

OFFICE OF THE COUNCIL

COUNCIL MEMBERS

JIM JOLLY, President
LAURA M. TOY, Vice President
SCOTT BAHR
ROB GJONAJ DONOVIC
BRANDON McCULLOUGH
KATHLEEN E. McINTYRE
SCOTT MORGAN



33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2250
citycouncil@livonia.gov

COMMITTEE MEMEBERS:

JIM JOLLY, Chair
All Councilmembers

OFFICE OF THE COUNCIL

**ELECTRONIC AGENDA PACKET FOR THE
COMMITTEE OF THE WHOLE MEETING OF
MONDAY, NOVEMBER 20, 2023
7:00 P.M.**

**The electronic agenda is compiled, produced and distributed
by the City Council Staff. (734) 466-2250**

The official documents are on file in the City Clerk's office.

PUBLIC MEETING - COMMITTEE OF THE WHOLE
Monday, November 20, 2023
7:00 PM

Location:

Livonia City Hall, Council Chambers, 2nd floor
33000 Civic Center Drive
Livonia, MI 48154

Members:

Jim Jolly, Chair
All Councilmembers

AGENDA ITEM(S)

1. [The subject matter of the vacant and abandoned fee schedule. \(CR 130-23\)](#)
2. [The subject matter of city user fees. \(CR 221-23\)](#)
3. [The subject matter of Petition 2023-07-08-06 submitted by Leo Soave Building Company, L.L.C. \(CR 288-23\)](#)

AUDIENCE COMMUNICATION

THE FOLLOWING HAVE BEEN NOTIFIED AND ARE REQUESTED TO ATTEND:

Maureen Miller Brosnan, Mayor
Lynda Scheel, City Treasurer
Paul Bernier, City Attorney
Linda Gosselin, City Assessor
Mike Slater, Finance Director
Jerome Hanna, Inspection Director
Mark Taormina, Planning and Economic Development Director

**THIS IS AN OPEN MEETING AND
ALL INTERESTED PARTIES ARE WELCOME TO ATTEND.**

This meeting will be reported at the Regular Meeting of **December 4, 2023**

Minutes of this meeting will be available for public inspection in the City Clerk's Office
not more than eight business days following the date of the meeting.

SUSAN M. NASH, CITY CLERK

In accordance with Title II of the American with Disabilities Act as it pertains to access to Public Meetings, the City Clerk's Office of the City of Livonia, upon adequate notice, will make reasonable accommodations for persons with special needs. Please call (734) 466-2236 or email clerk@livonia.gov if you need assistance. **Council agendas are available on the City's website – www.livonia.gov - under Government, City Council, Agendas.**



LETTER TO THE LIVONIA CITY COUNCIL

1.

Planning
October 2, 2023

MEETING DATE

S090623/R091823/COW112023/R120423

PREPARED BY

Sara Kasproicz, Council Office Manager,

AGENDA ITEM

The subject matter of Petition 2023-07-08-06 submitted by Leo Soave Building Company, L.L.C. (CR 288-23)

BACKGROUND DETAILS

At the Regular Meeting of September 18, 2023:

On a motion by Councilmember Bahr, supported by Councilmember McIntyre and unanimously adopted, it was:

#288-23 RESOLVED, that having considered a communication from the City Planning Commission, dated August 24, 2023, which transmits its resolution #08-55-2023, adopted on August 15, 2023, with regard to Petition 2023-07-08-06 submitted by Leo Soave Building Company, L.L.C., requesting approval of the Master Deed, Bylaws and site plan to develop a site condominium (Sunset View) consisting of eleven (11) single-family homes on the property at 30250 Morlock Avenue located on the west side of Sunset Avenue between Fargo Avenue and Eight Mile Road in the Northwest ¼ of Section 2, and further having considered several email communications from City residents in opposition to Petition 2023-07-08-06, the Council does hereby refer this item to the Committee of the Whole for its report and recommendation.

PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

To discuss the subject matter of Petition 2023-07-08-06 submitted by Leo Soave Building Company, L.L.C.

ATTACHMENTS

1. R091823 Petition 2023-07-08-06 Leo Soave Building Company to COW CR 288-23
2. R091823 NEW DATA - 2023-07-08-06 (Sunset Drive-Revised Layout)
3. S090623 Petition 2023-07-08-06, Leo Soave Bldg Co. Minutes
4. S090623 LTC 2023-07-08-06 Leo Soave Bldg Co
5. S090623 Petition 2023-07-08-06 - Resident Response 4
6. S090623 Petition 2023-07-08-06 - Resident Response 3
7. S090623 Petition 2023-07-08-06 - Resident Response 2
8. S090623 Petition 2023-07-08-06 - Resident Response
9. 2023-07-08-06_E-COUNCIL Pkt

Regular Meeting Minutes of September 18, 2023

A communication from the Planning Commission regarding the Site Plan identified as Sheet CS-100, dated September 14, 2023, as revised, prepared by Angle Design & Engineering, was received and placed on file for the information of the Council.

On a motion by Councilmember Bahr, supported by Councilmember McIntyre and unanimously adopted, it was:

#288-23 RESOLVED, that having considered a communication from the City Planning Commission, dated August 24, 2023, which transmits its resolution #08-55-2023, adopted on August 15, 2023, with regard to Petition 2023-07-08-06 submitted by Leo Soave Building Company, L.L.C., requesting approval of the Master Deed, Bylaws and site plan to develop a site condominium (Sunset View) consisting of eleven (11) single-family homes on the property at 30250 Morlock Avenue located on the west side of Sunset Avenue between Fargo Avenue and Eight Mile Road in the Northwest ¼ of Section 2, and further having considered several email communications from City residents in opposition to Petition 2023-07-08-06, the Council does hereby refer this item to the Committee of the Whole for its report and recommendation.

<i>UNFINISHED BUSINESS ITEM 6 (Regular Meeting of September 18, 2023)</i>
--

Motion:	Bahr
Second:	McIntyre
Ayes:	Toy, Bahr, Donovic, McCullough, McIntyre, Jolly
Nays:	None
Absent:	Morgan

From: [Fadi-angle](#)
To: [Kasprowicz, Sara](#)
Cc: [Leo soave](#); [Taormina, Mark](#)
Subject: Sunset Drive-Revised Layout for City Council Meeting
Date: Thursday, September 14, 2023 5:18:51 PM
Attachments: [2023-09-14 SUNSET DRIVE.PDF](#)

Hi Sarah,

We revised the site layout based on comments received during last meeting and attached is a revised Site plan showing the minimum lot width at 83 feet, with total 10 lots.

Please let me know if you have any questions

Thank you,

Fadi Khalil PE. PMP.

Principal

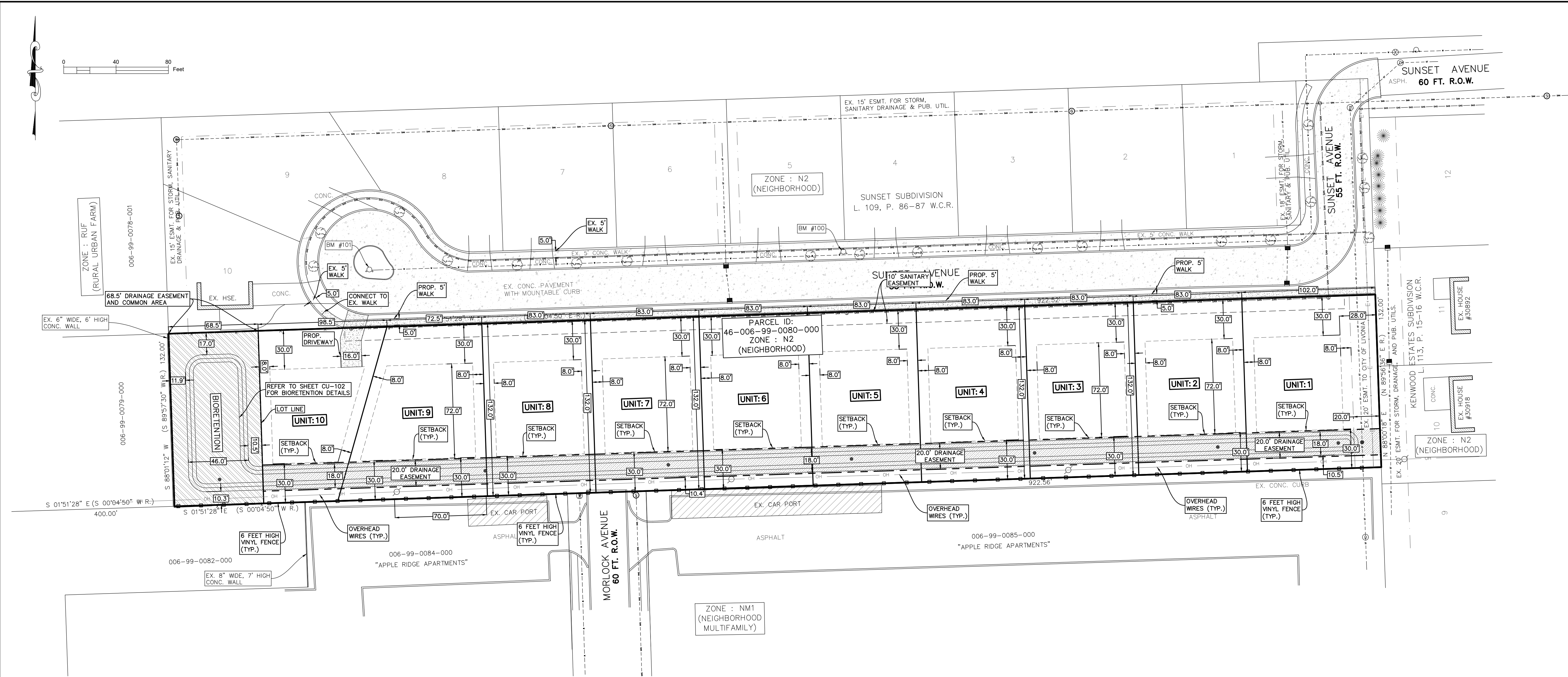
Fadi@AngledesignLLC.com

C. 313.258.2036

Angle Design & Engineering LLC.

22417 Cranbrooke drive

Novi, MI 48375



<u>SITE DATA:</u>	
*NET AREA	2.82 ACRES
<u>SITE ZONING:</u>	
*EXISTING ZONING DISTRICT	"N2" (NEIGHBORHOOD DISTRICT)
<u>TOTAL NUMBER OF PROPOSED UNITS</u>	
	10 UNITS
<u>SITE SETBACKS:</u>	
*FRONT YARD	30'
*REAR YARD	30'
*SIDE YARD	6' (TOTAL 16')
<u>PARKING PROVIDED:</u>	
EACH UNIT WILL HAVE ONE (1) CAR GARAGE AND ONE (1) CAR CAN PARK IN THE DRIVEWAY.	

LEGEND

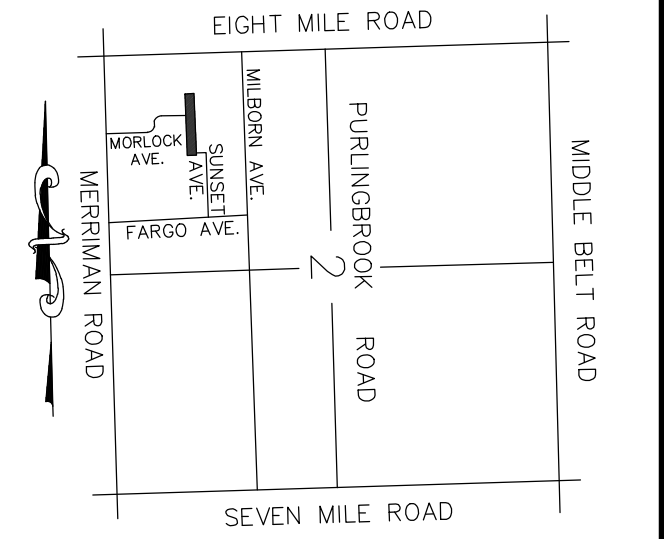
-
- = DRAINAGE EASEMENT AND COMMON AREA
-
- = DRAINAGE EASEMENT

CLIENT
LEO SOAVE
(586-219-7880)
LEO SOAVE BUILDING
COMPANY, INC.
37771 SEVEN MILE ROAD
LIVONIA, MI 48152

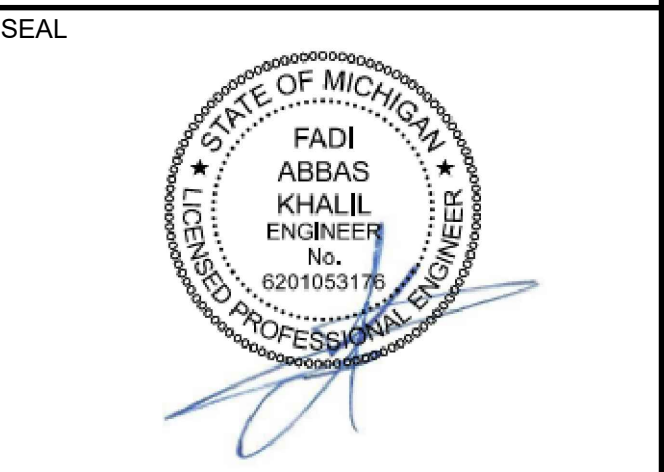
COPYRIGHT
This drawing has been prepared solely for the intended use, and any reproduction or distribution for any purpose other than that authorized by Angle Design is forbidden. Written dimensions shall have precedence over scaled dimensions. Contractors shall verify and be responsible for all dimensions and conditions on the job, and Angle Design shall be informed of any variations from the dimensions and conditions shown on the drawing. Shop drawings shall be submitted to Angle Design for general conformance before proceeding with fabrication.

