



FOREST VIEW COMMUNITY ASSOCIATION
FIRST AMENDMENT TO MARCH 1, 2008 RULES AND REGULATIONS

Adopted : 3-13-08
 Effective: 3-15-08

The purpose of this First Amendment to March 1, 2008 Rules and Regulations is to amend and restate the Preamble in full of said Rules and Regulations. Said Preamble is amended and restated in the following manner:

One of the fundamental purposes of the Community Association is to develop and enforce Rules and Regulations which enhance the shared ownership involved. Rules and Regulations provide the basis for protecting the Owner's investment in the Community and for providing the framework within which an Owner can live in harmony in a group situation. We hope you will recognize the following Rules and Regulations as additional tools to keep Forest View Community beautiful and to make the Community a pleasant living environment for all its residents.

Article V, Section 2 of the Declaration of Easements, Covenants, Conditions and Restrictions for Forest View Community grants the Association the authority to make reasonable Rules and Regulations to carry out the terms of said Declaration and to fulfill its purposes.

In all other respects, other than as hereinabove indicated, the Rules and Regulations of Forest View Community Association, effective March 1, 2008, as amended hereinabove, are hereby ratified, confirmed and redeclared.

This First Amendment to March 1, 2008 Rules and Regulations has been adopted by the Board of Directors of Forest View Community Association on 3-13, 2008.

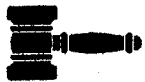
BOARD OF DIRECTORS OF
 FOREST VIEW COMMUNITY
 ASSOCIATION

ATTEST:
 BOARD OF DIRECTORS OF FOREST VIEW
 COMMUNITY ASSOCIATION

By: Jim Banashak
 Jim Banashak
 Its President

By: Larry Kmiec
 Larry Kmiec
 Its Secretary

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FOREST VIEW COMMUNITY ASSOCIATION RULES AND REGULATIONS

Adopted : January 10, 2008
Effective: March 1, 2008

One of the fundamental purposes of the Community Association is to develop and enforce Rules and Regulations which enhance the shared ownership involved. Rules and Regulations provide the basis for protecting the Owner's investment in the Community and for providing the framework within which an Owner can live in harmony in a group situation. We hope you will recognize the following Rules and Regulations as additional tools to keep Forest View Community beautiful and to make the Community a pleasant living environment for all its residents.

Article V, Section 2 of the Declaration of Easements, Covenants, Conditions and Restrictions for Forest View Community grants the Board of Directors the authority to make Rules and Regulations as are reasonably necessary to meet the desires of the majority of the Owners in the Community.

I.--DELINQUENT ASSESSMENT COLLECTION PROCEDURE

A. ASSESSMENTS

All annual and special assessments are to be apportioned among and paid by the Owners equally. The annual assessment shall be due and payable by the Owner as determined by the Board of Directors and/or as authorized by the Declaration of Easements, Covenants, Conditions and Restrictions for Forest View Community. Each annual installment is due and payable as established by the Board. Additional and/or special assessments levied by the Board of Directors of Forest View Community Association, against an Owner are due and payable to Forest View Community Association on the due date(s) respectively established. Any other sums owing to the Association by the Owner which may be collected by the Association in accordance with Article IV of the Declaration of Easements, Covenants,

Conditions and Restrictions for Forest View Community, may also be collected as provided hereunder.

B. DELINQUENCY PROCEDURE

1. Any assessment payment not received by the Association, or its designated agent, on or before the due date shall be deemed delinquent and in default.

2. Delinquent assessments will cause a late charge in the amount of \$25.00, or such other amount as may be determined by the Board of Directors upon thirty (30) days notice to the Owner, to be automatically levied upon any assessment in default for more than ten (10) days.

3. Notice of the delinquency, the late charge levied and any other costs charged to the Owner's account shall be sent to the delinquent Owner by the Association, or its designated agent, by the fifteenth day of the first month into which the delinquency occurs. If the delinquency continues into the second month, a second and final late notice shall be sent to the delinquent Owner by the fifteenth day of the second month.

