



**AMENDMENT OF MASTER DEED
OF STRATHMORE CONDOMINIUM**

This 3rd Amendment of Master Deed ("Amendment") is made on May 7th, 2020 by the Board of Directors of Strathmore Condominium Association.

RECITALS

- A. Developer established Strathmore Condominium ("Condominium"), Macomb County Condominium Subdivision Plan No. 916, by recording a Master Deed, Bylaws and Condominium Subdivision Plan in Liber 16499, Page 407, Macomb County Records as amended by First Amendment to Master Deed of Strathmore Condominium recorded in Liber 16635, Page 663, Macomb County Records and Second Amendment to Master Deed of Strathmore Condominium recorded in Liber 19640 Page 186 , Macomb County Records (together the "Master Deed") pertaining to the Property described on attached Exhibit A.
- B. Pursuant to the authority reserved to Developer under Article 7 of the Master Deed and Article 16 of the Bylaws, Developer desires to amend the Condominium Bylaws as described in this amendment.

AMENDMENT

Board of Directors amends the Condominium Bylaws as follows:

- 1. Section 6.16 Vehicular Parking and Storage. Section 6.16 of the Bylaws is deleted and the following substituted:

"Section 6.16 Vehicular Parking and Storage. No trailer, mobile home, bus, boat trailer, boat, camping vehicle, motorcycle, recreational vehicle, commercial or inoperative vehicle of any description shall at any time be parked, stored or maintained on any Unit, unless stored fully enclosed within an attached garage or similar structure; provided, however, that builders' sales and construction trailers, trucks and equipment may be parked and used on any Unit during construction operations. No commercial vehicle lawfully upon any Unit for business shall remain on such Unit except in the ordinary course of business and in conformity with all applicable laws and/or ordinances. Campers, boats, and trailers can be parked in the driveway of a unit for up to three days for maintenance, packing, cleaning, etc. The 1st day is arrival, 2nd day is for performing maintenance or packing, and third day is departure. Long term storage in a driveway is not allowed. The trailer or camper should not block the sidewalk and should conform with all applicable laws and/or ordinances."

- 2. Section 6.45 Vehicles, Motorcycles and Snowmobiles. Section 6.45 is deleted and the following substituted:

"Section 6.45 Vehicles, Motorcycles and Snowmobiles. No trailers, boats, aircraft, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers, jet skis, jet ski trailers or other recreational vehicles, or other vehicles, other than passenger cars, passenger vans, pick-up trucks and so-called "Blazer" type vehicles shall be parked or maintained on any Unit unless in a suitable private attached garage. Motorcycles are allowed on the roads in the Development, but motorcycles and all other motorized off-road."

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3. **Section 6.17 Garbage and Refuse.** Section 6.17 is deleted and the following substituted:

"Section 6.17 Garbage and Refuse Trash, garbage or other waste shall be kept only in closed, sanitary containers and shall be promptly disposed of so as not to be objectionable to neighboring property Co-Owners. No outside storage for refuse or garbage shall be maintained or used. The burning or incineration of rubbish, trash, construction materials other than wood or other waste outside of any residential dwelling is prohibited."

4. **Section 6.38 Refuse and Stored Materials.** Section 6.38 is deleted and the following substituted:

"Section 6.38 Refuse and Stored Materials. No Unit shall be used or maintained as a dumping ground or for outside storage for rubbish, trash, garbage or other materials. Other waste shall be kept in a sanitary container, properly concealed from public view. Garbage cans/bin can be kept on the side of the house. Garbage day is determined by the Township/company contracted to pick up the garbage."