ISSUES		
No.	DESCRIPTION	DATE
1	SITE PLAN	07-19-2023
2	REVISED SITE PLAN	08-01-2023
3	REVISED SITE PLAN	09-01-2023
4	REVISED SITE LAYOUT	09-14-2023

NOT FOR
CONSTRUCTION



LOCATION MAP



Angle Design & Engineering
22417 Cranbrook Drive, Novi, Michigan 48375
Phone: (313) 258-2036 Email: Fadi@AngledesignLLC.com
Website: WWW.ANGLEDESIGNLLC.COM

PROJECT
30250 MORLOCK AVE.
CITY OF LIVONIA
WAYNE COUNTY, MICHIGAN

PROJECT NO: 2023-700	SCALE: 1"=40'
DRAWN BY: M. K.	CHECKED BY: F. K.
PROJECT MGR: F. K.	APPROVED BY: F. K.

SHEET TITLE
SITE PLAN

SHEET NUMBER CS-100	ISSUE
-------------------------------	-------

**CITYOF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD SEPTEMBER 6, 2023**

Meeting was called to order at 8:33 p.m. by Council President Jim Jolly. Present: Kathleen McIntyre, Vice President Toy, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; Mark Taormina, Planning and Economic Development Director; Todd Zilincik, City Engineer; and Jacob Rushlow, Assistant Director of DPW.

Councilmember McIntyre led the Pledge of Allegiance.

3. SITE PLAN PETITION: Planning Commission, re: Petition 2023-07-08-06 submitted by Leo Soave Building Company, L.L.C. requesting approval of the Master Deed, Bylaws and site plan to develop a site condominium (Sunset View) consisting of eleven (11) single-family homes on the property at 30250 Morlock Avenue located on the west side of Sunset Avenue between Fargo Avenue and Eight Mile Road in the Northwest ¼ of Section 2.

Mark Taormina, Planning and Economic Development Director, presented the request to Council.

President Jolly asked if the property on the east and west side of the street were all a single piece of property at one time.

Mr. Taormina said he has no record of a parcel split of this development.

President Jolly feels the development should conform to the east side of Sunset and asked why we would put eleven homes in rather than eight like the other side.

Councilmember Donovic indicated that the Ordinance calls for 70-foot widths and that is why there would be additional lots available. This would also allow for two large retention areas on the sides.

Mr. Taormina said they can meet the requirements and still provide the stormwater detention. Lot eleven would be 108 feet in width which could be spread among other lots but would push that lot farther for the west and wouldn't have the frontage along the right of way.

Councilmember Donovic said 70-foot lots and the width of the road are common throughout the community.

Todd Zilincik, City Engineer, verified that they need a greenbelt area for snow plowing and to allow for parking of two cars and an emergency vehicle throughway.

Vice President Toy asked for the width of the lots to the east. She also asked if the petitioner must have a monument sign.

Mr. Taormina said they are about 87 feet wide by 110 feet depth. They are about 10 feet shy of what the Ordinance requires as a minimum which is why they are wider. He also indicated the petitioner can request the monument sign requirement be waived.

President Jolly said he feels it is a good choice to waive the monument signs when we can do so.

Councilmember McCullough asked if there are only four catch basins on that current road. He said he used GIS at that site and measured more like 27 feet and has mountable curbs. He asked if there are any plans for additional drainage structures or the geometrics to the road.

Mr. Taormina said there are not.

Councilmember McCullough is concerned about having 10 or 11 new driveways and only four catch basins.

Mr. Zilincik indicated there may be some additional storm sewer that maybe be added to the roadway itself. There is a storm manhole at the curb at sunset as you go around the corner itself.

Councilmember McCullough also asked where the easement for Fire would be placed. He has issues with the number of homes and the infrastructure not being in place.

President Jolly asked Mr. Taormina if Council could require larger lot sizes to make this a conforming plan.

Mr. Taormina indicated Council can require larger lot sizes based on findings or if there's a consensus that is needed to make this a conforming plan. Currently, the plan meets those minimum lot size requirements and requiring something additional would probably need to have to have a basis for that in terms of the Ordinance, whether it's engineering standards being complied with, or other issues that are spelled out in the Ordinance.

Paul Bernier, City Attorney, agreed with Mr. Taormina that there must be adequate and sufficient reasons to increase the requirements.

President Jolly said he thinks it would make sense in terms of a density from a water runoff standpoint to do so.

Councilmember Bahr indicated this area was rezoned by a previous Council from rural urban farm to residential years ago. His concern is it looks like we are packing homes in here and they should be compatible with the surrounding area, and he is not in favor of the plan currently in front of them. He would like to see this item put into Committee of the Whole.

Joe Eadeh, representative for Soave Building, indicated they have worked diligently on this to be sure it meets all the requirements of the city. He indicated that development and redevelopment are what keep communities strong. He did object to the term of “jamming” 11 houses in the space as that number of homes are fully within the requirements.

President Jolly asked if there are such narrow parameters regarding approving or denying things like this, why is this even a petition before us under our ordinances and why it's not just something that can be built upon Administrative Approval? We are hearing from neighbors who don't like things like this, we may not agree with what we're seeing, but our hands are tied regarding what the outcome might be in regard to what we have to do per our ordinances. He feels that this is a fundamental flaw of what we're looking at in terms of the obligations of this Council.

Mr. Bernier said that there must be sufficient and rational reason to vote no on something like this and just because the neighbors want a Greenbelt is not one of the reasons.

Councilmember McIntyre said we do have options and she likes Councilmember Bahr's recommendation to put this into Committee to work with a developer to make sure that what we're approving is in harmony and legally defensible.

Councilmember Donovic asked what the purpose of lot size requirements are if we aren't going to abide by them and then must vote on them. He said in looking at the plan, all the infrastructure is there leading him to believe this was meant to be developed. He asked Mr. Zilincik if it would be possible to install two more catch basins to manage more water run off without ripping up the road portion and causing more issues for the existing homeowners.

Mr. Zilincik said they could remove and replace the road or bored it out.

Councilmember Bahr indicated he had no ill will when he used the term jamming homes in, he just feels that we don't need that level of density here. He responded to Councilmember Donovic's comment as to the purpose of the Ordinance and it is to establish a minimum, not to dictate what the width would be. He feels it is within the purview of the Council to push for plans that are compatible with the surrounding neighborhoods.

Councilmember McCullough asked Mr. Zilincik if the established road already there if it is part of the site plan and permitting process to provide stormwater calculations for the existing roads.

Mr. Zilincik said it would typically exclude that just for the new development itself and then on the parcel that was developed.

Councilmember McCullough reiterated he is not in support of this plan the way it is.

Councilmember Morgan asked Mr. Zilincik if he thinks there is enough run off and we are looking at a plan that is going to work perfectly.

Mr. Zilincik asked for clarification of the question, is there enough capacity in the bio retention system proposed or enough capacity in the storm system of the existing sunset Avenue.

Councilmember Morgan said he is asking both.

Mr. Zilincik said he would have to look at the C factor of the detention area but suspects there would probably be more impervious area added once you add the home plus the driveways and whatever area patios that nature itself, but we want to make sure it all depends on the size of the pipe and the slope of the pipe. There could be enough capacity in the pipe. There are only four catch basins which may be enough capacity based on the size of the pipe. Typically, one side of the street has a two-foot inlet with a 12-inch storm sewer goes across to the main trunk line. And again, it's depending on the size of the pipe and the slope. He would want to make sure that we don't have any flooding back there so we may have to increase the detention, which may shave off a lot.

Councilmember Morgan asked what the size of the existing storm is. He also asked if adjustments would be made after the development started if Engineering determined that another catch basin or wider runoff were needed.

Mr. Zilincik said he believes the size is 27 and it is on the south side. He indicated that Council is approving the site plans and Engineering must make sure it works functionally.

Mr. Eadeh said he the storm sewers are usually installed to handle the full development planned even if it will be done in phases.

The following residents voiced opposition to the development due to basement flooding, narrow roads, loss of Greenspace, number of homes in the plan, and the lack of shared information:

Emma Chapman, 20230 Sunset Street
Donald Brockway, 20234 Sunset
Juliette Abbott, 20226 Sunset
Angela Booth, 20311 Milburn
Ryan Molnar, 20218 Sunset
Michael Doyle, 20210 Sunset
Paul Abbott, 20226 Sunset
Sylvia Kaoud, 30892 Kenwood Court
Zofia Milcarz, 30869 Kenwood Court

Councilmember Bahr offered a motion to refer this to matter to Committee of the Whole on the Regular agenda.

DIRECTION: COMMITTEE OF THE WHOLE REGULAR



LETTER TO THE LIVONIA CITY COUNCIL

3.

Planning
August 24, 2023

MEETING DATE

S090623/R09823

PREPARED BY

Stephanie Reece, Program Supervisor,

AGENDA ITEM

SITE PLAN PETITION: Planning Commission, re: Petition 2023-07-08-06 submitted by Leo Soave Building Company, L.L.C. requesting approval of the Master Deed, Bylaws, and site plan to develop a site condominium (Sunset View) consisting of eleven (11) single-family homes on the property at 30250 Morlock Avenue located on the west side of Sunset Avenue between Fargo Avenue and Eight Mile Road in the Northwest ¼ of Section 2.

BACKGROUND DETAILS

August 24, 2023

Honorable Members of the City Council
City of Livonia, Michigan

Re: Petition 2023-07-08-06 - Sunset View

Dear Council Members:

At the 1,203rd Public Hearings and Regular Meeting held by the City Planning Commission on August 15, 2023, the following resolution was adopted:

PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

#08-55-2023 RESOLVED, That the City Planning Commission does hereby recommend to City Council that Petition 2023-07-08-06 submitted by Leo Soave Building Company, L.L.C. requesting approval of the Master Deed, Bylaws and site plan pursuant to Section 7.27 of the Livonia Zoning Ordinance, as amended, to develop a site condominium (Sunset View) consisting of eleven (11) single-family homes on the property at 30250 Morlock Avenue located on the west side of Sunset Avenue between Fargo Avenue and Eight Mile Road in the Northwest ¼ of Section 2, be approved subject to the following conditions:

1. The Site Plan identified as Sheet CS-100, dated August 1, 2023, as revised, prepared by Angle Design & Engineering, is hereby approved and shall be adhered to.
2. The Landscape Planting Plan, identified as Sheet LP-1, and the Landscape Notes & Details, identified as Sheet LP-2, dated July 20, 2023, prepared by Nagy Devlin Land Design, are hereby approved and shall be adhered to.

3. All disturbed lawn areas, including road rights-of-way, shall be sodded in lieu of hydroseeding.
4. Underground sprinklers are to be provided for all landscaped and sodded areas, and all planted materials shall be installed to the satisfaction of the Inspection Department and thereafter permanently maintained in a healthy condition.
5. A sidewalk shall be installed throughout the development to the satisfaction of the Engineering Department.
6. The condominium Master Deed and Bylaws comply with the requirements of the Subdivision Control Ordinance, Title 16, Chapter 16.04-16.40 of the Livonia Code of Ordinances, and Section 7.27 of the Livonia Zoning Ordinance, as amended.
7. The petitioner shall include language in the Master Deed and Bylaws that requires the condominium association to reimburse the City of Livonia for any maintenance or repair costs incurred for the stormwater detention/retention and outlet facilities and gives the City the right to impose liens in the event the charges are not paid within thirty (30) days.
8. This site shall meet either the City of Livonia or the Wayne County Storm Water Management Ordinance, whichever applies, and the developer shall secure a soil erosion and sedimentation control permit before commencing any grading activities on the site.
9. The developer and all contractors and subcontractors shall employ best management practices to prevent, reduce and mitigate the problems associated with soil erosion and airborne dirt and dust from migrating off-site, including provisions for erosion control barriers, daily street sweeping, watering, and halting earthwork activities on days when the wind conditions are likely to cause a problem.
10. Only a conforming entrance marker is approved with this petition, and any additional signage shall be separately submitted for review and approval by the Zoning Board of Appeals.
11. All required cash deposits, certified checks, irrevocable bank letters of credit, and/or surety bonds shall be deposited with the City prior to the issuance of engineering permits; and
12. Pursuant to Section 13.13 of the Livonia Zoning Ordinance, as amended, this approval is valid for a period of one year only from the date of approval by the City Council, and unless a building permit is obtained, this approval shall be null and void at the expiration of said period.

A roll call vote on the foregoing resolution resulted in the following:

AYES: Dinaro, Ventura, Caramagno

NAYS: Long, Wilshaw

ABSENT: Bongero

ABSTAIN: None

ATTACHMENTS

1. S090623 Petition 2023-07-08-06 - Resident Response 4
2. S090623 Petition 2023-07-08-06 - Resident Response 3
3. S090623 Petition 2023-07-08-06 - Resident Response 2
4. S090623 Petition 2023-07-08-06 - Resident Response
5. 2023-07-08-06_E-COUNCIL Pkt

APPROVED BY



Mark Taormina, Planning and Economic Development Director

Date: August 28, 2023



Maureen Miller Brosnan, Mayor

Date: August 31, 2023

From: [Simmons, Jennifer](#)
To: [Brosnan, Maureen Miller](#)
Cc: [Mayor Staff](#); [Planning](#); [CityCouncil](#)
Subject: FW: Development up for consideration at 8/Merriman - Murlock
Date: Tuesday, August 29, 2023 9:34:32 AM

Jennifer Simmons

Constituent Relations Specialist
City of Livonia | Mayor's Office
(734) 466-2204
jsimmons@livonia.gov

From: Michael Doyle <michael.doyle25@gmail.com>
Sent: Monday, August 28, 2023 9:25 PM
To: Mayor Maureen Miller Brosnan <mayor@livonia.gov>
Subject: Development up for consideration at 8/Merriman - Murlock

Dear Mayor Brosnan,

im sending this email on behalf of not just myself but the families and kids on our block. We are a special block. i understand that the below (developer) has rights but at the same time i hope you can understand our concerns. This is new to me getting involved in local politics, but i sold my home in berkley to move here and couldnt be happier, unless this development moves through. All i ask is you consider the below, read the packet supplied and listen to us next week and at the following council meeting.