4. If full payment of the delinquent assessment(s), and/or late charge(s) and/or any costs is not received by the fifteenth day of the third month, unless other satisfactory arrangements have been made with the Board of Directors, and/or its designated agent, the following steps will be taken:

- (a) all unpaid installments of the annual and additional assessments for the pertinent fiscal year will be immediately deemed due and payable and all unpaid installments and/or portion of any special assessment and/or additional assessment levied against the unit will be immediately due and payable;
- (b) the matter will be turned over to the Association's attorney for handling, a lien will be filed, and notice of same will be sent to the delinquent Owner; and
- (c) the Unit mortgage lender will be notified of the delinquency, if applicable.
- (d) the Association may give written notice to a tenant occupying a Unit under a lease or rental agreement, and the tenant, after receiving the notice, shall deduct from rental payments due the Owner the arrearage and future assessments as they fall due and pay them to the Association. If the tenant, after being notified, fails or refuses to remit rent due the Owner to the Association, then the Association may issue a Notice to Quit for nonpayment of rent and shall have the right to enforce that notice by summary proceeding.

5. The expenses incurred in collecting the delinquency, including, without limitation, late charges, interest, costs of collection and enforcement, including actual attorney's fees (not limited to statutory fees), advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Owner in default and shall be secured by the lien on the Owner's unit. A land contract seller shall be personally liable and the land contract purchaser shall also be personally liable for all such assessments (including late charges and costs of collection and enforcement of payment) levied up to and including the date upon which such land contract seller actually takes possession of the unit following extinguishment of all rights of the land contract purchaser in the unit.

6. If the delinquency (as defined in the previous subparagraph 5), or any part thereof, continues past the tenth day of the fourth month, the Association may institute a lawsuit for foreclosure of the lien and/or money damages for unpaid assessments and/or any other claims that the Association, through its legal counsel, may deem appropriate.

7. Payments, whether partial or in full, on the delinquent account shall be applied first to late charges, second, to costs of collection and enforcement of payment, including reasonable attorney's fees as the Association shall determine in its sole discretion, then to interest charges, and finally to installments in default in order of their due dates, earliest to latest. The Association need not accept the tender of partial payment and may not accept partial payment after the institution of foreclosure proceedings without a formal payment arrangement, including, without limitation, a consent judgment agreed to by the parties involved in said proceeding. Partial payments may be accepted in situations where it is in the best interest of the Association; therefore, the policy regarding partial payments as stated above may be enforced on a case-by-case basis.

8. Failure to meet any of the time periods set forth herein shall not be deemed a waiver of the right of the Association to enforce or pursue its Delinquency Procedure.

9. The Board of Directors may also authorize placement of a lien against a Unit when it has learned of an impending unit sale, a foreclosure sale of a mortgage or other lien or encumbrance, or the death or incapacity of an Owner, if the assessments are at least thirty (30) days delinquent. The procedure set forth in subparagraphs 4(a), (b), and © above, shall be followed with regard to the aforesaid circumstances.

C. RESTRICTIONS ON A DELINQUENT OWNER

1. An Owner in default shall not be entitled to vote at any meeting of the Association, shall not be entitled to sign petitions regarding Association matters, shall not be entitled to run for election as a director and/or continue service as a director, or be appointed and/or continue service as an officer of the Association so long as the default continues.

2. The Association may discontinue the furnishing of any utilities or other services to a Owner in default upon seven (7) days written notice to such Owner of its intention to do so.

3. An Owner in default shall not be entitled to utilize any of the General Common Elements of the Project except for ingress or egress to and from his or her Unit.

II.-- RESTRICTIONS ENFORCEMENT PROCEDURE

A. COMPLAINT PROCEDURE

1. Any member having a complaint concerning any violation of the Declaration of Easements, Covenants, Conditions and Restrictions for Forest View Community, or other Association Documents for Forest View Community should:

- (a) Note the incident date(s), time(s), name (if known), and address of the member, guest or nonOwner occupant allegedly violating the Declaration of Easements, Covenants, Conditions and Restrictions, or other Documents for Forest View Community and write out a detailed description of the alleged violation; and
- (b) Submit the above information in the form of a written complaint to the Board of Directors of the Association, or its designated agent, if applicable. The Complaint should contain as many of the specifics as possible. (See suggested form attached hereto).

B. VIOLATION PROCEDURE

1. Upon receipt of a complaint, the Board of Directors, or its designated agent, upon the advice of the Association's legal counsel, if necessary, will determine if the complaint appears to be meritorious and if the Association has the jurisdiction to involve itself, or if it is something that the complaining Owner should enforce his or her rights independently. If the Owner elects to enforce his or her rights independently the Association shall have the option, in its discretion, to join in the action or to pursue such other enforcement action it deems appropriate.