5. **Section 6.22 Objectionable Sights.** Section 6.22 is deleted and the following substituted:

"Section 6.22 Objectionable Sights. Aboveground exterior fuel tanks are not permitted. The stockpiling and storage of building and landscape materials and/or equipment are not permitted on any Unit or appurtenant Limited Common Elements, except such materials and/or equipment as may be used within a reasonable length of time. Unplanted trees, plants, and vegetables/fruits must be planted in the ground or decorative planter. Storage of trees, plants, and vegetables/fruits in the original container is not allowed. In no event shall the storage of landscape materials extend for a period of more than thirty (30) days. No laundry drying equipment shall be erected or used outdoors and no clothes lines or laundry shall be hung for drying outside of the dwelling."

6. **Section 6.35 Unsightly Conditions.** Section 6.35 is deleted and the following substituted:

"Section 6.35 Unsightly Conditions. It shall be the responsibility of each Unit Owner to prevent any unclean, unsightly or unkempt conditions of buildings or ground on the Owner's Unit that tend to substantially decrease the beauty of the Development as a whole or any specific area thereof."

7. **Section 6.36 Temporary Structures.** Section 6.36 is deleted and the following substituted:

"Section 6.36 Temporary Structures. Trailers, tents, shacks, barns or any temporary buildings of any design whatsoever are expressly prohibited within the Development and no temporary dwelling shall be permitted in an unfinished residential building. This shall not prevent the erection of a temporary storage building for materials and supplies to be used in the construction of a Unit, and which shall be removed from the premises on completion of the structure, and shall not prevent use by any builder or contractor of trailers for material storage or model offices during the period of construction in the Development, provided the same shall be removed at the completion of such construction. Tents for events such as graduations are permitted on a unit for no longer than a week."

8. **Section 6.46 Basketball Hoops and Play Areas.** Section 6.46 is deleted and the following substituted:

"Section 6.46 Basketball I-loops and Play Areas. Basketball hoops and play areas are permitted subject to strict compliance with the following restrictions:

6.46.1 All basketball hoops shall be either a portable basketball unit or an in ground mounted post located at least 20 feet from the curb of the adjacent road for a residence with a front entry garage, or at least 30 feet from the curb of the adjacent road for a residence with a side entry garage.

6.46.2 The in ground mounted post for the basketball hoop shall be located at least 5 feet from the lot line of the Unit.

6.46.3 No florescent or bright colors shall be permitted for either the post or the backboard. The in ground mounted post shall be painted black and the backboard of the basketball hoop shall be clear.

6.46.4 Any lighting of basketball hoops and play areas shall be designated to shield light away from homes on other Units.

6.46.5 No house mounted basketball backboards are allowed."

9. **Section 6.47 Swings, Slides, Playscapes And Other Playground Equipment.** Section 6.47 is deleted and the following substituted:

"Section 6.47 Swings, Slides, Playscapes And Other Playground Equipment. No swings, slides, Playscapes or other similar playground equipment (collectively "Playground Equipment") shall be constructed on any Unit unless approved in advance, in writing by the Architectural Control Committee. Any Playground Equipment which has been approved in writing by the Architectural Control Committee shall be constructed in accordance with the Master Deed and Bylaws and with all applicable local ordinances and/or state laws. Playscapes need to be approved by the board of directors prior to installation."

10. **Section 9.3 Annual Meetings.** Section 9.3 is deleted and the following substituted:

"Section 9.3 Annual Meetings. Annual meetings of the association can be held any day of the year. At such meetings, there shall be elected by ballot of the Co-Owners a Board of Directors in accordance with the requirements of Article 11 of these Bylaws. The Co-Owners may also transact at the annual meetings such other business of the Association as may properly come before them."

11. **Section 11.1 Number and Qualification of Directors.** Section 11.1 is deleted and the following substituted:

"The Board of Directors shall be comprised of three (3) or five (5) members all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association. Directors shall serve without compensation."