My name is Michael Doyle, I live at 20210 Sunset Street, Livonia Michigan 48152 (8 and Merriman) and im emailing about new homes being considered at a study meeting next week on September 6th at 8pm for 30250 Morlock, Livonia, MI 48152. I hope this email finds you well! I want to start that I understand the Sovac building company owns the land and (unbeknownst to all of us on this block) this land is within new zoning rights from a while ago.

I want to ask that you read the packet closely as I know we (myself included) have sent letters that should have been included in the packet and **also want to invite you to the block before or after the meeting to see our concerns**. I would hope that existing citizens be consulted before the effects of new homes on an existing dead-end street be considered. **We recently invited and a hosted Councilman and while we were honest about the above (owner/zoning) they agreed this would not work due to a number of factors, and also why many of us live on this particular block.**

During that meeting we did have a group of near-by citizens worried about construction near their property and also traffic. Most if not all of us plan to be at the September 6th Study meeting. We are distributing an FYI flyer campaign in our area and speaking with over a dozen neighbors every home had concerns about traffic and/or the construction timelines. There is also concern regarding the road leading to our block/ road integrity and curb stability that I would hope will be considered. Let alone drainage, and other factors.

At the planning meeting it was voted yes for your consideration but on a 3-2 vote, and I will mention being at that meeting (planning commission) the developer representative was not sure about a lot of concerns. The video below is the planning meeting our concerns starts at the 54th minute or so with our concerns and earlier for details. There were questions from four of the five members from my memory and that one member who did not ask anything voted yes.

The 2 no votes were from the vice president and president of the commission.

I don't doubt they understood everything but there was a lot of questions and possible confusion.

Lastly, I wanted to point out during the planning commission meeting there were instances in which I think speaks to our concerns. The first one being the president Ian Wilshaw brought up the fact that the original plan of our current homes included 11 homes, not the 10 homes we have. The water retention is an underground development and as he said "is done for the limited size of your site" and also confirmed this has been tried multiple times and failed but could not confirm the amount of times

We are a friendly and growing young family block, I will let my own and my neighbor's emails/letters do the rest of the talking. I am asking that you review the content and see our concerns before the meeting and as I said above would like to host you to see our block and hear our concerns. Im including a youtube link to the planning video, we start around minute 54. and would like to plead our case!

I hope we can host you and show you our concerns!

https://www.youtube.com/watch?v=bQ_DGCKlfuo

God bless and appreciate your time,

Michael Doyle
248-259-0579

From: [brockfiger](#)
To: [Kasprowicz, Sara](#)
Subject: Morlock/sunset nee home development.
Date: Thursday, August 24, 2023 2:23:06 PM

Hello,

My name is Donald Brockway, I live at 20234 Sunset St. Livonia mi 48152.

There is a possible property development in the works for the woods across from our home.

Like the rest of my neighbors, we moved into this home because it was tucked away and had a nice wooded lot across from it. It's a natural buffer between the apartments on the other side and outer home. It cuts down on the noise, the street lights, the cars and people coming and going all hours in the apartments.

If these woods are cut down we will have no buffer. Even with the new homes our beautiful view and quiet will be gone. We have deer that live in the woods and large birds. The birds cut down on the rodent problem caused by the dumpsters in the back of apartments.

The whole street has little kids. And it's so tucked away being a dead end we don't worry much about street traffic. We would lose this with the new homes.

Separately the new development plan is calling for condos but the plan shows single family homes. It's very confusing. The plan is for 11 properties which would make that are very cramped area. The home in the corner closest to 8 mile would have trouble with chemical runoff from the industrial building next to it. No one in their right mind would move in there.

The homes on the next street will be affected as well. Some of us were hoping the city would buy the property to leave it as woodlands.

We (all the neighbors) ask that this lot be left alone. Please.

Sent via the Samsung Galaxy S22+ 5G, an AT&T 5G smartphone

From: [Michael Doyle](#)
To: [Kasprowicz, Sara](#)
Subject: Letter for Murlock development packet
Date: Thursday, August 24, 2023 8:26:14 PM
Attachments: [Murlock.8 and merriamn development Citizen Concern - Doyle - 20210 Sunset St..docx](#)

Hi Sara! i called a few days ago and finally had time to write this. can you include in the packet you planned to build tomorrow for the murlock developement - 11 homes approved for recommendation by the planning commission? This i believe is for the 9/6 study meeting, can you also confirm which council meeting this is for?

im also paranoid that I recorded your email wrong, can you confirm you received this and possibly 1 or 2 others? thanks!

thanks!

Michael and Nikki Doyle
20210 Sunset Street
Livonia, MI 48152

To whom it may concern,

I am a resident on a block that is being considered for 11 new homes at 30250 Morlock, Livonia, MI 48152 on a September 6th study meeting and wanted to share concerns. I will start by saying I do acknowledge that the land is privately owned, the land is within zoning (which none of us knew but happened years ago) and that our concerns are mostly personal but there are other factual concerns as well.

This is a summary of our concerns that I will spell out after these bullet points:

- Traffic and congestion concerns – neighbors on adjoining roads have concerns about already high traffic volumes (Fargo for instance). Fargo is the only entrance to our subdivision and is a rather busy road to begin with.
- Repeated attempts to develop – what is different now if this did not get approval in the past.
- A multi-year construction cycle on a dead-end road with a curve which is not easy at times to traverse. I live on that corner and have seen larger trucks have issues. During the winter, I have helped shovel neighbors' cars out of the corner due to lack plowing.
- I spoke about wildlife, currently there are a few families of deer who call that land home. I know there is an increased population and would be worried about consolidation of their living environments. We also are concerned the deer will come and eat our vegetation and invade our own personal space beyond what we are used to. We all like having the deer, a neighbor who lives near me asked me to pass along notes said she loves the rustic feel and why she has lived here for decades.

I would like to note that 8 of our 10 homes were present at the planning commission meeting. While it passed for your review it was a 3-2 vote. I want to point out the president and vice president both voted no and asked the most questions of the 5 members of the planning commission. There was also a commission member who did not question anything as the other 4 did. This worried me as all 5 members questioned things on another approval that passed 5-0

This property which is a wooded area separating us from an apartment complex has been tried (as I have heard up to 5 times) to be developed and it has failed each time. If there were concerns in the past with water/ sewage/ plot size or traffic I would think that would still apply. There is a past history of failed attempts and would like it to be considered when approving or denying.

While I will not speak for the whole block, I know we have concerns about a multi-year construction cycle – that the developer could not give any kind of timelines beyond “im not sure, 2 years maybe”, on a dead end with what we call a “dead mans curve”. There was talk at the planning meeting also about the integrity about our road and curbs with the large trucks by someone who understands infrastructure much better than then rest of us. His father I believed helped build the current homes and spoke to his concerns.

I also want to add that in talking to near by blocks, the consensus is 100% no one wants the development and were presented with the fact it is zoned and privately owned. Some of those concerned are unable to attend meetings and asked I pass on their concerns.

Another concern is the make up of our block, I understand that blocks have many kids and evolve over time. Currently we do have 10 kids on our block, 9 of which are under 5 years old and one due in October and we don't have many sidewalks to walk them beyond our block. This I know is not a good enough reason to say no to a new development, but in a few years, having 10+ kids playing with up to 40 cars coming and going, plus increased parcel trucks, construction trucks and other traffic concerns all of the young families on the block and also those on the block who don't have young kids.

As a block we have seen maybe 1 or 2 plow trucks in the 6 years I have lived here. We shovel / snow blow our road as a block but with more homes if we did see plow trucks, having cars on each side of what we consider a narrow road, could not pass in my opinion. This also could affect emergency vehicles if cars are across from each other as well and is a concern. I owned a home in Berkley on a dead end and the road was much wider and was still a “tight fit” in terms of driving down the road.

I moved to Livonia in 2017 after getting engaged and sold my home in Berkley, Michigan. I loved Berkley and spent near my whole life there but chose to move into my Wife's home for the ambiance, privacy and how the city seemed to support forested area, wild-life etc. My wife has lived here very happily for over 8 years. She chose this house because of the quietness and seclusion. This area also allows our kids (and others on the block) to enjoy nature even in a small

form. I would be disappointed if this moved forward. Many members of my block stay here because they bought their homes for the area and the addition of more than doubles the homes from 10 to 21 would cause multiple of my neighbors to consider moving.

We also have gone around explaining the situation to neighboring blocks, and each person had concerns about traffic down Fargo, Sunset and other roads.

Lastly, as I have seen this week this land absorbs a lot of precipitation, as well as snow. The removal of that dirt and forest would concern me as we get flooding already, and having more precipitation go into the road would not be ideal. Only our side of the road has water drains/sewer access. Needing to install drains on the other side since the forest can't absorb the moisture would lead to (again in my opinion) road issues with construction.

If nothing else, I appreciate you reading this and hope it paints a picture of our concerns. Some are emotional, some are more factual but at the end of the day I love this city and I know whether it is passed or rejected, it is done so in the best interest of the city and its citizens. I have some of the best neighbors, each of which are just as passionate about this issue and I hope this will be considered when making your final decision. I do welcome you out to our block to see our concerns.

Michael Doyle
248-259-0579
Michael.Doyle25@gmail.com

Also on behalf with thoughts from Patricia who does not email and cannot attend meetings.

Patricia Ervin
313-399-8180

From: [Rhonda Brooks](#)
To: [Kasprowicz, Sara](#)
Subject: Building on Sunset
Date: Wednesday, August 23, 2023 9:28:12 AM

Good Morning-

I've heard about the building of more houses on Sunset. I am a resident that lives on Fargo. I am hoping that this doesn't happen. Fargo has a lot of traffic already and that traffic is often speeding. We need a stop or yield sign at Fargo and Sunset.

Respectfully,
Rhonda Maxfield

Petition 2023-07-08-06 submitted by Leo Soave Building Company, L.L.C. requesting approval of the Master Deed, Bylaws and site plan pursuant to Section 7.27 of the Livonia Zoning Ordinance, as amended, to develop a site condominium (Sunset View) consisting of eleven (11) single-family homes on the property at 30250 Morlock Avenue located on the west side of Sunset Avenue between Fargo Avenue and Eight Mile Road in the Northwest ¼ of Section 2.

**CITY OF LIVONIA, MICHIGAN
APPLICATION FOR SITE PLAN REVIEW & APPROVAL**

All petitions for Site Plan Approval shall be filed with the City Planning Commission,
33000 Civic Center Drive, Livonia, MI 48154-3097.

For filing fee see computation below

Date Filed: 07-20-2023 Petition 2023-07-08-06
Site Address: 30250 Morlock Ave. Sidwell 46-006-99-0080-000
Requesting Approval to Construct a Condominium consisting of 11 Units
Applicant: Leo Soave Business/Company: Leo Soave Building Company, LLC
Applicant's Address: 37771 Seven Mile Rd. City: Livonia State: MI Zip Code: 48152
Applicant's Phone # (586) 219-7880 Applicant's Email Leosoavebuilding@gmail.com
Contact Person: Fadi Khalil Business/Company: Angle Design & Engineering LLC.
Contact's Address: 22417 Cranbrooke Dr. City: Novi State: MI Zip Code: 48375
Contact's Phone # (313) 258-2036 Contact's Email Fadi@angledesignllc.com

Please provide the following information:

- 1) **Site Plan** showing:
 - property dimensions, including road right-of-way & building setback lines
 - foot print of building(s), including dimensions & square footage
 - all easements, protective walls, sidewalks & existing trees
 - any significant topographic features (existing or proposed)
 - parking layout, including type of surface material, sizes of spaces & aisles
 - method used in calculating parking requirement
 - location of light standards servicing parking lot & cutout showing type & height
 - location of trash receptacle, including description of screening
 - location of signs (if proposed must submit separate sign application)
- 2) **Detailed Landscape Plan** including:
 - listing or labeling of all planted materials as to type and size
 - areas to be fully irrigated
 - percentage of landscaping provided (15% of total site required)
- 3) **Building Elevation Plan** depicting:
 - architectural quality
 - wall section & detail plan - exterior building materials must be labeled (i.e. brick, thin brick, E.F.I.S.)
 - all visible rooftop mechanical equipment and how they will be screened
- 4) **General Floor Plan** showing:
 - floor layout
 - entrances & exits
 - restaurants are required to illustrate seating arrangement & capacity
- 5) **One (1) set of reduced plans** (i.e. site, landscape, elevation, floor), a maximum 11" x 17" in size, or digital file in a .pdf format either on CD or emailed to: planning@livonia.gov
- 6) **Legal Description** of the property to be considered (Clearly Printed)
- 7) **One (1) completed application form & three (3) sets of full-size drawings**

You are invited and encouraged to review your proposal with the Planning Department staff. Only one set of preliminary drawings will be necessary for this analysis.

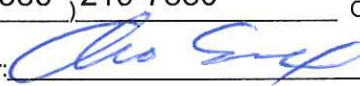
FEE COMPUTATION

\$600.00

_____ sq. ft. of new construction x \$20.00 per 1,000 sq. ft.

(NOTE: Round off to nearest 1,000) + _____

Total Amount Due \$ _____

Owner of Property: Leo Soave
Owner's Address: 37771 Seven Mile RD. City: Livonia State: MI Zip Code: 48152
Owner's Phone # (586) 219-7880 Owner's Email Leosoavebuilding@gmail.com
Signature of Owner:  Print Name: Leo Soave

UNAPPROVED MINUTES

1

MINUTES OF THE 1,203rd PUBLIC HEARINGS AND REGULAR MEETING HELD BY THE CITY PLANNING COMMISSION OF THE CITY OF LIVONIA

On Tuesday, August 15, 2023, the City Planning Commission of the City of Livonia held its 1,203rd Public Hearing and Regular Meetings in the Livonia City Hall, 33000 Civic Center Drive, Livonia, Michigan.

Mr. Ian Wilshaw, Chairman, called the meeting to order at 7 p.m.

Members present: Wafa Dinaro Sam Caramagno Glen Long
 Peter Ventura Ian Wilshaw

Members absent: David Bongero

Mr. Mark Taormina, Planning Director, and Stephanie Reece, Program Supervisor, were also present.