2. If the complaint appears to be meritorious and the Association has jurisdiction to involve itself, the Board of Directors, or its designated agent, will send a written notice stating the nature of the complaint and demand for compliance, except with respect to an emergency or other extraordinary circumstances where written communication would be inappropriate. This written notice will be sent to the offending member and the nonOwner occupant or guest, if applicable, by certified and/or regular mail and will include:

- (a) An explanation of the alleged violation along with information pertaining to the section(s) of the Declaration of Easements, Covenants, Conditions and Restrictions or other Documents for Forest View Community, that the member, nonOwner occupant or guest is thought to be violating; and

(b) A date by which compliance must occur; and

(c) If a fine is to be considered as a remedy, the following statements shall also be included in the written notice:

(1) An opportunity for the alleged offending member to submit a written request, within seven (7) days from the date of the notice of violation, to appear before the Board of Directors, or such other quasi judicial body as may be established by the Board of Directors, with witnesses if so desired, at a scheduled or special meeting of the Board of Directors, to be held within fifteen (15) days from the date of the notice of violation, but no less than seven (7) days from the date of the notice, and offer evidence in defense of the alleged violation before a fine is levied and the Board of Directors and the alleged offending member shall have an opportunity to cross-examine any witnesses at such a hearing;

(2) A statement that the request for hearing must be in writing; and

(3) A statement that a hearing before the Board of Directors or such other duly authorized body, if properly requested, will be scheduled by the Board at a scheduled or special meeting of the Board of Directors, to be held within fifteen (15) days from the date of the notice of violation, but no less than seven (7) days from the notice of violation.

3. Upon expiration of the date given for compliance, or such other reasonable time as the Board may determine, if the offending individual has not complied with the Board of Directors' or its designated agent's demand, nor provided any satisfactory response, unless a hearing is pending, the Board of Directors or its designated agent will refer the matter to the Association's legal counsel.

4. In the event of an emergency, or such other extraordinary circumstances, the Board, in its sole discretion, shall attempt to notify the offending member, and non Owner occupant or guest, if applicable, in writing or otherwise, but may immediately seek any and all legal remedies available whether or not such notice is provided. An emergency shall be defined as a complaint which, if not corrected immediately, will affect the safety, appearance and/or operation of the Community.

C. LEGAL PROCEDURE

1. If the violation continues past the date by which compliance is demanded, the attorney for the Association will be directed to send a letter to the offending member or nonOwner occupant or guest, if applicable, which will include the following:

- (a) A statement of the alleged violation;
- (b) A demand for compliance within the period of time deemed appropriate by the Association's attorney and/or the Board of Directors, or its designated agent;
- (c) A statement that the offending member will be responsible for reimbursing the Association for all costs and attorney's fees incurred in seeking their compliance with the Declaration of Easements, Covenants, Conditions and Restrictions or other Documents for Forest View Community, including both pre-litigation and post-commencement of litigation costs and attorney's fees;
- (d) A statement of the potential additional ramifications of noncompliance, for example, without limitation, instituting a lawsuit for injunctive relief, eviction of a tenant, money damages and/or any other remedies deemed appropriate, and charging the offending member with the actual costs and attorney's fees incurred; and
- (e) Such other statement as the attorney shall so designate.

2. In the event of a default in the terms and provisions of the Declaration of Easements, Covenants, Conditions and Restrictions or other Documents for Forest View Community by a Owner and/or nonOwner resident or guest, the Association shall be entitled to recover from the Owner and/or nonOwner resident or guest the pre-litigation costs and attorney's fees incurred in obtaining their compliance with the terms and provisions of the Declaration of Easements, Covenants, Conditions and Restrictions or other Documents for Forest View Community. This remedy shall be supplemental and in addition to any other remedies afforded the Association under the Declaration of Easements, Covenants, Conditions and Restrictions or other Documents for Forest View Community.

