litter.

Oil: Used motor oil can be recycled at most service stations

Christmas trees: Trees can be left out with regular trash. Do not throw them into the woods. All decorations should be removed.

Propane Gas Tanks: The sanitation company does not pick up gas tanks, Picture tubes (TV's, PC monitors). They can be taken to Synergy Gas, Route 9 & Lions Road, Cold Spring (914) 265-3637, or CRP site in Peekskill off the Annsville Circle.

Individual Bulk Pickups: If you have excess bulk trash and you do not want to wait until the regular bulk pickup, you can arrange a private pickup by calling CRP Sanitation. The cost depends on how much trash there is and payment is the responsibility of the unit owner.

ENFORCEMENT

Residents who do not prepare their garbage properly will receive a written warning for the first two (2) violations. Thereafter they will be assessed a fee of \$25.00 for each incident. Anytime the landscapers have to cleanup a mess, the costs will be billed to the unit owner.

BOARD OF MANAGERS

By-Laws, Article III, ¶1-4: The Board of Managers is responsible for establishing Condominium policy. Members are elected for three (3) year terms. Meetings are generally held once a month. Board members are not required to act as supervisors of contractors. They should not be contacted by residents about normal problems.

BOARD MEETING APPEARANCE

Should a unit owner wish to bring a matter before the Board, the request must be made to the managing agent at least one (1) week prior to the next meeting. A detailed summary/agenda in writing of the issue must be presented and if possible, a specific time will be allotted on the meeting agenda. If several Unit Owners wish to attend a meeting the venue may need to be changed.

ANNUAL MEETING

By-Laws, Article II, ¶1-12. The Annual Meeting of Unit Owners is generally held in the spring. Formal notice is sent by the managing agent. In the event that a quorum is not present, the meeting can be rescheduled until a quorum is achieved. If you are unable to attend the meeting, please complete your Proxy and give it to someone who is attending.

MANAGING AGENT

The Managing Agent is contracted by The Board of Managers to perform certain tasks. Some of these responsibilities are:

- collection of common charges
- Payment of bills.
- Maintaining financial records
- Maintaining insurance coverage
- Coordination of the maintenance and repair of the common elements, which consist of the grounds, the exterior structure and the recreation area. Correspondence and other clerical work. The managing agent is not empowered to make Condominium policy decisions. The Managing Agent is Hudson North Management LLC. Office hours are 9 a.m. - 5 p.m. Mon. - Fri. Emergency calls will be returned as soon as possible on a 24-hour, 7-day basis. Due to the nature of the business it is often necessary to leave messages. All messages are returned within twenty-four (24) hours. It is important to leave your name, short description of issue, unit number, email address and phone number if you want your call returned.

RULES & REGULATIONS

The rules and regulations of the Condominium may be amended or added to at any time by the Board of Managers. When updates are provided, they will be available to view on the WBF website and

updated within this Handbook.

PARKING RULES

Wild Birch Farms has limited parking facilities and these parking rules are intended to provide fair use to all residents. Inconsiderate parking causes more bad feelings between neighbors in Condominiums than any other issue. Each unit is provided with two (2) spaces, which are their garage and the driveway, which should precede any other parking spaces. If a unit owner has a handicap tag or has three (3) vehicles or more, they may park their third and additional cars in a visitor parking space. However, their garage and driveway must be used first.

SNOW REMOVAL

Unit owners may park in visitor parking spaces during snow storms.

GUEST & POOL PARKING

No one is entitled to the exclusive use of any of the visitor parking spaces. Guests may park in the visitor spaces for a maximum of five (5) continuous days. The recreation area may be used at any time for overflow parking. Residents are responsible for ensuring that guests do not block a neighbor's driveway, walkways, or hydrants. Unit Owners are responsible for ensuring that their guests observe all parking rules. Violators will be towed at the owner's risk and expense. Also, these spots are designed for frequency, spots are utilized for short durations, there have been instances where homeowners are on extended vacations or staying at other locations during winter, kids are in college, etc. In addition, homeowners attempt to commandeer spots by moving their cars in and out of a particular spot is prohibited.

Visitors spots are NOT considered –long term parking/ personal spots etc.

- All vehicles – cars, motorcycles, are NOT to be used for long term parking in visitor's spots. Homeowners should not park their 2nd or 3rd vehicles in visitor's spots for extended periods but not utilizing their garage or driveway etc.
- Pool parking – homeowners must notify Property Management if cars are expected to be parked for an extended period. Please leave a note/unit number on dashboard. Failure to do so will result in car being towed at owner's expense. All registration must be current.