Chairman Wilshaw informed the audience that if a petition on tonight's agenda involves a rezoning request, this Commission makes a recommendation to the City Council who, in turn, will hold its own public hearing and make the final determination as to whether a petition is approved or denied. The Planning Commission holds the only public hearing on a request for preliminary plat and/or vacating petition. The Commission's recommendation is forwarded to the City Council for the final determination as to whether a plat is accepted or rejected. If a petition requesting a waiver of use or site plan approval is denied tonight, the petitioner has ten days in which to appeal the decision, in writing, to the City Council. Resolutions adopted by the City Planning Commission become effective seven (7) days after the date of adoption. The Planning Commission and the professional staff have reviewed each of these petitions upon their filing. The staff has furnished the Commission with both approving and denying resolutions, which the Commission may, or may not, use depending on the outcome of the proceedings tonight.

ITEM #2 PETITION 2023-03-08-02

Sunset View

Mr. Caramagno, Secretary, announced the next item on the agenda, Petition 2023-07-08-06 submitted by Leo Soave Building Company, L.L.C. requesting approval of the Master Deed, Bylaws and site plan pursuant to Section 7.27 of the Livonia Zoning Ordinance, as amended, to develop a site condominium (Sunset View) consisting of eleven (11) single-family homes on the property at 30250 Morlock Avenue located on the west side of Sunset Avenue between Fargo Avenue and Eight Mile Road in the Northwest ¼ of Section 2.

Mr. Taormina: This is a request to construct a site condominium that would be known as Sunset View. The site is on the west side of Sunset Avenue, which is south of Eight Mile and east of Merriman Road. The property is 2.82 acres in size. It is 132 feet deep by 923 feet in length. A little bit on the history of the site. In 2005 the property was rezoned from RUF (Rural Urban Farm) to R-3 (One Family Residential). One year later, in 2006, the city approved Sunset View condominiums consisting of 10 conforming R-3 lots. The project, which a previous owner of the property proposed, was never developed. In 2021, with the adoption of the Livonia Vision Zoning Ordinance, the R-3 district was eliminated and replaced with the N2 zoning and as a result, the minimum required lot width was reduced from 80 feet to 70 feet. Directly across Sunset Avenue, are homes zoned N2 Neighborhood. To the west is the Whispering Woods apartment complex, zoned NM1. To the south, are residential homes, also zoned N2. And directly to the north, are industrial properties, mostly zoned to M-1 (Light Manufacturing). All 11 site condominiums would front on the existing Sunset Avenue, which has a right-of-way width of 55 feet. Lots 1 through 10 would all measure 70 feet in width by 132 feet in depth. Lot 11, which is the northernmost unit, would measure 168 feet in width by 132 feet in depth. In comparison, the lots across the street are all over 80 feet in width, reflecting the zoning that was in place in 1996 at the time the Sunset Subdivision was platted, which was R-3. The plans show a bioretention basin that would run along the south, north, and west sides of the development. The basin would be approximately 62 feet in width at the north end of the project adjacent to Lot 11. It would be 18 feet wide on the west side along the rear of all 11 lots. And at the south end adjacent to Lot 1, the basin would be about 55 feet in width. This feature would be planted with a wetland seed mix and would provide onsite treatment of all the stormwater runoff. There is landscaping including a tree shown being planted for each lot as required by the ordinance. The plans do not show a sidewalk, although one will be required. The sidewalk is going to have to continue along the west side of the street as part of this development. The development is allowed one sign at a maximum of 20 square feet in area and five (5) feet in height. There are no drawings specific for the homes, although the petitioner has brought some renderings and can describe those in more detail this evening. We received the master deed and bylaws for the project, which indicate that the exterior of the multi-story residences will be at least 65% brick, and for the ranch-style homes, there will be a minimum of 80% brick. The

minimum home sizes would be 1,300 square feet for the single-story homes and 1,500 square feet for Cape Cod's and colonials. With that, Mr. Chairman, I can read out the departmental correspondence.

Mr. Wilshaw: Yes, please.

Mr. Taormina: Mr. Taormina: The first item is from the Engineering Division, dated June 30, 2023, which reads as follows: *"In accordance with your request, the Engineering Division has reviewed the above referenced petition. We have no objections to the proposed project at this time, but would like to note the following items: 1. The subject parcel is assigned the address of #30250 Morlock Avenue. Once the plans have been submitted for permits, the Engineering Department will assign addresses to the individual units. 2. The legal descriptions included with the submitted drawings both close per surveying standards, but there are multiple discrepancies between the description shown on the title page and on the "Topographic and Boundary Survey" sheet. The Owner should provide one description that matches on all sheets. 3. The existing parcel is currently serviced by public sanitary sewer, water main and storm sewer. The submitted drawings indicate extensions of the existing utilities to service the proposed units, which we do not believe will impact the existing systems negatively. 4. The proposed development will be required to meet the Wayne County Stormwater Ordinance. Per the submitted drawings, stormwater detention is indicated, but we will need to do a thorough review of the plans once they are submitted for permitting. 5. Per the proposed layouts, all storm sewers, including detention basins, will be privately- owned. Sanitary sewer and water main will be public, located within dedicated easements on the site or in the existing right-of-way. 6. The submitted drawings do not show sidewalks along the front of the proposed condominiums, which are required with all new developments. The sidewalk should be shown on the drawings unless waived by the City Council, and it should connect to the existing sidewalk at the north end of the development. 7. No construction or soil disturbance (including dumping of materials) should occur on the site until the owner obtains the appropriate permits. (Engineering Earthwork, SESC, etc.). 8. The Master Deed and Bylaws that were submitted on July 26th do not include the referenced Exhibit "B" drawings which show proposed easements, so we are not able to review those items at this time. Since those items are vital to the placement of site utilities, it is our position that this petition should not be approved until all of the pertinent information has*

been submitted for review.” The letter is signed by David W. Lear, P.E., Assistant City Engineer. The next letter is from the Livonia Fire & Rescue Division, dated August 1, 2023, which reads as follows: “This office has reviewed the site plan submitted in connection with a request to construct a commercial building & roadway on property located at the above referenced address. We have no objections to this proposal with the following stipulations: 1. A fire access road shall be provided with not less than 20 feet of unobstructed width and have a minimum of 13 feet 6 inches of vertical clearance in accordance to 18.2.3.4.1.1 and 18.2.3.4.1.2 of NFPA 1, 2015. 2. Any curves or corner of streets shall accommodate emergency vehicles with a turning radius of fifty-three feet wall to wall and an inside turning radius of twenty-nine feet six inches. 3. Standard for residential cul-de-sacs is 50’ with a minimum right-of-way radius of 60’ to provide for sidewalks and utilities. A further detailed plan review will take place when this division receives an official plan set.” The letter is signed by Brian Kukla, Fire Marshal. The next letter is from the Division of Police, dated July 26, 2023, which reads as follows: “I have reviewed the plans in connection with the petition. I have no objections to the proposal.” The letter is signed by Paul Walters, Sergeant, Traffic Bureau. The next letter is from the Inspection Department, dated August 1, 2023, which reads as follows: “Pursuant to your request, the above-referenced petition has been reviewed. This Department has no objections to this petition.” The letter is signed by Jerome Hanna, Director of Inspection. The next letter is from the Finance Department, dated August 3, 2023, which reads as follows: “I have reviewed the addresses connected with the above noted petition. As there are no outstanding amounts receivable, general or water and sewer, I have no objections to the proposal.” The letter is signed by Connie Kumpula, Chief Accountant. The next letter is from the Treasurer’s Department, dated July 25, 2023, which reads as follows: “In accordance with your request, the Treasurer’s Office has reviewed the name and addresses connected with the above noted petition. At this time there are taxes due, but they are not delinquent, therefore I have no objections to the proposal.” The letter is signed by Lynda Scheel, Treasurer. That is the extent of the correspondence.

Mr. Wilshaw: Thank you, Mr. Taormina. Is there any questions for our planning staff? I don't see any questions. Our petitioner's representative is in the audience. Please come forward again. Good evening.

Joe Eadah, representing Leo Soave.

Mr. Wilshaw: Thank you, sir, and anything else you'd like to add to the presentation?

Mr. Eadah: The sidewalks, absolutely. We are putting them in, and there was also I think question about fencing in the back, which is going to be vinyl fencing. And the one fence that's in the front there, that is...I think is the black chain link fence that's going to be removed. I think those were the questions last meeting.

Mr. Wilshaw: Okay. Thank you for addressing those issues. Let's see if there's any other questions for you from any of our commissioners, any questions for our petitioner?

Mr. Wilshaw: No questions at all.

Mr. Caramagno: Joe, thanks for answering those questions, those sidewalk and the fencing questions. What's the proposed size of these houses you're going to put in there?

Mr. Eadah: Probably between 1,800 to 2,000, except for the ranches, as Mark said, you know, and we're hoping to keep them in the low fours.

Mr. Caramagno: Okay, you've got pictures here too. These are renderings of what they may look like.

Mr. Eadah: Yes, correct.

Mr. Caramagno: Will they have concrete driveways or asphalt driveways? What do they have?

Mr. Eadah: No, concrete driveways. I don't believe in the ordinance that you can have asphalt driveways. So there would be concrete driveways.

Mr. Caramagno: Okay. Thank you.

Mr. Wilshaw: Thank you, Mr. Caramagno. Any other questions for our petitioner? If there's no other questions for our petitioner, then I'll go to our audience to see if there's any comments from anyone in our audience wishing to speak for or against this petition. Please come to either one of the podiums. That's fine. We will be here as long as you need to be. Hi, Hello, good evening.

Juliette Abbott, 20226 Sunset Street, Livonia, MI. Represented here are all but two houses. We are small but mighty. So, eight out of ten houses are represented in the audience right now. So, this plan has come to you all maybe in a different rendition five times, okay, or thereabouts. And each time it has been denied for a variety of reasons. And I realized a few years ago that the ordinance did change. We didn't know that when we purchased our home as did I think everyone on the street, I think I can speak for most of you. Um, we bought our home because of the wooded area. That I think was for my husband and I personally 50% of the reason was the secluded nature of the property, and we had good confidence that nothing would be built there because on the other side, as you can see, there are apartments. So, we are blocked from the view of these apartments by beautiful trees that have been there for so long. If you drive down our street, they are over 100 feet tall. They're gorgeous, and should be preserved. Our green spaces are necessary. In terms of the data, I have to politely disagree with your sewage...I'm not sure what department it is but the water and sewer. As someone who lives on that street, I can say with confidence that any time it rains, the area across where they're proposing these buildings, it turns into a marsh if you walk back there it is soggy. The road in front, the dead man's curve as we call it, floods every single time that it rains heavily. So to add more houses there, to lose the green space that right now contains much of the water that falls, I think will put an undue burden on that sewer system. The road is not wide. If you park one car there, two cars cannot pass. We have this issue with trucks coming in and out for deliveries. Eleven more houses in that area when across the street, we have more space and less houses is going to be pretty congested. Currently, the snowplows do not service our streets. We collectively as a team of residents service our streets. And lastly, the butterflies. Butterflies are an endangered species. Across the street from us there is milkweed all along that property. We enjoy the butterflies every year. And that's going to be a next step if it goes there, but we are very much against any building in that area. Thank you.

Mr. Wilshaw: Thank you, ma'am. Appreciate your comments. Anyone else wish to come forward and speak. Good evening, sir.

Audience member: Good evening. Hello. Did we play soccer together?

Mr. Wilshaw: You do look very familiar to me.

Donald Brockway. 20234 Sunset, Livonia, MI. Like my neighbor was saying we're small street. Everybody knows each other. Most of the street has small children that being on kind of a dead end everybody kind of is able to go out in the street and play and we have all that area. The woods, the kids go back there. At one point there was almost a trail for everybody to walk on. We very much did not expect anything to be...to happen with the woods. This, like she said. The secludeness and the woods being there was a big part of buying the home in that area. Several of the other residents of this neighborhood and street have voiced an opinion of possibly moving if there's going to be new construction. I would hate to see for a mass exodus from that street especially when it's not a very good time to buy homes. These trees block the apartments that are on the other side of the woods. There's nothing wrong with apartments. We just like our trees and the neighborhood and the aesthetics that we have. They cut about 15 - 20 feet into the woods when they had to remove brush for the electrical lines this past year. And now we're starting to see the apartments, as it is. With this proposed plan, we will all be able to see the tops of the apartments, the areas is going on there, and in some places on the street, we'll be able to see all the way to Merriman. It's a big buffer between the main roads, and then the apartments, if we're putting another set of houses there, it just seems like it would be too congested. You had mentioned about the fire trucks and the streets. Anytime, even the garbage trucks which are shorter than the fire trucks come down the streets, when they get to the end, they have to back up and make a two or three point turn to come back down the street. We've had several large delivery trucks that have had to come down there and they've actually backed up into the woods and broken all kinds of trees because they couldn't turn around. It is very narrow, and you know, if we do have some people that are parking on the street, we wouldn't be able to have that. On the other side, it would be too many cars back and forth. I don't know that we have any legal ramifications it's just that a good majority of us don't want the woods to go. And I don't know how far that goes with, with planning and construction or how far that is. But we just wanted to be heard. In addition, there's been some talk about the particular company that's putting in these houses as far as their track record. Maybe I shouldn't speak on that. Is that, Mr. Long, is that what you're shaking your head that?

Mr. Wilshaw: Mr. Long, feel free to comment if you wish.

Mr. Brockway: I mean, it's just open source, it seems like there's a lot of people that are very unhappy with that particular company, and long, long times for building projects being overdue, things not being up to code or up to...but that's, you know, this could be anybody building houses there. It's not just this company. So maybe we'll leave that out.