3. If noncompliance continues after the specified period of time, the Board of Directors, or its designated agent, may authorize the attorney to commence a lawsuit or take such other appropriate action against the offending member and nonOwner occupant or guest, if applicable, seeking injunctive relief, money damages and/or any other remedies that the attorney may deem appropriate, including the recovery of the Association's costs and attorney's fees pursuant to Article V of the Declaration of Easements, Covenants, Conditions and Restrictions or other Documents for Forest View Community entitled Remedies for Default, as amended, and assessment and collection of the prelitigation fees and costs incurred regarding the matter in accordance with Article IV of the Declaration of Easements, Covenants, Conditions and Restrictions or other Documents for Forest View Community, as amended.

III.-- FINE PROCEDURE

A. NOTICE OF VIOLATION

1. Upon the violation of the Declaration of Easements, Covenants, Conditions and Restrictions or other Documents for Forest View Community, monetary fines may be assessed upon written notice to the offending Owner and providing the offending Owner with an opportunity to appear before the Board. The request must be made in writing within seven (7) days from the date of the notice and the hearing to be held within fifteen (15) days from the date of the notice of violation, and offer evidence in defense of the alleged violation.

2. The written notice shall contain those statements contained at Part II, B., VIOLATION PROCEDURE, 2.,(c) as set forth hereinabove.

B. HEARING

1. The offending Owner shall have the right to attend a hearing and offer evidence in defense of the alleged violation, in accordance with Section A.1. hereinabove.

2. An Owner may bring witness(es) to the hearing upon advance notice to the Board that said witness(es) will be in attendance.

3. The Association may produce witness(es) in regard to the alleged violation.

4. After all evidences are submitted in regard to the alleged violation, the Board of Directors shall confer and render a decision in regard to whether or not a violation occurred, if the violation was substantially the fault of the Owner in question and whether a fine should be levied. If a decision has been reached that a fine shall be levied, it shall be levied in accordance with Part C. of this FINE PROCEDURE set forth hereinbelow.

5. Failure to respond to the notice of violation shall constitute a waiver of right to a hearing.

6. The right to attend a hearing and offer evidence in defense of the alleged violation shall apply only for the first violation and not for the same continuing violations.

C. LEVYING AND ASSESSMENT OF FINES

1. No fine shall be levied for the first violation. No fine shall exceed twenty-five (\$25.00) dollars for the second violation, fifty (\$50.00) dollars for the third violation, or one hundred (\$100.00) dollars for any subsequent violations (as stated in the Declaration of Easements, Covenants, Conditions and Restrictions for Forest View Community.)

2. The fines levied pursuant to the above provision shall be assessed against the Owner and shall be due and payable together with the regular Community assessment on the due date for the next installment of the annual assessment. Failure to pay the fine will subject the Owner to all liabilities set forth in the Declaration of Easements, Covenants, Conditions and Restrictions or other Documents for Forest View Community, including, without limitation, those described in Article V of the Declaration of Easements, Covenants, Conditions

and Restrictions entitled Remedies for Default, as amended, and/or assessment and collection of the fines in the same manner as provided in Article IV of the Declaration of Easements, Covenants, Conditions and Restrictions for Forest View Community.

3. The levy of fines shall be without prejudice to any other rights of the Association to obtain compliance with the Declaration of Easements, Covenants, Conditions and Restrictions or other Documents for Forest View Community, including, without limitation, the right to institute a lawsuit.

IV. SEVERABILITY

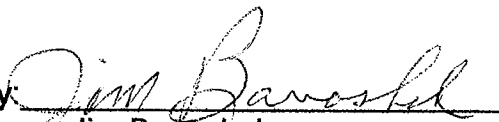
In the event that any of the terms or provisions of these Rules and Regulations or the Declaration of Easements, Covenants, Conditions and Restrictions or other Documents for Forest View Community are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms or provisions of such Rules and Regulations, Declaration of Easements, Covenants, Conditions and Restrictions or other Documents or the remaining provisions of any terms or provisions held to be partially invalid or unenforceable.

V. REFERENCES TO GENDER OR NUMBER

Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference to the plural shall also be included where the same would be appropriate and vice versa.

These Rules and Regulations have been adopted by the Board of Directors of Forest View Community Association, on January 10, 2008.

BOARD OF DIRECTORS OF
FOREST VIEW COMMUNITY
ASSOCIATION

By: 
Jim Bahashak
Its President

ATTEST:
BOARD OF DIRECTORS OF
FOREST VIEW COMMUNITY
ASSOCIATION

By: 
Larry Kmiec
Its Secretary

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