

Strathmore Condominium Association

Rules & Regulations

The Rules & Regulations listed herein are a supplement to the Association governing documents and related documents of the Strathmore Condominium Association. We hope you will recognize the following Rules & Regulations as additional tools to keep Strathmore 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 Strathmore Condominium Association in accordance with the governing documents.

Insurance Coverage

Adopted – Effective 6/27/06

Each Co-Owner shall be responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to such Co-Owner's structure and all other improvements constructed or to be constructed within the perimeter of the Co-Owner's Condominium Unit, together with the Limited Common Elements appurtenant to the Co-Owner's Unit, whether located within or outside the perimeter of the Unit, and for the Co-Owner's personal property located therein or elsewhere on the Condominium Project. All such insurance shall be carried by each Co-Owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. In the event of the failure of a Co-Owner to obtain such insurance, the Association may obtain such insurance on behalf of such Co-Owner and the premiums therefore shall constitute a lien against the Co-Owner's Unit which may be collected from the Co-Owner in the same manner that Association assessments are collected in accordance with Article 2. Each Co-Owner also shall be obligated to obtain insurance coverage for the Co-Owner's personal liability for occurrences within the perimeter of the Co-Owner's Condominium Unit or within the structure located thereon and on the Limited Common Elements appurtenant thereto (regardless of where located), and also for alternative living expenses in the event of fire. The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described in this Section 4.3 or any liability to any person for failure to do so.

Animals or Pets

Adopted-Effective 6/27/06

No animals or fowl (except household pets) shall be kept or maintained on any Unit. Any pets kept in the Project or property in the Development shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No animal may be permitted to run loose upon the Common Elements, and any animal shall at all time be attended by a responsible person while on the Common Elements. Any person who causes or permits an animal to be brought or kept on the Development shall indemnify and hold harmless the Association and Master Association for any loss, damage or liability which the Association or Master Association, respectively, may sustain as a result of the presence of such animal on the Development.

Landscaping

Adopted – 6/27/06

Upon completion of construction of a residential dwelling on any Unit, the Owner shall cause the Unit to be finish graded, seeded or sodded, irrigated and suitably landscaped as soon after such completion of construction as weather permits, and in any event ninety (90) days from the date of completion. When weeds or grass located on any Unit exceed six (6") inches in height, the Owner shall mow or cut the weeds and grass over the entire Unit except in wooded areas, and wetlands, if any. If an Owner fails to mow or cut weeds or grass on the Owner's Unit within ten (10) days after written notice, the Developer or the Association may perform such work and the cost shall be assessed to the Co-Owner and become a lien upon the Unit as provided in Article 2 of the Bylaws.

Weapons

Adopted – Effective 6/27/06

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 Strathmore.

Collection Policy

Adopted – 6/27/06

The payment of annual assessments are payable in 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 owner 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 owner 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. An Owner while in default of payment will not be entitled to vote at any meeting of the Association.

Rule Enforcement and Violation

Adopted – Effective 9/9/22; Updated 7/5/23

Article XIX, Sections 19.1-19.4 of the Association’s governing documents provide for monetary fines when there is a violation of the governing documents, 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, emailed 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-Twenty-five (\$25.00) Dollar Fine.
THIRD VIOLATION-Fifty (\$50.00) Dollar Fine.
FOURTH VIOLATION AND SUBSEQUENT VIOLATIONS-One Hundred (\$100.00) Dollar Fine.
6. **COLLECTION**-The fines levied shall be assessed against the Owner and shall be due and payable together with the regular Strathmore Condominium assessment next falling due. Failure to pay the fine will subject the Owner to all liabilities set forth in the Strathmore Condominium Association governing documents.
7. **TIMEFRAMES:** Timeframe each resident has to fix the violation before subsequent violations with a fine shall be assessed.

GRASS NOT MAINTAINED, WEEDS IN FLOWER BEDS	7 DAYS
GARBAGE CANS EXPOSED	7 DAYS
ABOVE GROUND POOLS	7 DAYS
DOG FECES PICK UP	7 DAYS
WINDOW AIR CONDITIONERS	7 DAYS
WEEDS IN DRIVEWAY AND SIDEWALKS	10 DAYS
SATELLITE DISHES	30 DAYS
STATUES IN GARDENS IN FRONT	30 DAYS

All other violations shall be allowed 30 days to correct before subsequent violations with a fine shall be assessed.

Temporary Signage Policy

Adopted – Effective 9/9/22

1. Temporary signs such as Birthday Celebrations, Halloween Boo's, Anniversary Party's, Newborn Baby Signs may be installed on the front lawns for a period of no more than 48 hours.

Garbage Cans

Adopted – Effective Immediately.

1. Garbage/ Recycling Cans may be stored at the side of the unit according to the third amendment to the Master Deed. Cans may be obscured by a board approved bush, shrub, landscaping, or enclosed in a garbage can shed if the co-owner chooses. A garbage can shed must be approved by the board before installation.

Kiddie Pools

Adopted – Effective 6/23/2023; Updated 7/13/23

1. Kiddie pools shall not exceed 24" in height and are subject to such restrictions as the Board or Architectural Control Committee may place upon their use and location.