Mr. Wilshaw: Yeah, I think the key thing is, is to focus on, on the fact that houses are being proposed there, as opposed to the actual person that's going to put them in, and, what concerns do you have about residential development across the street from your house,

Mr. Brockway: If they are to be put in, it's just going to be overly crowded in my belief, and then we also would want houses that are going to be ...f they did put something there, we would want something that's going to be equal to the same types of property we have. So everybody keeps the same land value as we have now, nothing's going to be decreased or increased or things of that nature. We all do like the butterflies like she was saying I don't have anything additional at this time.

Mr. Wilshaw: We appreciate your comments. Mr. Brockway. Thank you for coming. Thank you. Anyone else wishing to speak on this item, please come forward. Hi, good evening.

Clara Lawrence, 20222 Sunset, Livonia, MI. I'm the original owner, when the homes were built in 1997. I saw my home being built. I saw my neighbors move in. I saw children being born. Right now. I'm a single woman living on this street. I'm the only grandmother on the street to 10 almost 11 little children under the age of 10. I porch sit. I know my neighbors. I love my neighbors. I love the animals that come to our forest across the street, and two of us...we all have forests in our backyard. Two of us do not have fences in our backyard. So the deer, the rabbits, everything comes from across the street that you're planning to destroy, and travelled through our two backyards to go to the next forest to go to the next forest and the next forest. I think you all know that animals are in big trouble because of our community developments. And just I hope and pray that this new development does not go through. Thank you.

Mr. Wilshaw: Thank you ma'am. Appreciate your comments. Anyone else wishing to speak feel free to come forward. Good evening, sir.

Michael Doyle, 20210 Sunset Street, Livonia, MI. I do have a small speech issue.

So, I apologize if it holds this up. First of all, I am the first house, as you come on, on what she called the Dead Man's curve. If you can imagine coming down the road, there was a curve. And then there's a curve right after that. I am on that corner. She had mentioned about kids on the block. We do have 10 and I have one coming in two months. And it's my...it's gonna be my third in the house. My second and my wife's third and just give you some backstory, when I met my wife, I owned a house in Berkeley, Michigan. I loved Berkeley, I grew up in Berkeley, I wanted to live there my entire life. Once I saw this house in this area, I wanted to move to her house, and I sold mine to move onto our block. And I'm sorry, this is kind of an emotional thing. Because I really love our block. As you can tell, we're almost all here. I just am...I've seen cars, delivery trucks, people who don't understand and who don't know our block, whip around that corner. And I work in my living room right next to the big window. So I see every car come in, I'm kind of that guy who was like, hey, there's a person trying to survey out there. And I'm telling them about it. So I love this block. And actually, they've covered most of my topics, it was mostly, you know, we have a lot of young kids and adding 20 more cars onto our block, having parking on both sides. And on that road, you don't have to pull your car in at night. So if you have parking on both sides at night, now you're trying to get things going, I don't believe we have lights on our road. We don't have lights on our road. She had mentioned the animals. There are multiple families of deer living in those woods. And in our little area of say, between Eight and Seven Mile Merriman to Middle Belt, there's probably seven or eight families that I've seen. There's two or three families in that area alone. So now they're going to be going into other areas, or they're going to be eating up our gardens or doing this or that, or they're going to be coming in our yards, and they've been...things like that. They're in a happy place there. This is gonna sound kind of weird. I actually named them because I worked from, you know, right there. And it's like, Oh, hey, John. But I'm sorry, that was dumb. But yeah, just mainly, um, you know, one concern that I had was that when I did talk to one of our neighbors who was not here, she said, this has been tried five times, it's been failed five times. And so I would like to understand, you know, if you have time, after I talk, why this has changed with, you know, with the changes a couple of years ago, but I also want to bring up I called a couple months ago and I asked, and I, it took a couple of times to get in touch with the right person, but they had measured it out and said it's 130 feet. And I didn't know if that was like depth or width

or, or you know this or that. The person on the phone told me it would be 150 feet would be required. And so it would have to be rezoned. So, I felt better, because he told me I would get a letter about that. When I called three weeks ago to find out when this was going to be on the agenda. They said if it has to be rezoned that, not only us but people on the other blocks would be told and that they could also come and we didn't get anything. So I'm assuming that has to do with the thing that happened a couple of years ago, which we didn't get anything on. I know that there's probably five or six people on the other dead end next to us who are fully against it because they will be impacted. And there's people even over on Fargo. She didn't have time to write in and she's hurt right now and she couldn't come in. But she's even worried about the traffic on Fargo as well coming in. I am not against growth of the city. I love this city. I've been here now for six years, and I have no problem with growth. But when I look at the whole idea of the reason why I wanted to move to this city and my mind you this is my own personal thing. Taking down those woods and putting up homes and you know, just adding in more cars, more congestion, more chances for one of our 1011 kids to be hit. You know, that does make me worry. And the last thing that I will say...I didn't make a lot of notes here. But the last thing that I'll say is I just hope that you do take our words to heart and understand where we're coming from where we came as a you know, a small army, if you will. And I hope that if this does pass and you know, we don't have a chance to say no, that the developer would work with us to try and eliminate most of our concerns.

Mr. Wilshaw: Well, thank you, Mr. Doyle, for coming up and speaking. You did a great job. Thank you so much. And what I can say is I'm not going to get into a back and forth as to you know why this petition is here before us today, other than to say that this property is owned by an individual. They have a right to develop, or to propose development on that property. So that's why they're coming to us now. They've done that in the past, perhaps it's been different owners. I'm not sure the exact background scenario, but at any point, anybody that owns property is always willing and capable of coming to us to ask. It's our job to look at that and say, is it appropriate, you know, is this the best development for that property, is that the best use of the property, we evaluate all those factors, what residents in the area have to say, and so on and, and try to make the best decision we can. And our decision is a recommended decision, which will go on to city council with that recommendation. So ultimately, they will make the final decision. But just to give you

at least a little bit of that background, and explain some of those things and you are correct that the zoning change that occurred a couple of years ago, which occurred throughout the city, all areas, and all zoning and were pretty much affected by that. It did change some of the dimensions and so on, and is probably facilitating why this is looking a little bit different than it may have before.

Mr. Doyle: Okay, so and then also, I'm sorry, last thing I promise. She talked about how we all kind of pitched in to do the road. I've lived here for six years; I've seen a plow once and that was after we had taken care of the road. I'm that first house as you come in, and I can tell you right now there is water buildup there all the time. So, if that forest isn't able to absorb all of that, then I would have even more worries about that. So, thank you.

Mr. Wilshaw: We appreciate that comment. Thank you. Anyone else wishing to speak for or against, feel free to come forward? Good evening, sir.

Ryan Molnar, 20218 Sunset, Livonia, MI. A lot of my notes have already been brought up, one of which you are speaking upon the rezoning and how it's conveniently gotten smaller. And with the proposal, counting the units, that would allow for one more house to be developed on the opposite side of our block. Also, it was mentioned that sidewalk would have to be placed as well. Limiting even more space for anybody that moves in. So anybody that moves in, is already given very limited space. It's been brought up that we have 10 children that have free range of this wonderful part of Livonia that we all chose for the same reasons. We would all be directly impacted, some of which are considering moving, which would impact me, which would impact us, because we are more than a community. You know, these are my neighbors, we look out for each other, our children play together. I'm not opposed to new families joining our block, but I do have safety concerns. Our street is not very wide as it's already been brought up. If we have more homes, you could assume that they're gonna want to park in the road as well, which would only allow one lane of traffic and if we have trucks, a fire truck, an ambulance that needs to get down there quickly. I wouldn't want those emergency vehicles to have to weave in and out of parked traffic. Another concern of mine is our elderly neighbor, who we consider our neighborhood grandmother. How long is this construction going to be for eleven homes, one lane of traffic. I just recently lost my grandmother. And I wouldn't want anybody else to be put in the situation. My grandmother

was going through the same thing. She was going to have construction down the road and that was the big concern of ours. What if an emergency vehicle needed to make it to Grandma's, they wouldn't be able to do it. She would have to go pick up her mail somewhere different for months. We're not going to do that. We're standing up. We are voicing our opinions but it's mainly concern of safety for me. I am the neighbor that made that nature trail in the woods for our children. Called it the dyno trail. It's already been impacted by DTE removing about 30 feet of the woods, which really blocked the sound barrier, the light barrier between our block and the apartment buildings. Once those trees were removed, you knew those apartments were there. And when we first moved there, I promise you, I didn't even know apartments were there until a year after we moved in, you know, that following winter, when the leaves fell. brought out the nature, the beauty for us to make even more of an impact on the nature. I think, rezoning and making things smaller, makes it convenient for bigger business to come in and make some money. I guess that's what this world is all about is making money. But we're family men here. It's not about making money. It's about family and keeping people safe. So my main concern is the safety with the development of that's and the time period that it's going to take for that and the impact that they'll have on my children's upbringing. I don't see them playing in the front yard when there's bulldozers. You know, that's just the safety concern. Also the one neighbor that doesn't have a fence, I let my chickens run free. Chickens, me and my children. So I just wanted to thank you for your time. Greatly appreciate it. Please take our thoughts and consideration.

Mr. Wilshaw: Thank you. Appreciate your comments. Anyone else wishing to speak feel free to come forward? Good evening, sir.

Randall Smith, 20222 Sunset, Livonia, MI. I don't care about the woods. I know someone owns it, it's private property. I've represented plenty of people who've done developments, but I wouldn't represent someone who was doing this development. I would the previous one. It was very nice use of space to get the proper zoning for an abandoned industrial space or commercial space and put in housing, that's a great use of land. And it's a great duty for the city to provide. This is not. That road is soft asphalt, and, like Ryan said, if you have construction on that street up and down there for at least a good year, probably two for 11 houses, you're gonna destroy the street. It is not a conforming street that they will build in the Livonia width wise. You cannot park two cars and get through. Maybe on a bicycle or walk. And I don't

know if that's been even looked at by the city engineers or planning. But I can't imagine...the curbs will get destroyed and it was a shoddy construction in the first place in 1996. It wasn't...not a lot of things were up to snuff. With not just with the houses, but with the roads and the sidewalks. But I think it's a terrible use and a terrible approval of this project, considering that road and who lives on it and the nature of the road. And if anyone has been down that road, you could probably have a good sized pickup truck or a moving truck that would destroy that the surface on the tarmac. So that's my concern. The woods are great. And it is kind of putting a square peg in a round hole at this point to chop that off. And there's probably 500 apartments there. There are halogen lights, there's buzzing, there's all kinds of noise. And to just cut that land out in the middle of that square mile there...is a very wooded area. And like Clara said, the deer go through there the turkeys go through there. That's just really, I think that's a poor use of management abilities for the city to allow someone to stick houses in there just because there's land. That's all I have to say.

Mr. Wilshaw: Thank you, Mr. Smith. I appreciate your comments. Anyone else wishing to speak for or against, feel free to come forward and Good evening. Hello, ma'am.

Gwen Schenkelberger, 20238 Sunset, Livonia, MI. I've worked for the second largest developer in the United States. So believe me when I say I am pro-development, but when I talked to my coworkers, they agreed with me that this was not a good idea. And they were on my side and I said exactly what I said if I was in these shoes. I would not be allowing development here. For one, I know that the children have been brought up...I personally have a special needs child. She doesn't know the meaning of stop when we try to tell her not to run into the street adding more chaos, cars. It's just going to make things so much harder for even the typical child and like other people have said, that curve...I've had my car personally stop there and not be able to move and Mike luckily was outside that day and was able to help me push my car so I can imagine all the large trucks, the other cars that are going to congest, this little area. The other thing is just the noise is loud enough, I work from home. And the work that's being done on Eight Mile is already very loud. There's a lot of like auto construction kind of work that goes on there. And just to add more people, more sounds during our work day, it's very difficult. I know several of us do work from home all the time. So that's just a huge inconvenience for all of

us that are trying to be productive during our day. That's all. Thank you.

Mr. Wilshaw: Well, thank you for your comments. Anyone else wishing to speak for or against this item? Good evening, ma'am.

Diane Hill, 20242 Sunset Street, Livonia, MI. I've lived there since 1996. My husband and I were one of the original owners, We bought the last house available and that is one of the reasons why we bought there because of the property. We never had kids, but I have seen three generations of kids just like these people within the area, they've come and gone. for other reasons, bigger houses, whatever. My main concern is, while I have a couple concerns, the trees, and the privacy and the noise from the apartments. We're going to see dumpsters on the back. We don't know what's going to come from them dumpsters, it could be rats, we don't know. And I live in the lot, where you see a car. And I...my trees are all falling down because of the weather. And I have to see all these construction vehicles first of all, which is ridiculous. And now I got to look at apartments through more houses. It is a safety concern for all the kids. I do agree with all these people here and I just think there isn't enough room to do all of the planning and then the other thing I and I just heard tonight, the size of the houses, we are all have 1,500-1,600 square foot houses, pretty much 1,600. Now you bring in these 1,800 square foot houses, 2,000 square foot houses, who's going to want to buy our house when we go to sell it, because they want the bigger houses. They aren't going to when our little houses have been there for 20 years. So I don't really want those houses developed for all of the reasons that I've stated. And pretty much what everybody else has said. So I think to see all this go on..

Mr. Wilshaw: Thank you. All right. Anyone else wishing to speak for or against this item? Have one more gentleman, Good evening, sir.

Paul Abbott, 20226 Sunset, Livonia, MI. Okay, just give me a second.

Mr. Wilshaw: Take your time.

Mr. Abbott: I am in support of everything. Can you read this? I don't know why I'm having an issue with this. Do I need to say this or can she read what I'm saying...she support like the congestion would be ridiculous having trucks coming in all the time. In winter, when the leaves fall off the trees, the lights from the apartments like they shine in to our house. So it's a problem but

when in the summer in the spring, it's not an issue. So, the delivery trucks as well I have to I have to say they can be a problem as well. Often they use our driveway to turn around they don't again because at the end, it's a very tight turn. So oftentimes the trucks will use my driveway to turn around which I'm not opposed to but I didn't know about the asphalt. Like I didn't know that was an issue. Fargo by the way is a bus route. So anyway, there's a bus that goes down Fargo anyway. I don't know how much that would impact trucks delivering supplies and whatnot but also Fargo never gets plowed at all. And how that's a bus route and never gets plowed, I don't know. Also these houses that are proposed, their backyards would be the apartments. So in terms of size, I wouldn't want to live in something like that. I understand that there would be nice houses and good size but have apartments as your backyard that I would be opposed to that. And also my wife and I...