12. **Section 19.4 Assessment of Fines.** Section 19.4 is deleted and the following substituted:

"Section 19.4 Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-Owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless rules and regulations

establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-Owners in the same manner as prescribed in Article 9, Section 9.5 of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-Owners as prescribed in said Article 9, Section 9.5, and an opportunity for such Co-Owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article 2 of these Bylaws. No fine shall be levied for the first violation. No fine shall exceed Twenty-Five Dollars (\$25.00) for the second violation, Fifty Dollars (\$50.00) for the third violation or One Hundred Dollars (\$100.00) for any subsequent violation. Each violation shall constitute a separate fine. Each fine shall bear an interest rate of seven (7%) percent annum. Fine shall be deemed valid should the co-owner fail to respond within 14 days from the date of the notice to ask for a hearing or dispute the validity of the fine."

13. Section 19.5 Collection. Section 19.5 is deleted and the following substituted:

"Section 19.5 Collection. The fines levied pursuant to Section 19.4 above shall be assessed against the Co-Owner and shall be due and payable as stated in the notice sent with the violation. Failure to pay the fine by the stated due date will incur a \$25 late fee. Failure to pay the fine will subject the Co-Owner to all liabilities set forth in the Condominium Documents.

Section 8.3 Designation of Voting Representative. Section will be deleted from the bylaws.

14. Section 6.48 Storage Containers and Sheds as shown below will be added to the Bylaws.

"Section 6.48 Storage Containers and Sheds

6.48.1 Storage Containers. Small storage containers are defined as containers that would fit garbage cans but not tall enough for the average adult to stand in. Storage containers must conform to township rules and building codes. The storage container must be made of a composite/plastic or wood. Storage container should be level and maintained properly. Must be approved in writing prior to construction.

6.48.2 Storage Sheds. Storage Shed is defined as a structure large enough for an average adult to stand in. Storage sheds must conform to township rules and building codes. The storage sheds must be made of a composite/plastic material or wood. The storage sheds must sit on a level surface such as concrete, brick or wood platform. The storage sheds must be set back from the porch line of the adjacent house. Storage sheds must be maintained properly. Must be approved in writing prior to construction.

6.48.1 Amount of Storage Units. A unit is limited to one (1) large storage shed and three (3) small storage containers."

15. Section 6.49 YARD ART, STATUES, GARDEN ORNAMENTS as shown below will be added to the Bylaws.

"6.49 YARD ART, STATUES, GARDEN ORNAMENTS Yard art, flower planters/pots, and displays of religious and/or artistic expression shall be limited to (6) per household, with no more than (3) being visible from the street of the home. Flower planters/pots must be well maintained, and contain no dead foliage. No yard art which has been deemed offensive/unsightly by the board of directors will not be allowed. Size of yard art should not exceed 36" in height. Exceptions to this rule can be considered with approval from the board. "Yard Art" may be defined as anything in a yard, including but not limited to birdbaths, fountains, sculptures, statues, iron pieces, bird feeders, flowerpots, planters and benches."

16. Section 6.50 Gardens as shown below will be added to the Bylaws.

"Section 6.50 Gardens: Gardens are permitted on the on the side or rear of the house. If a garden is in front of the rear of the house it must be next to the house. If a garden is rear of the rear line of the house it is allowed anywhere in the back yard. All gardens must be approved before construction."

17. Section 6.51 Holiday Lights as shown below will be added to the Bylaws.

"Section 6.51 Holiday Lights: Holiday lights are permitted to be hung and in use beginning on Thanksgiving. All lights should be taken down by January 15th of the following year."

18. Section 19.20: Unapproved Modifications as shown below will be added to the Bylaws.

"Section 19.20: Unapproved Modifications: A \$100 fine will be assessed on the owner of a unit if an exterior modification is completed without approval by the board of directors or the architectural control committee."