If unclear, please contact property management as vehicles will be towed at the vehicle owner's risk and expense.

STREET PARKING

There is no parking allowed on Armstrong. No parking is permitted in the inner portion of circles/road of any cluster in Wild Birch Farms. The cul-de-sacs are designated ““No Parking Fire Lanes”” which means emergency vehicles may not be able to reach the buildings if cars are parked in the streets on the inner circle side.

Vehicles may not be parked on the street at any time during snowstorms. Parking in front of hydrants,

walkways & driveways is strictly prohibited.

1. Hydrants – Homeowners must abide by Town Rules.
2. Walkway- refrain from parking in front of this area as it could obstruct Emergency Services, Delivery Services, etc.
3. Driveway – refrain from parking in front of a neighbor’s driveway. As homeowners are accustomed to parking in front of their unit, they may obstruct a portion of their neighbor’s driveway – this is prohibited and requires your awareness at all times. Resort to other parking alternatives.

COMMERCIAL USE

Outdoor parking of vehicles or trailers with recreational or expired registration is NOT permitted at any time, without written permission from the Board of Managers. No vehicle shall bear any indication of commercial use or purpose, except for commercial plates e.g. No commercial advertising or construction equipment allowed. The vehicle must be parked in the unit owner’s garage or driveway. Commercial vehicles with signage or advertising are not allowed to park on the street or in driveways overnight. They must be parked in the unit owner’s garage. Overflow parking lot near the pool, should be used if their personal vehicles are occupying their garage and driveway. Unit Owners are responsible for ensuring that their contractors observe all parking rules. The recreation area may be used at any time for overflow parking. There is no parking on the lawn areas at any time. Vehicles in violation of these rules may be towed at the owner’s expense.

REPORTING

A resident observing a violation should report the incident to the managing agent, providing the date, time, license plate number and length of time vehicle is in violation. Confidentiality will be maintained. Anonymous reports will NOT be acted upon.

ENFORCEMENT

The unit owner will receive a written warning for the first two (2) violations. Subsequent violations will result in a \$25 fee. In accordance with the By-Laws, if the fees are not paid, the Board will place a lien on the unit. The costs of placing and removing the lien will be borne by the unit owner.

SALE OF PERSONAL PROPERTY

Open sales such as “tag” and “estate” sales, which invite the general public into the community are **NOT** permitted. We attempt to arrange for a group tag sale to be held. Any violation will be assessed a \$25.00 fee without notice.

HOME BUSINESS

Wild Birch Farms is zoned R20. Home businesses are permitted, however non-resident employees are not permitted. Basically, businesses which disrupt traffic or which may jeopardize the Condominium’s insurance are not permitted. If there is any doubt call the Town of Cortlandt Building Department.

DOG RULES

Dogs must be walked on a leash at ALL TIMES. They may not be tied up outside the unit's patio or on dog runs. Animal waste must be disposed of properly. Owners must curb their dogs and ALWAYS clean up after pets. (Curb dog means dog does their business ON THE CURB and not on the grass). Any wrappings or containers should be disposed of in garbage cans. If a pet has caused damage to the common elements, or the droppings have not been removed, the area will be repaired at the expense of the unit owner. No animals are permitted in the recreation or pool area at any time. The ONLY authorized areas to walk your dog are; along Armstrong Road, along Amherst Road and a minimum of 30ft away from any unit along the tree lines. The interior cluster area and the front and rear of any unit are strictly prohibited.

REPORTING

A resident observing a violation should report the incident to the managing agent, providing the date, time and name of the owner of the dog. Confidentiality will be maintained. Unit owners that witness unleashed dogs on WBF property should report matters to Cortlandt Animal Control at 914-734-1013.

ENFORCEMENT

The Managing agent will provide a written warning to the owner of the dog for the first two offenses reported. Each additional report shall result in a \$25.00 administrative fee being charged to the unit owner. Fees will be doubled and tripled for repeat offenders. In accordance with the By-Laws, if the fees are not paid, the Board shall obtain a lien on the unit. The cost of placing and removing the lien will be borne by the unit owner.

FIREWOOD STORAGE

Firewood must be stored outside. It may not be stored in garages, or on wooden decks. It must be a minimum of one (1) foot away from any structure. A and B units should stack wood on the patio or ground, parallel to the partition separating units with a one foot gap between the stack and the partition. Wood should not be stacked on the wooden decks. C and D units should stack wood on the patio or ground, adjacent to the concrete wall of the garage.