Mr. Wilshaw: Just take a deep breath, it's fine

Mr. Abbott: We love living here. That's all I have.

Mr. Wilshaw: Thank you, Mr. Abbott. We appreciate your comments. Anyone else wishing to speak for or against this? I think we've covered everybody from the residents, so thank you for speaking. Mr. Eadah, would you like to address anything that was discussed? Again, we don't we don't want to create a back and forth debate. But if there's anything that was addressed, or anything that was raised that you would like to address feel free to us.

Mr. Eadah: I mean, we are very sensitive to the traffic. They are right, there will be some congestion. I'm not gonna sit here and lie to anybody. But that's during business hours. I mean, we're not going to have guys there at night when the kids come home from school or anything like that. And if they are, if they hire somebody to plow the snow, we'll be more than happy to chip in on that the plow the snow to. I can't speak for any new residents that go in there.

Mr. Wilshaw: Right. Okay. Is there any questions from any of the commissioners? Mr. Ventura.

Mr. Ventura: Mr. Eadah, are there going to be dumpsters there or are you going to do curbside trash pickup?

Mr. Eadah: I believe that's curbside trash pickup over there.

UNAPPROVED MINUTES

16

- Mr. Ventura: It would be curbside
- Mr. Eadah: Yeah, we're not gonna be putting dumpsters at a residential site. Now, during construction we will have the large dumpsters. They will be on the site.
- Mr. Ventura: Yeah. But on an ongoing basis, there will be no dumpsters. When do you anticipate, if this is approved, to start construction?
- Mr. Eadah: Now by the time we get to City Council and everything, probably either late fall or early spring.
- Mr. Ventura: And how long would you anticipate it would go on?
- Mr. Eadah: If I was to answer that question, I'd be a liar too because it just depends. It depends on the market.
- Mr. Ventura: Your best guess.
- Mr. Eadah: It depends on the market. One resident said two years. I'm gonna go with that. I would say at tops would be two years.
- Mr. Ventura: Okay, thank you.
- Mr. Wilshaw: Thank you, Mr. Ventura. Any other questions for our petitioner? Please stay up there for we may have some additional questions.
- Mr. Caramagno: All right. Yeah, I've got a couple.. Okay. Joe. That's a private road. So, how do you split the ownership of a private road for access to your condos?
- Mr. Eadah: I did not know it was a private road.
- Mr. Caramagno: Is that a private road, Mark? The city doesn't maintain it?
- Mr. Taormina: This is the first time I've heard that it doesn't get plowed. That's a little surprising to me. That's a question for DPW why they wouldn't plow that road? I was not aware of that.
- Mr. Caramagno: Okay, so that is a city street.
- Mr. Taormina: Public road, yes.
- Mr. Caramagno: Okay. I was

Mr. Taormina: It should be a city-maintained street. Yeah.

Mr. Caramagno: Okay. So there's no issue...

Mr. Taormina: That's part of a platted subdivision. So, it's absolutely a public road.

Mr. Caramagno: Sorry for being confused there. If there's any damage to the road as a result of this potential subdivision or 11 houses going in there, who maintains the road? If there's damage done with heavy equipment coming down, there has to be...

Mr. Taormina: Typically, maintenance bonds are posted that would ensure that the road would be properly maintained through construction, and if any damage, the bonds would be forfeited to cover the cost of repairs, or the developer would have to make the corrections before receiving the money back.

Mr. Caramagno: So, I would assume it's reviewed before and after.

Mr. Taormina: Yes, that's all handled through our engineering division. That's correct.

Mr. Caramagno: Okay. As far as the large trees go in the back, I heard some of the folks mention the large trees shield the apartments, and the utility company came and took some trees down, which I believe is closer to the apartment side of that property, is that right? So what's down is down? And Joe, is there any chance that you can leave some big trees on the back of that property? Or is that not really feasible?

Mr. Eadah: We want to leave as much trees as possible, but part of the plan I think the city wants us to do this too, is to put a vinyl fence in the back. So, we would have to tear down any of those trees that we'd have to put a vinyl fence in the back. The tear down of those trees was DTE not ours, because there's probably wire there. And that's why they did it. So, we didn't go there and tear the trees down.

Mr. Caramagno: So, in your plans for development, have you looked and seen if there's large trees that can stay as a result of developing this property, or they are they just mostly got to come down to allow for access?

Mr. Eadah: Only if they're good, if they're nice trees, we want them to stay because it makes it nicer for us to as a developer for sale. Because we don't want to build 11 houses and just sit on them. We want to sell them, and one of the things we do look at is what trees we could keep. And most of these, as Mark probably will tell you there's also tree ordinances so you can just rip down whatever you want, anytime you want.

Mr. Caramagno: It's beneficial for you to leave as many as you can, it is less expensive to have to not have to take them down. And it would be more satisfactory probably to the residents, if you could keep some large trees in there.

Mr. Eadah: Absolutely.

Mr. Caramagno: That's all I got.

Mr. Wilshaw: Thank you. Mr. Caramagno. Any other questions or comments? Mr. Long.

Mr. Long: On the street. I guess my one largest concern with this is the intention to put 11 houses, but on the other side there, you only have I think it's 10, and so you're going to have kind of squeezed in and the driveways aren't going to line up, and you know, it's been pointed out that it's a real narrow street. So I'm sure there are many reasons for the desire to put 11 sites in there. But what's consideration given to one putting 10 in.

Mr. Eadah: I would have to talk to Mr. Soave. I couldn't answer that for you. As it sits right now, it is what the...the 11 is meeting and or exceeding all requirements to the zoning.

Mr. Long: Yes, it is. I understand that just, you know, that my concern about that is... I do see the safety concerns of that and some of the problems that it could present. Thank you. Thank you, Mr. Chair.

Mr. Wilshaw: Thank you, Mr. Long. Any other questions or comments?

Mr. Ventura: My question is for Mr. Taormina. I wonder, I'm under the impression that this plan conforms in every way with the current zoning ordinance.

Mr. Taormina: In terms of the lot dimensions and everything else, that is correct.

Mr. Ventura: There's been some concern expressed about the width of the road does it...Is it unusual to have a road this width in the city?

Mr. Taormina: Rights-of-way widths vary. A standard residential street is usually 60 feet wide, the right-of-way, that is. The right-of-way usually includes a sidewalk on either side. The road itself, from curb to curb, is typically around 35 feet in width. However, road cross-sections can vary. In older subdivisions, the roads can be anywhere from 25 to 28, 29, or 30 feet wide, curb-to-curb. Sunset Avenue is somewhere around 28 to 30 feet wide. The 55-foot right-of-way is not uncommon. We have many streets where the right-of-way is only 50 feet. But typically, the standard right-of-way for a residential street is 60 feet.

Mr. Ventura: Okay, and finally, there's expressed concern about drainage, and my understanding is that the petitioner is providing drainage areas on site so that any runoff is contained on the site, as opposed to migrating over to the condos, over to the apartments or to the homes across the street.

Mr. Taormina: That is correct. That's something that the Engineering Department will review to make sure that that is the case when the final design is approved.

Mr. Ventura: Thank you.

Mr. Wilshaw: Sure Any other questions from any other commissioners? I don't see any other questions? Mr. Eadah, is there anything else that you'd like to add before we make our decision?

Mr. Eadah: No, I'm good. Thank you.

Mr. Wilshaw: Okay. Mr. Caramagno?

Mr. Caramagno: The lot furthest to the north is quite large, considerably larger than the other lots. Has there been any consideration to maybe putting a little...making that lot smaller and putting a playground area over there?

Mr. Eadah: We haven't discussed that.

Mr. Caramagno: Would there be space for it?

Mr. Eadah: I don't know, until I sit down with our engineers to find out.

Mr. Caramagno: Mark, how big is that last lot?

Mr. Taormina: I think we noted in the presentation. It was...

Mr. Caramagno: 168.

Mr. Taormina: Yes, that's correct.

Mr. Caramagno: Has Soave Building done something like that in other areas, put a little playground area for the children to play?

Mr. Eadah: I can't answer that question because I just started representing Mr. Soave.

Mr. Caramagno: Okay. Thank you, Joe.

Mr. Wilshaw: Thank you, Mr. Taormina wasn't a playground type facility part of the Washington...Washington Woods or something down by Hicks and Ann Arbor Road?

Mr. Taormina: Correct. In that case, a portion of the land was dedicated to the city for a playground. That's the park right at the corner. That became a public park. In this particular case, I don't think Parks and Recreation would have any interest in maintaining such a small area, with any type of structure. That would have to be something that would have to go before the Parks Commission. If there's interest in adding a small park, I would suggest that it be the responsibility of the condominium association for both ownership and maintenance.

Mr. Wilshaw: All right, it's a privately owned Park. Okay. It's just a thought...it is one of the only times I can think of something like that being done. But yeah, that's just...

Mr. Caramagno: Just a question.

Mr. Wilshaw: Yeah, it's a good question.

Mr. Taormina: Right now, I believe the legal description for Unit 11 includes the portion of the area for bio-retention. But I'm not certain, and that doesn't have to be the case. It would be more appropriate if it was part of a common area element. But if that area is where the bio-retention has to go, then it would be limited for any type of playground area. Without knowing the final design of the basin, , whether or not it would be usable for any type of active play area would have to be investigated further.

Mr. Wilshaw: All right. I will just make a couple of notes as some of our audience may not realize I am limited in what I can comment on or discuss because as chairman, I can't be doing anything that sways any decision making. But I did want to make a couple notes that, as I read through the minutes of the original development of Sunset View, which is your property, which I remember happening back in the early 2000s. I've been around doing this for a while. Originally, it was proposed to be 11 Lots and then was lessened down to 10. Lots. You do also have water retention that was required as part of that development, and it's done as an underground development. There's no above ground water retention facility. It's all placed underground because of the limited size of your site. So just a couple notes there of differences between that petition and this one. I just wanted to throw that out there. Is there any other questions or comments from any of the commissioners? Mr. Long.

Mr. Long: Mark, it came up a handful of times that this has been presented to us or presented to the Planning Commission or some kind of city body about five times. I don't recall seeing this before. Do you know the history of other attempts to develop this parcel?

Mr. Taormina: There have been multiple attempts to rezone the property. But the successful rezoning occurred in 2005. As I noted in the opening remarks, a 10-unit site condominium project was approved for this site in 2006.

Mr. Long: Okay. Thank you.

Mr. Taormina But prior to that, there were other attempts to rezone the property that were unsuccessful. Thank you, Mr. Chairman.

Mr. Wilshaw: Thank you, Mr. Long. Thank you, Mr. Taormina. Any other questions comments? If not, then a motion would be an order.

On a motion by Ventura, seconded by Caramagno, and adopted, it was

#08-55-2023 **RESOLVED**, That the City Planning Commission does hereby recommend to City Council that Petition 2023-07-08-06 submitted by Leo Soave Building Company, L.L.C. requesting approval of the Master Deed, Bylaws and site plan pursuant to Section 7.27 of the Livonia Zoning Ordinance, as amended, to develop a site condominium (Sunset View) consisting of eleven (11) single-family homes on the property at 30250 Morlock Avenue located on the west side of Sunset Avenue between

Fargo Avenue and Eight Mile Road in the Northwest ¼ of Section 2, be approved subject to the following conditions:

1. The Site Plan identified as Sheet CS-100, dated August 1, 2023, as revised, prepared by Angle Design & Engineering, is hereby approved and shall be adhered to.
2. The Landscape Planting Plan, identified as Sheet LP-1, and the Landscape Notes & Details, identified as Sheet LP-2, dated July 20, 2023, prepared by Nagy Devlin Land Design, are hereby approved and shall be adhered to.
3. All disturbed lawn areas, including road rights-of-way, shall be sodded in lieu of hydroseeding.
4. Underground sprinklers are to be provided for all landscaped and sodded areas, and all planted materials shall be installed to the satisfaction of the Inspection Department and thereafter permanently maintained in a healthy condition.
5. A sidewalk shall be installed throughout the development to the satisfaction of the Engineering Department.
6. The condominium Master Deed and Bylaws comply with the requirements of the Subdivision Control Ordinance, Title 16, Chapter 16.04-16.40 of the Livonia Code of Ordinances, and Section 7.27 of the Livonia Zoning Ordinance, as amended.
7. The petitioner shall include language in the Master Deed and Bylaws that requires the condominium association to reimburse the City of Livonia for any maintenance or repair costs incurred for the stormwater detention/retention and outlet facilities and gives the City the right to impose liens in the event the charges are not paid within thirty (30) days.
8. This site shall meet either the City of Livonia or the Wayne County Storm Water Management Ordinance, whichever applies, and the developer shall secure a soil erosion and sedimentation control permit before commencing any grading activities on the site.
9. The developer and all contractors and subcontractors shall employ best management practices to prevent, reduce and mitigate the problems associated with soil erosion and

airborne dirt and dust from migrating off-site, including provisions for erosion control barriers, daily street sweeping, watering, and halting earthwork activities on days when the wind conditions are likely to cause a problem.

10. Only a conforming entrance marker is approved with this petition, and any additional signage shall be separately submitted for review and approval by the Zoning Board of Appeals.
11. All required cash deposits, certified checks, irrevocable bank letters of credit, and/or surety bonds shall be deposited with the City prior to the issuance of engineering permits; and
12. Pursuant to Section 13.13 of the Livonia Zoning Ordinance, as amended, this approval is valid for a period of one year only from the date of approval by the City Council, and unless a building permit is obtained, this approval shall be null and void at the expiration of said period.

