



JADE FOREST CONDOMINIUM ASSOCIATION
RULES AND REGULATIONS REGARDING
DELINQUENT ASSESSMENTS AND BYLAW AND RULES ENFORCEMENT

Adopted: 3/21/17

Effective: 3/31/17

One of the fundamental purposes of your Condominium Association is to, where necessary, promulgate and enforce Rules and Regulations which enhance the shared ownership involved. Rules and Regulations provide the basis for protecting the Co-owners' investment in the Condominium Project and for providing the framework within which Co-owners can live in harmony in a group situation. We hope you will recognize the following Rules and Regulations as additional tools to keep Jade Forest Condominium beautiful and serene and to make the Condominium Project a pleasant living environment for all its residents.

Article IV, Section 2(f) of the Condominium By-laws of Jade Forest Condominium grants the Board of Directors the authority to make Rules and Regulations as are reasonably necessary to meet the needs and desires of the majority of the Co-owners in the Condominium.

I. DELINQUENT ASSESSMENT COLLECTION PROCEDURE

A. ASSESSMENTS

All annual, additional and special assessments are to be apportioned among and paid by the Co-owners equally as set forth in the Master Deed for Jade Forest Condominium. The annual assessment shall be due and payable by the Co-owners in twelve (12) equal monthly installments as determined by the Board of Directors and/or as authorized by the

Condominium Bylaws. Each monthly installment is due and payable on the first day of the month as established by the Board. Additional and/or special assessments levied by the Board of Directors of Jade Forest Condominium Association against Co-owners are due and payable to Jade Forest Condominium Association on the due date(s) respectively established. Any other sums owing to the Association by the Co-owners which may be collected by the Association in accordance with Article V of the Condominium By-laws 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 \$30.00 per month, or such other amount as may be determined by the Board of Directors upon fifteen (15) days notice to the Co-owners, to be automatically levied upon any assessment in default for more than five (5) days.

3. Notice of the delinquency, the late charge levied and any other costs or fines charged to the Co-owner's account shall be sent to the delinquent Co-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 Co-owner by the fifteenth day of the second month.

4. If full payment of the delinquent assessment(s), and/or late charge(s), any costs and/or fines 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, additional and/or special 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 Co-owner; and
- (c) the Condominium 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 Co-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 Co-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), attorney's fees and costs incurred incidental to any bankruptcy proceedings filed by the delinquent Co-owner or probate or estate matters, including monitoring any payments made by the bankruptcy trustee or the probate court or estate to pay this delinquency, and/or attorneys fees and costs incurred incidental to any State or Federal Court proceeding filed by the Co-owner, and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on the Co-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, which includes the unpaid assessments and expenses (as defined in the above paragraph 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 and fines, second, to costs of collection and enforcement of payment, including reasonable attorney's fees and bankruptcy expenses as the Association shall determine in its sole discretion, advances taxes or other liens paid by the Association to protect its lien, 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 will not accept partial payment after the institution of foreclosure proceedings without a formal payment arrangement, satisfactory to the Association, including, without limitation, a consent judgment agreed to by the parties involved in said proceeding.

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 a Co-owner, if the assessments are at least thirty (30) days delinquent. The procedure set forth in subparagraphs 4(a), (b), (c) and (d) above, shall be followed with regard to the aforesaid circumstances.

C. RESTRICTIONS ON DELINQUENT CO-OWNERS

1. A Co-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 Co-owner in default upon seven (7) days written notice to such Co-owner of its intention to do so.

3. A Co-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 Condominium unit.

D. LIABILITY OF MORTGAGEE.

Any other provision of the Condominium Documents notwithstanding, if the holder of any first mortgage of record covering a Unit, or any other purchaser, obtains title to the Unit as a result of foreclosure of the first mortgage or by deed in lieu of foreclosure or similar remedy, or any other remedy provided in the mortgage, then such person, its successors and assigns, shall take the property free of any claims for unpaid assessments or charges against the Unit which accrued prior to the acquisition of title by such person (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units, including the mortgaged Unit, and except for assessments that have priority over the first mortgage under Section 108 of the Act).

II. BYLAW AND RULES ENFORCEMENT PROCEDURE

A. COMPLAINT PROCEDURE

1. Any member having a complaint concerning any violation of the Master Deed, the Condominium Bylaws, or other Condominium Documents for Jade Forest Condominium should:

- (a) Note the incident date(s), time(s), name (if known), and address of the member, guest or nonCo-owner occupant allegedly violating the Condominium Documents 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 Co-owner should enforce his or her rights independently. If the Co-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 nonCo-owner occupant, tenant 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 Condominium Documents that the member, nonCo-owner occupant, tenant 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 fourteen (14) 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 thirty (30) 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 thirty (30) 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 nonCo-owner occupant, tenant 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 Condominium.

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 nonCo-owner 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 Condominium Documents, including both pre-litigation

and post-commencement of litigation costs and attorney's fees and bankruptcy expenses;

- (d) A statement of the potential additional ramifications of noncompliance, for example, without limitation, instituting a lawsuit for injunctive relief, eviction of a tenant or non-co-owner occupant, 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 Condominium Documents by a Co-owner and/or nonCo-owner resident or guest, the Association shall be entitled to recover from the Co-owner and/or nonCo-owner resident, tenant or guest the pre-litigation and post-commencement of litigation costs and attorney's fees, including bankruptcy fees, incurred in obtaining their compliance with the terms and provisions of the Condominium Documents. This remedy shall be supplemental and in addition to any other remedies afforded the Association under the Condominium Documents.

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 nonCo-owner occupant, tenant 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 XI of the Condominium Bylaws entitled Remedies for Default, and assessment and collection of the pre-litigation and post-commencement of litigation fees and costs, including bankruptcy fees, incurred regarding the matter in accordance with Article II of the Condominium Bylaws.

III. FINE PROCEDURE

A. NOTICE OF VIOLATION

1. Upon the violation of the Master Deed, Condominium Bylaws and Rules and Regulations or other Condominium Documents monetary fines may be assessed upon written notice to the offending Co-owner and providing the offending Co-owner with an opportunity to appear before the Board. The request must be made in writing within fourteen (14) days from the date of the notice and the hearing to be held within thirty (30) 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 at page 4, hereinabove.

B. HEARING

1. The offending Co-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. A Co-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, or other designated body, shall confer and render a decision in regard to whether or not a violation occurred, if the violation was substantially the fault of the Co-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 alleged violation of the applicable Condominium Document 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.

2. The fines levied pursuant to the above provision shall be assessed against the Co-owner and shall be due and payable on the first day of the next month following the date of the notification of the fine. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Documents including, without limitation, those described in Article XII of the Condominium Bylaws entitled Remedies for Default, and/or assessment and collection of the fines in the same manner as provided in Article V of the Condominium Bylaws.

3. The levy of fines shall be without prejudice to any other rights of the Association to obtain compliance with the Master Deed, Condominium Bylaws, Rules and Regulations or any other Condominium Documents for Jade Forest Condominium, 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 Condominium Documents 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, Condominium 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 Jade Forest Condominium Association, on 3/21, 2017.

**BOARD OF DIRECTORS OF JADE FOREST
CONDOMINIUM ASSOCIATION**

By: 

Its President

ATTEST:

By: 

Its Secretary

**DRAFTED BY:
ROBERT M. MEISNER, Esq.
The Meisner Law Group, P.C.
30200 Telegraph Road, Ste. 487
Bingham Farms, MI 48025-4506
(248) 844-4433**