HEIGHT

Wood is not permitted to be stacked higher than five (5) feet or extend beyond the patio or deck line onto the common property.

VOLUME

Do not order more wood than can reasonably be used in one season. It is unattractive and is a haven for rodents and insects. ½ a cord is the allowed guideline.

ENFORCEMENT

Unit Owners will receive two written warnings if their firewood is stored incorrectly. If the

condition is not corrected within seven days, wood will be removed at the Unit Owners expense.

RECREATION AREA

The tennis court is to be used primarily to play tennis. Any activity (including basketball) in the tennis area will forfeit the Tennis Court to accommodate Tennis Players for the time limit posted at the court. Tennis shoes should be worn at all times. The painted surface is easily damaged and very expensive to repair. The court is kept locked when not in use. Court time is limited to 1 hour when other players are waiting. Guests must always be accompanied by a resident. Litter must be removed. There are trash cans in the play area.

- Please report violators to the management office.
- Unit owners and their guests will NOT be permitted to use any of Wild Birch Farms facilities (Tennis, Playground and Pool) if the unit is in arrears of common charges, assessments or other fees are owed to WBF Condominiums.

PLAYGROUND

1. The playground is to be used primarily for children under the age of 14. Litter must be disposed of properly in the trash cans in the playground area. Guest must be accompanied by a resident. Pebbles must be kept on the ground and not placed on any of the playground equipment or benches.
2. Please report violators to the management office.
3. Unit owners and their guests will NOT be permitted to use any of Wild Birch Farms facilities (Tennis, Playground and Pool – refer to below) if the unit is in arrears of common charges, assessments or other fees owed to WBF Condominiums.
4. If you have forgotten the gate code, the Managing Agent can provide.

POOL

1. Pool Schedule Part Time Season- Modified schedule will be in effect from pool opening (Memorial Day weekend) and continue thru the end of June. Complete details can be found on the WBF website.
2. Weather Closing- The pool area may be closed on days below 68 degrees or if it is raining. The pool closing, or delay re-opening, will be determined by the Pool Coordinator only. If anyone wants to swim under these conditions (No lightening or thunder- these conditions prohibit re-opening the pool), the lifeguard is paid to be on call and will reopen the pool on request. The lifeguard will be, as a rule of thumb, in the pool area if it is not raining. Please review the note left on the pool gate for instructions on contacting the lifeguards.
3. Lifeguards- The pool is open for swimming only when the lifeguard is on duty. The lifeguard must be obeyed at all times. The lifeguard is authorized to expel any person from the pool area for unacceptable behavior. Any person who disagrees with the lifeguard may appeal in writing to the Board of Managers. **THREE BLASTS OF THE LIFEGUARDS WHISTLE SIGNALS AN EMERGENCY SITUATION. LEAVE THE POOL IMMEDIATELY.** The lifeguards are to monitor the pool area to assure safety, proper behavior, and maintain health standards. Therefore lifeguards will not “baby sit” unattended children. Parents are responsible for their children and should strictly adhere to the POOL RULES. At times the lifeguard is entitled to breaks and lunch. During these periods, there may NOT be any bathers in the water. At the lifeguard’s discretion, these break period(s) may be a contiguous 30 minutes. We ask the bathers to be

patient with these situations.