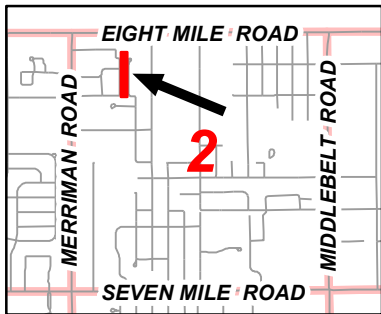
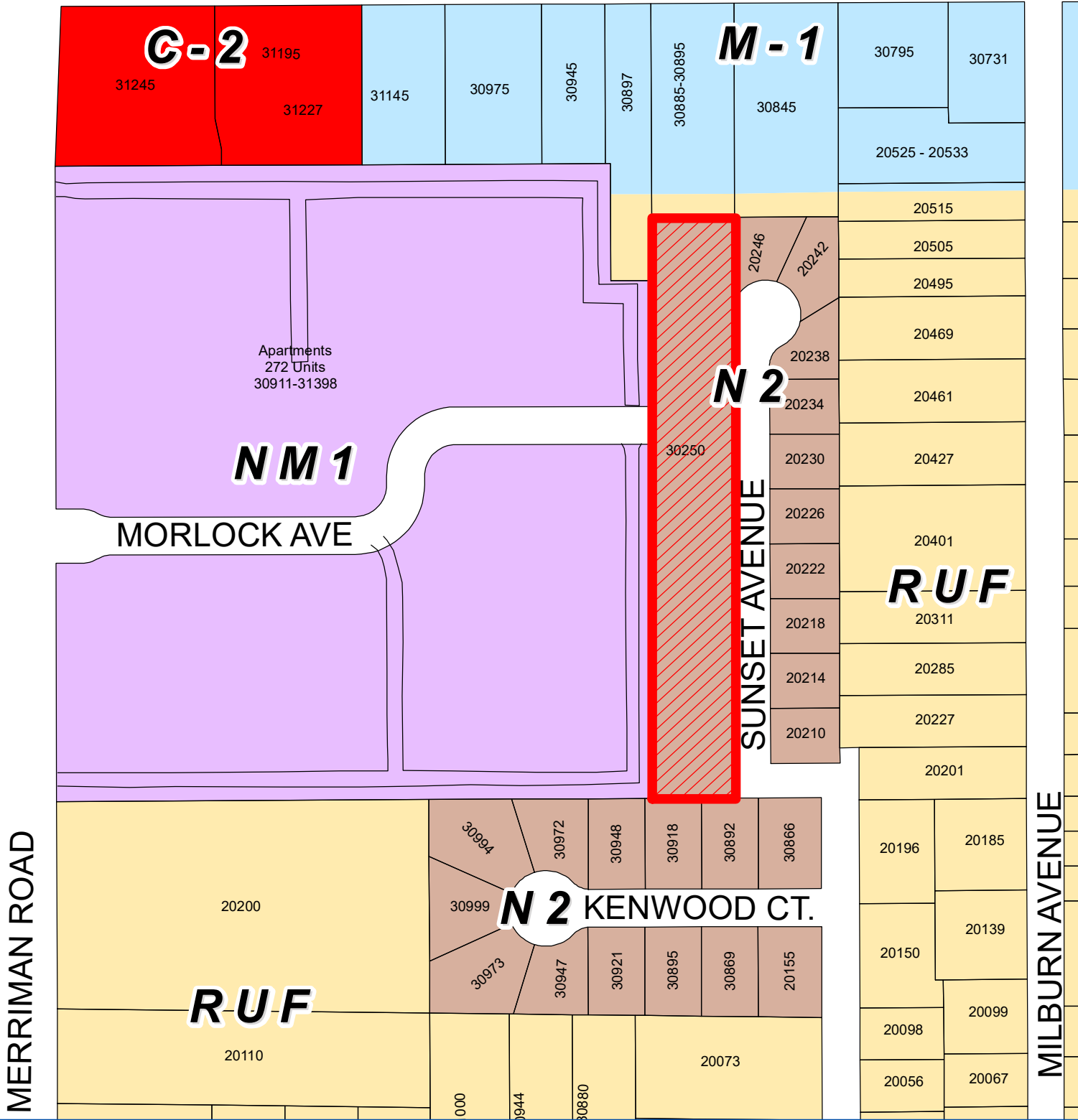
Mr. Wilshaw: Is there any discussion?

Mr. Wilshaw, Chairman, declared the motion is carried and the foregoing resolution adopted. It will go on to City Council with an approving resolution.

A roll call vote on the foregoing resolution resulted in the following:

AYES:	Dinaro, Ventura, Caramagno
NAYS:	Long, Wilshaw
ABSENT:	Bongero
ABSTAIN:	None

EIGHT MILE ROAD



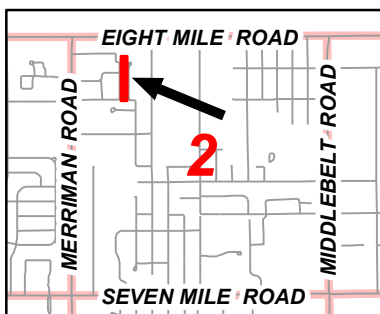
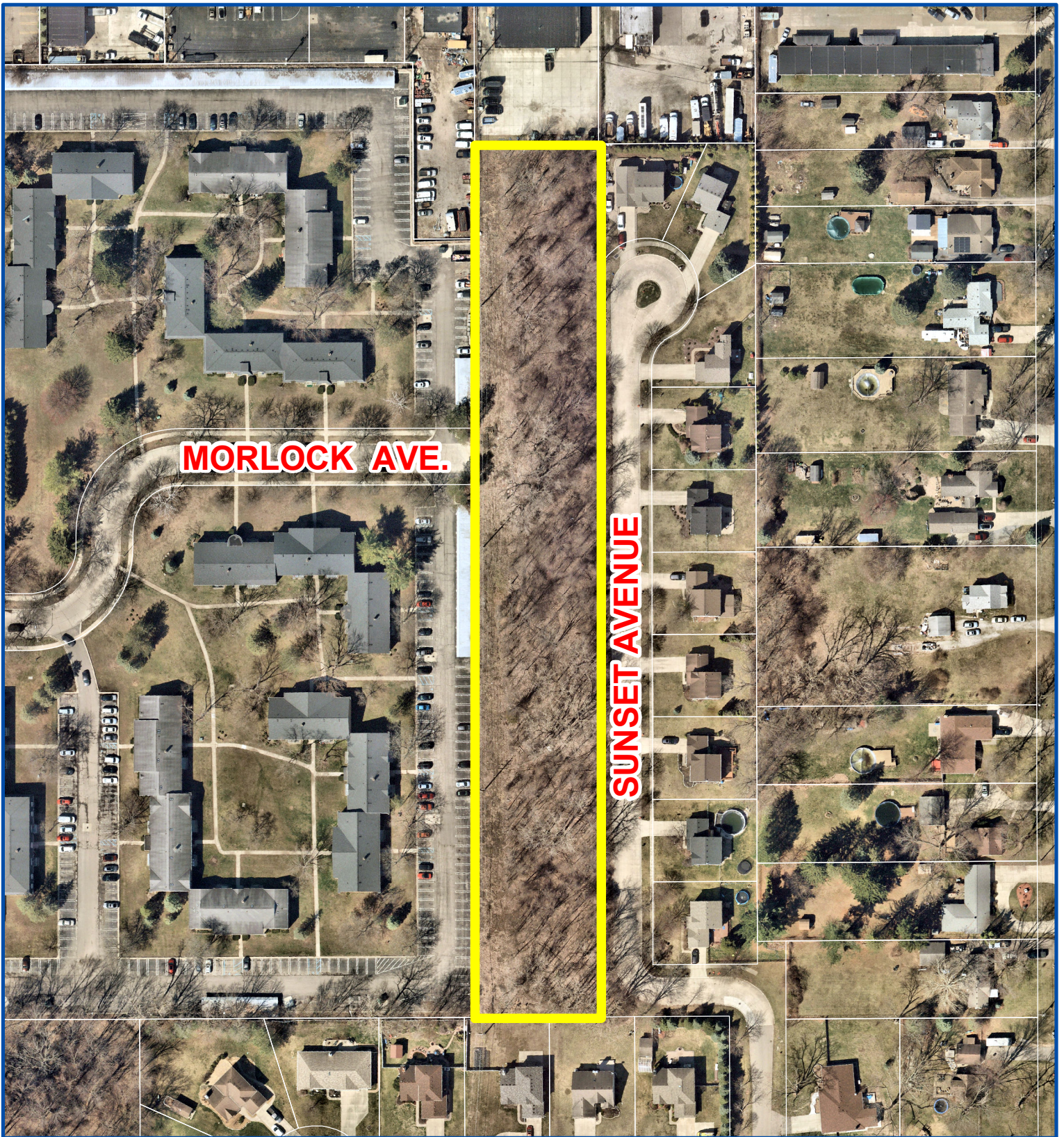
Address & Zoning Map

Petition 2023-07-08-06
Sunset View Condominium
30250 Morlock Avenue



Not to Scale

City of Livonia
Planning Department



Aerial Map

Petition 2023-07-08-06
Sunset View Condominium
30250 Morlock Avenue



Not to Scale



City of Livonia
Planning Department

PLANNING COMMISSION STAFF NOTES

MISCELLANEOUS

ITEM 2

Petition 2023-07-08-06 submitted by Leo Soave Building Company, L.L.C. requesting approval of the Master Deed, Bylaws, and site plan under Section 7.27 of the Livonia Zoning Ordinance, as amended, to develop a site condominium (Sunset View) consisting of eleven (11) single-family homes on the property at 30250 Morlock Avenue located on the west side of Sunset Avenue between Fargo Avenue and Eight Mile Road in the Northwest ¼ of Section 2.

August 1, 2023: Study Meeting:

This review is for a new condominium subdivision consisting of eleven (11) lots located on the west side of Sunset Avenue just south of Eight Mile Road. The zoning of the property is N2, Neighborhood. Until recently, the property was owned by General Properties Company, Inc., which owned and operated the adjacent Merriman Woods Apartments, which later changed to Apple Ridge Apartments and then Whispering Woods Apartments. In 2005, General Properties successfully petitioned to have the property rezoned from RUF, Rural Urban Farm, to R-3, One Family Residential, requiring a minimum lot size of 80' x 120'. One year later, in 2006, the City approved Sunset View Condominiums consisting of ten (10) conforming R-3 lots. With the adoption of the Livonia Vision 21 Zoning Ordinance in 2021, the R-3 District was eliminated and replaced with the N2 District. This change reduced the minimum required lot width to 70 feet, thus enabling the development of eleven (11) conforming lots, which the current plan proposes.

The subject parcel is undeveloped and covered with trees and other natural vegetation. Rectangular in shape, it measures 132.0' x 922.52' for a total of 2.82 acres. On the east side of Sunset Avenue, directly across from the site, are ten (10) platted single-family lots that make up the Sunset Subdivision, also zoned N2. Sunset Subdivision was platted in 1996 at a time when the zoning of the property was R-3. To the south are residential homes which are part of the Kenwood Estates Subdivision, zoned N2. Whispering Woods Apartments, zoned NM1, Neighborhood Multifamily, are directly to the west. And to the north are industrial properties, zoned M-1, Light Manufacturing. Located at the rear of the industrial properties, between this site and the M-1 District, is a forty-foot (40') wide "buffer" strip zoned RUF.

All of the proposed lots would front on Sunset Avenue, which has a right-of-way width of fifty-five feet (55'). Lots 1 through 10 would all measure 70' x 132', and Lot 11 would measure 168' x 132'. By comparison, the lots across the street are all over 80 feet in width, reflecting the R-3 zoning that was in place when the subdivision was platted.

The plans show a stormwater bioretention basin along the south, north, and west sides of the condominium development. The basin would be about sixty-two feet (62') wide at the north end adjacent to Lot 11, eighteen (18) feet wide along the rear of the lots, and fifty-five (55) feet at the south end adjacent to Lot 1. This feature would be planted with a wetland seed mix and would provide on-site treatment of stormwater runoff until

it slowly seeps into the ground. The submitted landscape plan shows a tree along the frontage of every lot. The plans do not show or indicate any network of sidewalks.

With respect to the entry details, residential subdivisions are allowed one (1) identification sign measuring no more than twenty (20) square feet in sign area and five feet (5') in height.

The City has not yet received a copy of the master deed and bylaws outlining the rules and regulations for this project. Additionally, the Petitioner has not submitted any drawings or floor plans of the potential homes of the development.

August 15, 2023: Regular Meeting:

On Wednesday, July 26, 2023, the condominium master deed and bylaws were delivered to the City. The following sections pertain to the size and type of homes proposed for Sunset View Condominiums:

7.6 Specific Requirements. All approvals required by this section shall comply with the following requirements:

a. **Construction Materials.** Each residence shall be finished with wood, masonry (brick or stone), or vinyl exterior with a minimum of 65% of the exterior shall be finished in brick or stone for multi-story residences and 80% of the exterior shall be finished in brick or stone for one story residences. Exposed chimneys shall have an exterior finish of brick or stone and on all other visible improvements shall be finished with wood, brick, stone, or vinyl. Roofs must be of shingle construction using fiberglass or asphalt shingles. Driveways may be of brick or cement. All exterior paints, stains, and material colors must be shown as part of the plan submitted for approval, and samples shall be furnished to the Review Committee on request.

b. **Size and Space Requirements.** No residence shall be constructed on any Unit with less than the following sizes of finished living areas (as calculated on exterior dimensions), exclusive of decks, porches, patios, garages, and basements (whether full basements, daylight basements, or walkout basements):

- One-story home (Ranch) – 1,300 sq. ft.
- Multi-story home (Cape Cod or Colonial) – 1,500 sq. ft.

