

Forestbrook Condominium Association

Rules & Regulations

The Rules & Regulations listed herein are a supplement to the Association Bylaws and related documents of the Forestbrook Condominium Association. We hope you will recognize the following Rules & Regulations as additional tools to keep Forestbrook beautiful, and make the community a pleasant living environment for all its residents.

These Rules & Regulations have been promulgated and approved by the Board of Directors for the Forestbrook Condominium Association in accordance with the Bylaws.

Insurance Coverage

Adopted – Effective Immediately

Each Owner is obligated and responsible for obtaining insurance coverage for personal property located within a Unit or elsewhere in Forestbrook and for personal liability for occurrences within a Unit or upon Limited Common Elements appurtenant to a Unit and also for alternative living expense in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages. Any claims arising within or upon a Forestbrook unit must be submitted to the insurance company of the individual homeowner prior to submission to the Association. Coverage by the Association's insurance policy shall only apply subsequent to any coverage offered by the existing homeowner's policy. Any coverage provided to a homeowner by the Association's insurance policy shall only be those amounts in excess of the Association's deductible. In the event that repair costs are paid by the Association and the insurance proceeds do not satisfy the amount due for repairs, the Association shall post any shortage, including the applicable deductible, to the corresponding homeowner's Association account for immediate reimbursement to the Association.

Animals or Pets

Adopted-Effective Immediately

Only domesticated pets shall be kept or maintained within any Unit. No other types of animals or fowl shall be kept or maintained on any Unit, and household pets shall be confined to the Unit, unless accompanied by the Owner and appropriately restrained. An Owner may maintain a maximum of two (2) cats and (2) dogs on a Unit. Pets causing a nuisance or destruction shall be restrained or removed from the Project. No savage or dangerous animal shall be kept. Each Owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Owner. No dog which barks and can be heard on a frequent or continuing basis shall be kept in any Unit or on the Common Elements. Any person who causes or permits an animal to be brought or kept on the Condominium shall indemnify the Association and hold it harmless for any

loss, damage or liability which the Association may sustain as a result of the presence of such animal on the Condominium.

Landscaping

Adopted – Effective Immediately

Upon completion of a residence upon any Unit, the Owners thereof shall, subject to all applicable municipal ordinances, cause the Unit to be finish graded and sodded and suitably landscaped as soon after completion as weather permits. All landscaping in the Condominium shall be of an aesthetically pleasing nature and shall be well maintained at all times. Notwithstanding anything to the contrary herein, basic landscaping, including finish grading and the laying of sod, must be completed within 90 days of the later of the closing on the Unit and Township approval of the final grade of the Unit, weather permitting, and if weather does not so permit, then as soon as thereafter as weather permits. Use of seed and hydroseed is expressly prohibited. The landscaping within a Unit, which must be approved by the Developer pursuant to Article VI, Section 2.A of the bylaws shall also comply with the following:

- a. At least 15 shrubs of not less than 18 inches in height each (typically three (3) gallon) must be installed within a Unit.
- b. At least one coniferous (evergreen) tree of not less than six (6) feet in height must be installed within a Unit.
- c. Either, at the option of the Owner, (i) at least one deciduous (shade) tree of not less than two to two and one half inch caliper or (ii) at least one ornamental tree of not less than six feet in height must be installed within a Unit.
- d. White landscape rocks may not be used as garden bed cover.

No shrubs or foliage shall be permitted on any Unit within five (5) feet of any transformer enclosure or secondary connection pedestals.

The stockpiling and storage of landscaping materials, equipment and/or firewood shall not be permitted on any Unit or Common Element except if such materials, equipment and/or firewood are stored within the Unit and may be used within a reasonable length of time, but in no event shall the storage of landscape material extend for a period of more than thirty (30) days.

No tree of more than six inch caliper may be removed from any Unit or Common Element without the written consent of the Association.

Each Owner shall promptly remove any trees that die or become seriously diseased thereafter. All Owners should be aware that Waterford Charter Township may have ordinances which require the Township's approval before any trees can be removed from the Unit.

Weapons

Adopted – Effective Immediately

No Owner shall use, or permit the use by any occupant, agent, employee, invitee, guest or member of his or her family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, sling shots or other similar weapons, projectiles or devices anywhere on or about Forestbrook.

Collection Policy

Adopted – Effective Immediately

The payment of annual assessments are payable in semi-annual installments. The payment of an assessment will be deemed in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date. Each installment in default for 10 or more days will be charged a late fee on a monthly basis until all fees, including late charges, are paid in full. Any Association account that becomes delinquent in an amount equal to or greater than three months Association fees shall be subject to a lien, and all applicable legal fees for the placement of a lien and the subsequent collection of the delinquency will be assessed to the corresponding homeowner account. Any account that remains delinquent and exceeds an amount equal to or greater than six months Association fees shall be subject to foreclosure action, and all applicable fees shall be charged to the homeowner account as defined in the Association Documents. The Association may also discontinue the furnishing of any utilities or other services upon seven (7) days' written notice. A Owner while in default of payment will not be entitled to vote at any meeting of the Association.

Rule Enforcement and Violation

Adopted – Effective Immediately

Article XIX, Sections 1-3 of the Association's Bylaws provide for monetary fines when there is a violation of Bylaws, the Master Deed, and the Michigan Condominium Act, and existing Rules and Regulations of the Association. The process for notification of violations and the fining of these violations is as follows:

1. **NOTICE**-Notice of the violation must be delivered personally to the Owners or mailed via First Class and/or Certified Mail. The notice shall contain the provision violated, together with a factual description of the alleged offense.
2. **OPPORTUNITY TO DEFEND**-The offending Owner shall have an opportunity to appear before the Board or submit a written response to the Notice of Violation and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting, or at a special meeting called for such purpose, but in no event shall the Owner be required to appear less than 10 days from the date of the notice.
3. **DEFAULT**-Failure to respond to the Notice of Violation shall constitute a default.
4. **HEARING AND DECISION**-Upon appearance by the Owner before the Board and presentation of evidence of defense, or in the event of the Owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

5. **AMOUNTS**-After default of the Owner, or upon "4" above, the following fines shall be levied:
- FIRST VIOLATION-No fine shall be levied.**
 - SECOND VIOLATION-Seventy-five (\$75.00) Dollar Fine.**
 - THIRD VIOLATION-One Hundred (\$100.00) Dollar Fine.**
 - FOURTH VIOLATION AND SUBSEQUENT VIOLATIONS-One Hundred Fifty (\$150.00) Dollar Fine.**
6. **COLLECTION**-The fines levied shall be assessed against the Owner and shall be due and payable together with the regular Forestbrook assessment next falling due. Failure to pay the fine will subject the Owner to all liabilities set forth in the Forestbrook Condominium Association Documents.