4. Sign-In Procedure- All residents are required to sign the registration book at the lifeguard's table when they enter the pool area. Guests must be signed-in by the resident. All persons having skin lesions, inflamed eyes, mouth, nose, or ear discharge or having any type of bandage shall NOT be permitted to use the pool. Unit owners and their guests will NOT be permitted to use any of Wild Birch Farms facilities (Tennis, Playground and Pool) if the unit is in arrears of common charges, assessments or other fees owed to WBF Condominiums. Pool Rules are available at the lifeguard's table and should be reviewed at sign-in time.
5. Children under 12 MUST be accompanied by a unit owner adult (18 years or older) at ALL TIMES. It is strongly recommended that an adult accompany children wearing swimmies. Swimmies may be removed for eating or bathroom visits for example, but the child may not remember to put them back on, and then try to jump into the pool without them! Children between 12 – 17 years of age will not be permitted in the deeper water unless they are accompanied by an adult (18 years or older) or pass the deep-water test conducted by the lifeguards. In addition to the above requirement, children between 12 – 17 years of age are permitted to have ONE (1) friend accompany them without the unit owner or adult (18 years or older) if and only if
 - a. Both individuals pass the deep-water test. (Otherwise only allowed in shallow end)
 - b. Orderly conduct is strictly adhered to. (At the Lifeguards discretion, these individuals may be asked to leave the pool area and return with an adult, if their behavior becomes disruptive.)
 - c. If there is more than one friend an adult must accompany bathers.
 - d. Deep water test includes two continuous laps of the length of the pool and treading water in the deep end for 1 minute. Unit owner guests are subject to the same rules and must pass the deep-water test or be an adult (18 years or older).
6. Guests- There is a limit of four (4) guests per WBF unit. Guests MUST be accompanied by a WBF unit owner, the majority of the time, when using the facilities. Guests must fully comply and adhere to the pool rules and regulations, including the required supervision for children under 12 years old as stated in the CHILDREN section above. Pool rules are sent to every WBF unit owner and are also available in the Pool Sign-in Book front pocket. Unit owners are completely responsible for their guests.
7. Attire- Swimsuits are required in the pool. Infants and toddlers must wear clean diapers with water proof pants or "swim diapers" in the pool. Shorts, dungarees and cutoffs are not permitted.
8. Pets- No pets are permitted in the pool, tennis or playground areas.
9. Activities- If requested, adult swim sessions of 15 minutes each shall be allowed at 12:00, 2:00, and 4:00 at lifeguard's discretion. Water volleyball and other water games will be allowed based on pool occupancy at the lifeguard's discretion.
 - a. Pool Parties (8 to maxi 20 guests) - weekdays only, MUST be board approved and requested in writing or e-mail to the Management office. Written request must be received 10 days prior to party date. No behavior, which annoys or endangers other pool users is allowed. This includes running, ball playing, pushing, and throwing others into the pool, water pistols, loud music and disorderly conduct. – Refer to #12.

10. Food and Beverage- All unused food and packages must be put in the garbage containers. Food may NOT be eaten in the water or within a 4 foot perimeter around the water. Food may not be eaten or disposed of in the bathrooms, use the receptacles near pool side. Smoking is NOT permitted anywhere inside the pool gate. (Prohibited in the pool area, bathrooms & shower area) Smoking is allowed in the visitors parking area outside the pool area gate. Alcoholic beverages shall NOT be brought nor consumed in the pool area or in any section of the surrounding area. (Cortlandt Town Ordinance). Barbecues are NOT allowed in the pool, playground or tennis court areas. No glass containers are permitted in the pool area. Please use plastic or paper cups. There will be a \$25 administrative fee for anyone who does not cooperate with these rules. Unit owners are responsible for their guests!
11. At the discretion of the lifeguard based on pool occupancy, rafts, floats, tubes, snorkels, child and infant flotation devices and kickboards may be used in the pool.
12. Pool Parties- A unit owner can request permission for a pool party (8 to 20 guest max) at any time (weekdays,) in writing to the Management Company which is listed on the WBF's www.Wbfliving.com website. Written request must be received 10 days prior to party date. Any Pool Party MUST be board approved. Upon approval, the unit owner must provide lifeguard coverage for their party group. A party group is determined to be 8 to a maximum of 20 total guests (excludes unit residents). Unit owners are directly responsible to arrange lifeguard schedule and payment for the time covered. The party coverage cost is an hourly fee of \$15 with a minimum charge of 2 hours. 48 hour notice must be given to the "party lifeguard" if the party is cancelled. If less than 48 hours, unit owner is responsible for paying the lifeguard for the 2 hour minimum. Lifeguard and unit owner are responsible to make their own arrangements regarding rain delays or cancellations.
13. Pool Party requests must be received in writing no later than 10 days prior to the desired date of party. Remember that there is a limited capacity in the pool area and party requests are on a first come first serve basis. Pool Parties (8 to a max. 20 guests) at any time (weekdays only) MUST be board approved and requested in writing or e-mailed to the Management office. You must clean up & dispose of food, party deco, etc.
14. Personal Property- Neither the condominium, the management company, nor the lifeguards are responsible for personal property in the pool area. No Personal Property can be left in the 4-foot area around the pool. For safety reasons, this area must remain clear.
15. Pool Furniture- Pool furniture may not be reserved. Only 2 chairs may be used by any unit at one time.
16. Trash- Residents are responsible for disposal of their trash. Please use the containers provided in the pool area and playground area.
17. Infractions & fees- Unit owners are responsible for children and their guests in adhering to the WBF facilities rules described above. A \$25.00 administrative fee will be assessed for each rule infraction occurrence. Unit owners not complying with the rules or not in full payment of all WBF fees (common charges, assessments, etc.) will not be allowed to use the WBF facilities (Pool, Playground and Tennis Courts) and may be charged additional fees.