19. Fences, Walls and Dog Runs. Section 6.43 of the Bylaws is deleted and the following is substituted:

"Section 6.43 Fences, Walls and Dog Runs. No fences, walls or similar structures shall be erected on any Unit without the prior written consent of the Developer during the Construction and Sale Period and the Architectural Control Committee thereafter. Any fences, walls or similar structures, if approved, shall be constructed and maintained in compliance with all applicable laws, governmental regulations and ordinances. Except for fences approved pursuant to Section 6.19 pertaining to swimming pools, only decorative or ornamental fences may be constructed. No chain link fences are permitted under any circumstances. No fences may be installed between the front line of the dwelling and the street. Fences may only start at the rear of the dwelling and be placed in the rear yard. Dog kennels or dog runs are prohibited. A Co-owner shall not install within the exterior yards of any Unit, any cables, wires, ropes or other device intended to physically restrict the movement of a dog, with the exception on an "invisible" fence. The boundaries of any invisible fence shall be limited to the rear yard and the portion of the side yard of a Unit located between the rear boundary of a Unit and the front wall of the dwelling. A dog shall not be allowed unleashed in either the front yard of a Unit or the Common Elements. The only fence type allowed for perimeter fences is residential grade ornamental aluminum or iron in black. Perimeter fences shall not exceed four (4) feet in height. Notwithstanding anything to the contrary in this Section 6.43, no fence in excess of twenty-four (24) inches in height shall be permitted within setback areas along any public road."

20. Effect of Amendment. The Master Deed and exhibits as amended by this Amendment continue in full force and effect. The terms of this Amendment shall supersede any contrary provisions in the Master Deed and Condominium Bylaws.

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Strathmore Condominium Association Board of Directors

By: *Gregory Helchowski*
Gregory Helchowski

Its: President
By: *Heather Rude*
Heather Rude

Its: Treasurer
By: *Tonya Hartzler*
Tonya Hartzler
Its: Secretary

STATE OF MICHIGAN)
)ss
COUNTY OF MACOMB)

Acknowledged before me on May 7, 2020, by Gregory Helchowski, President; Heather Rude, Treasurer; and Tonya Hartzler, Secretary of Strathmore Condominium Association, a Michigan Non Profit Corporation.



David White
Notary Public: David White
Macomb County, Michigan
Acting in Macomb County, Michigan
My Commission Expires: 1/22

Drafted by and when
Recorded Return To:

Gregory Helchowski
President, Strathmore Condominiums
48597 Hayes, Shelby Twp, MI 48315

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office, at the City of Detroit, State of Michigan, this 15th day of January, 2025.

Notary Public
David S. White

My Commission Expires
January 1, 2028

Acting in the County of
Macomb

STATE OF MICHIGAN
COUNTY OF MACOMB
NOTARY PUBLIC
DAVID S. WHITE
My Commission Expires
January 1, 2028

11/15/2025

11/15/2025

11/15/2025

11/15/2025



11/15/2025

11/15/2025

11/15/2025

11/15/2025

**EXHIBIT A
LEGAL DESCRIPTION**

Commencing at the Northwest corner of Section 4, T3N, R13E, Macomb Township, Macomb

County, Michigan; thence S89°43'38"E 1147.51 feet along the North line of said Section 4 and the centerline of 26 Mile Road (33 foot half width) to the PLACE OF BEGINNING; thence continuing S89°43'38"E 1540.38 feet along said North line and said centerline of 26 Mile Road to the North Y4 corner and the North-South 114 line of said Section 4; thence S00°17'38"E 2783.59 feet along said North-South Y4 line to the East-West 1/4 line of said section 4; thence S89°30'44"W 1578.16 feet along said East-West 114 line; thence N00°28'46"E 2804.41 feet along the East line of Strathmore Subdivision as recorded in Liber 157, Pages 34-40 of Macomb County Records to the Place of Beginning, containing 100.01 acres of land, more or less, being part of the Northwest Y4 of said Section 4, being subject to easements, conditions, restrictions and exceptions of record, if any.

Now known as Units 1 through 152, Strathmore Condominium, pursuant to the Master Deed recorded in Liber 16499, Page 407 Macomb County Records, as amended being Macomb County Condominium Subdivision Plan No. 916, together with rights in general and limited common elements as set forth in the Master Deed and the Michigan Condominium Act.