Approving Resolution: The request to develop a site condominium on the property at 30250 Morlock Avenue is hereby approved subject to City Council approval and the following conditions:

1. The Site Plan identified as Sheet CS-100, dated August 1, 2023, as revised, prepared by Angle Design & Engineering, is hereby approved and shall be adhered to.
2. The Landscape Planting Plan, identified as Sheet LP-1, and the Landscape Notes & Details, identified as Sheet LP-2, dated July 20, 2023, prepared by Nagy Devlin Land Design, are hereby approved and shall be adhered to.
3. All disturbed lawn areas, including road rights-of-way, shall be sodded in lieu of hydroseeding.
4. Underground sprinklers are to be provided for all landscaped and sodded areas, and all planted materials shall be installed to the satisfaction of the Inspection Department and thereafter permanently maintained in a healthy condition.
5. A sidewalk shall be installed throughout the development to the satisfaction of the Engineering Department.
6. The condominium Master Deed and Bylaws comply with the requirements of the Subdivision Control Ordinance, Title 16, Chapter 16.04-16.40 of the Livonia Code of Ordinances, and Section 7.27 of the Livonia Zoning Ordinance, as amended.
7. The petitioner shall include language in the Master Deed and Bylaws that requires the condominium association to reimburse the City of Livonia for any maintenance or repair costs incurred for the stormwater detention/retention and outlet facilities and gives the City the right to impose liens in the event the charges are not paid within thirty (30) days.
8. This site shall meet either the City of Livonia or the Wayne County Storm Water Management Ordinance, whichever applies, and the developer shall secure a soil erosion and sedimentation control permit before commencing any grading activities on the site.
9. The developer and all contractors and subcontractors shall employ best management practices to prevent, reduce and mitigate the problems associated with soil erosion and airborne dirt and dust from migrating off-site, including provisions for erosion control barriers, daily street sweeping, watering, and halting earthwork activities on days when the wind conditions are likely to cause a problem.

MISCELLANEOUS

ITEM 2 Petition 2023-07-08-06 – Sunset View Site Condos

Page 4

10. Only a conforming entrance marker is approved with this petition, and any additional signage shall be separately submitted for review and approval by the Zoning Board of Appeals.
11. All required cash deposits, certified checks, irrevocable bank letters of credit, and/or surety bonds shall be deposited with the City prior to the issuance of engineering permits; and
12. Pursuant to Section 13.13 of the Livonia Zoning Ordinance, as amended, this approval is valid for a period of one year only from the date of approval by the City Council, and unless a building permit is obtained, this approval shall be null and void at the expiration of said period.

Denying Reasons: The request to develop a site condominium on the property at 30250 Morlock Avenue is hereby denied for the following reasons:

1. The petitioner has failed to comply with all general standards and requirements as set forth in Sections 1.02 and 13.13 of the Livonia Zoning Ordinance, as amended.
2. The layout and number of site condominiums proposed for the development would have a detrimental effect on the neighboring properties.
3. That the proposed use would unduly tax and conflict with the established and normal traffic flow of the area.
4. That the proposal creates significant adverse impacts on adjoining parcels, public services, and community planning efforts.
5. Allowing this type of development would be detrimental to the aesthetic quality and appeal of the area, and thereby, inappropriately altering the character of the neighborhood; and
6. The petitioner has failed to comply with all the concerns deemed necessary for the safety and welfare of the City and its residents.

PROPOSED

30250 MORLOCK AVE.

WAYNE COUNTY, MI

LEGAL DESCRIPTION (PARCEL ID-07-317-002-13)

PART OF THE NORTHWEST 1/4 OF SECTION 2, T.1S., R.9E., CITY OF LIVONIA, WAYNE COUNTY MICHIGAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST 1/4 CORNER OF SECTION 2, T.1S., R.9E., CITY OF LIVONIA, THENCE ALONG THE NORTH LINE OF SAID SECTION 2 AND CENTERLINE OF EIGHT MILE ROAD, N. 88°10'52" E., 1006.37'; THENCE S. 01°41'48" E., 400.00' TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE N. 88°10'52" E., TO THE NORTHWEST CORNER OF SUNSET SUBDIVISION RECORDED IN LIBER 109 PGS. 86-87, WAYNE COUNTY RECORDS, 132.00'; THENCE ALONG THE WEST LINE OF SAID SUNSET SUBDIVISION, S.01°51'28"E., TO A POINT THE NORTH LINE OF KENWOOD ESTATES SUB, RECORDED IN LIBER 113, PAGES 15-16 WAYNE COUNTY RECORDS, 922.52'; THENCE ALONG THE NORTH LINE OF SAID KENWOOD ESTATES SUB, S.88°09'54" W., 134.59'; THENCE N. 01°41'48", 922.56" TO THE POINT OF BEGINNING CONTAINING 2.82 ACRES SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

SITE DATA:

*NET AREA

2.82 ACRES

SITE ZONING:

*EXISTING ZONING DISTRICT

"N2" (NEIGHBORHOOD DISTRICT)

TOTAL NUMBER OF PROPOSED UNITS

11 UNITS

SITE SETBACKS:

*FRONT YARD

30'

*REAR YARD

30'

*SIDE YARD

6' (TOTAL 16')

PARKING PROVIDED:

EACH UNIT WILL HAVE ONE (1) CAR GARAGE AND ONE (1) CAR CAN PARK IN THE DRIVEWAY.

FLOODPLAIN NOTE:

PER THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP, NO FLOOD PLAIN IS EVIDENT ON THE SITE. (COMMUNITY-PANEL NUMBER 26163C0055E)

WETLAND NOTES:

THE PROPOSED SITE IS NOT LOCATED WITHIN ANY WETLAND AREA.

BENCHMARKS

1. BENCHMARK #100: ARROW ON HYDRANT ELEV. 672.64

1. BENCHMARK #101: ARROW ON HYDRANT ELEV. 676.14

CLIENT

LEO SOAVE
(586-219-7880)
LEO SOAVE BUILDING COMPANY, INC.
37771 SEVEN MILE ROAD
LIVONIA, MI 48152

COPYRIGHT

This drawing has been prepared solely for the intended use, true any reproduction or distribution for any purpose other than that authorized by Angle Design is forbidden. Written dimensions shall have precedence over scaled dimensions. Contractors shall verify and be responsible for all dimensions and conditions on the job, and Angle Design shall be informed of any variations from the dimensions and conditions shown on the drawing. Shop drawings shall be submitted to Angle Design for general conformance before proceeding with fabrication.

ISSUES

No.	DESCRIPTION	DATE
1	SITE PLAN	07-19-2023
2		
3		
4		

NOT FOR CONSTRUCTION

MISS DIG 811

LOCATION MAP

SEAL

Angle Design & Engineering

22417 Cranbrooke Drive, Novi, Michigan 48375
Phone: (313) 258-2036 Email: Fadi@AngledesignLLC.com Website: WWW.ANGLEDESIGNLLC.COM

PROJECT

30250 MORLOCK AVE.
CITY OF LIVONIA
WAYNE COUNTY, MICHIGAN

PROJECT NO: 2023-700

SCALE: NTS

DRAWN BY: M. K.

CHECKED BY: F. K.

PROJECT MGR: F. K.

APPROVED BY: F. K.

SHEET TITLE

COVER SHEET

SHEET NUMBER

CS1-100

ISSUE

DEVELOPER:

LEO SOAVE (586-219-7880)
LEO SOAVE BUILDING COMPANY, INC.
37771 SEVEN MILE ROAD
LIVONIA, MI 48152

ENGINEER:

FADI KHALIL, (313)258-2036
ANGLE DESIGN & ENGINEERING LLC.
22417 CRANBROOKE DR.
NOVI, MI 48375

LEGEND	
	PROP. FIRE HYDRANT
	EX. FIRE HYDRANT
	PROP. GV & W OR TSV & W
	EX. GV & W OR TSV & W
	EX. MANHOLE
	PROP. SANITARY MANHOLE
	EX. SANITARY MANHOLE
	PROP. STORM MANHOLE
	EX. STORM MANHOLE
	PROP. REAR YARD CATCH BASIN
	EX. ROUND CATCH BASIN
	PROP. CATCH BASIN
	EX. CATCH BASIN
	EX. END SECTION
	PROP. END SECTION
	TELEPHONE MANHOLE
	SIGN
	LIGHT POLE
	POWER POLE
	PROP. RIP-RAP
	PROP. CONCRETE
	PROP. GRASS
	PROP. TOP OF WALK
	PROP. TOP OF PAVEMENT
	PROP. FINISH GRADE
	PROP. TOP & GUTTER
	PROP. TOP OF GUTTER
	PROP. SWALE
	PROP. HIGH POINT LINE
	PROP. CONTOUR LINE
	EX. CONTOUR LINE
	PROP. SANITARY PIPE
	PROP. STORM PIPE
	PROP. WATER PIPE
	EX. SANITARY PIPE
	EX. STORM PIPE
	EX. WATER PIPE
	FENCE LINE
	OVERHEAD LINE

SHEET TITLE	
SITE PLAN	
SHEET NUMBER	ISSUE
CS-100	

PROPERTY DESCRIPTION

THE FOLLOWING DESCRIBED PREMISES SITUATED IN THE CITY OF LIVONIA, COUNTY OF WAYNE, AND STATE OF MICHIGAN:
THE WEST 4 ACRES OF THE EAST 9 ACRES OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWN 1 SOUTH, RANGE 9 EAST, EXCEPT THE NORTH 400.00 FEET THEREOF, CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 2, TOWN 1 SOUTH, RANGE 9 EAST, AND PROCEEDING THENCE ALONG THE NORTH LINE OF SAID SECTION 2 NORTH 89 DEGREES 57' MINUTES 30 SECONDS EAST, 1006.37 FEET; THENCE SOUTH 00 DEGREES 04' MINUTES 50 SECONDS WEST 400.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE SOUTH 00 DEGREES 04' MINUTES 50 SECONDS WEST 922.56 FEET; THENCE NORTH 89 DEGREES 56' MINUTES 36 SECONDS EAST, 132.00 FEET; THENCE NORTH 00 DEGREES 04' MINUTES 50 SECONDS EAST 922.52 FEET; THENCE SOUTH 89 DEGREES 57' MINUTES 30 SECONDS WEST 132.00 FEET TO THE POINT OF BEGINNING,
CONTAINING 2.7956 ACRES AND BEING SUBJECT TO ANY EASEMENTS THAT MAY BE OF RECORD OVER SAID PARCEL.
TAX PARCEL NO.: 46-006-99-0080-000
COMMONLY KNOWN AS: 30250 MORLOCK, LIVONIA, MI 48152

BENCH MARKS

BM #100
ARROW ON HYDRANT ON EAST SIDE OF SUNSET AVENUE NEAR LOT LINE OF LOTS 4 & 5 OF SUNSET SUBDIVISION.
ELEVATION = 672.64 NGVD29

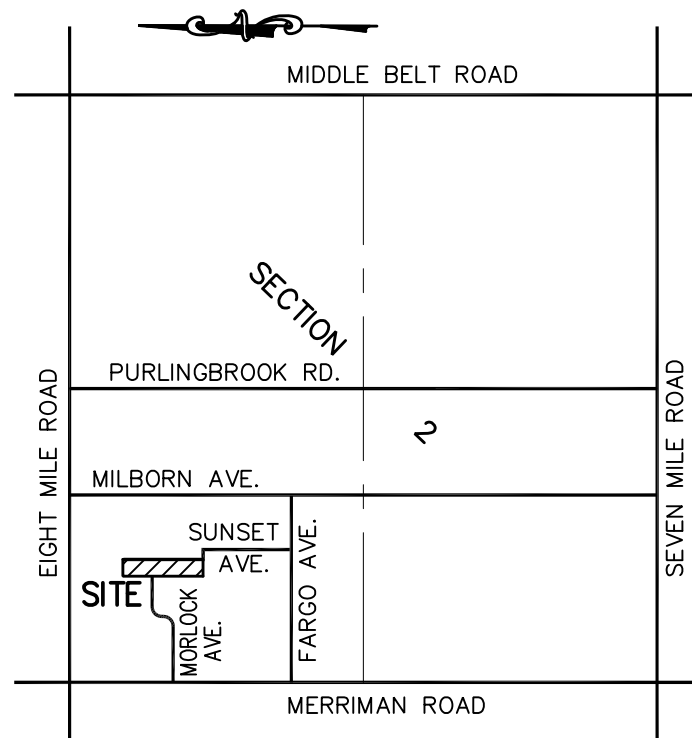
BM #101
ARROW ON HYDRANT IN CUL-DE-SAC ISLAND AT NORTH END OF SUNSET AVENUE.
ELEVATION = 676.14 NGVD29

BEARING BASIS:

BEARINGS BASED ON THE WEST LINE OF "SUNSET SUBDIVISION" AS RECORDED IN LIBER 109, PAGE 86-87 WAYNE COUNTY RECORDS.

FLOOD HAZARD NOTE:

THIS PROPERTY IS NOT LOCATED WITHIN THE FLOOD HAZARD AREA INDICATED BY FLOOD INSURANCE RATE MAP FIRM NO. 26163C0055E, DATED: FEBRUARY 2, 2012.



LOCATION MAP
NO SCALE



40 0 20 40

SCALE: 1 IN. = 40 FT.

LEGEND

- (R.) RECORDED AS
- FIRE HYDRANT
- ⊗ GATE VALVE & WELL
- SEWER MANHOLE
- CATCH BASIN
- ⊕ SIGN
- ⊕ TELEPHONE BOX
- ⊕ UTILITY POLE
- ⊕ LIGHT POLE
- ⊕ GUY ANCHOR
- ⊕ SPOT ELEVATION
- ⊕ TREE
- SANITARY SEWER
- STORM SEWER
- WATER
- OVERHEAD
- GAS
- CONTOUR INTERVAL = 1 FOOT

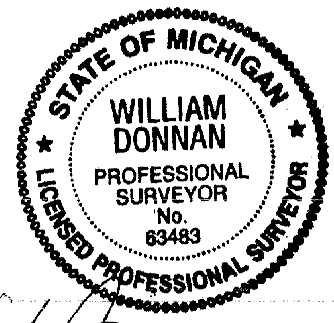
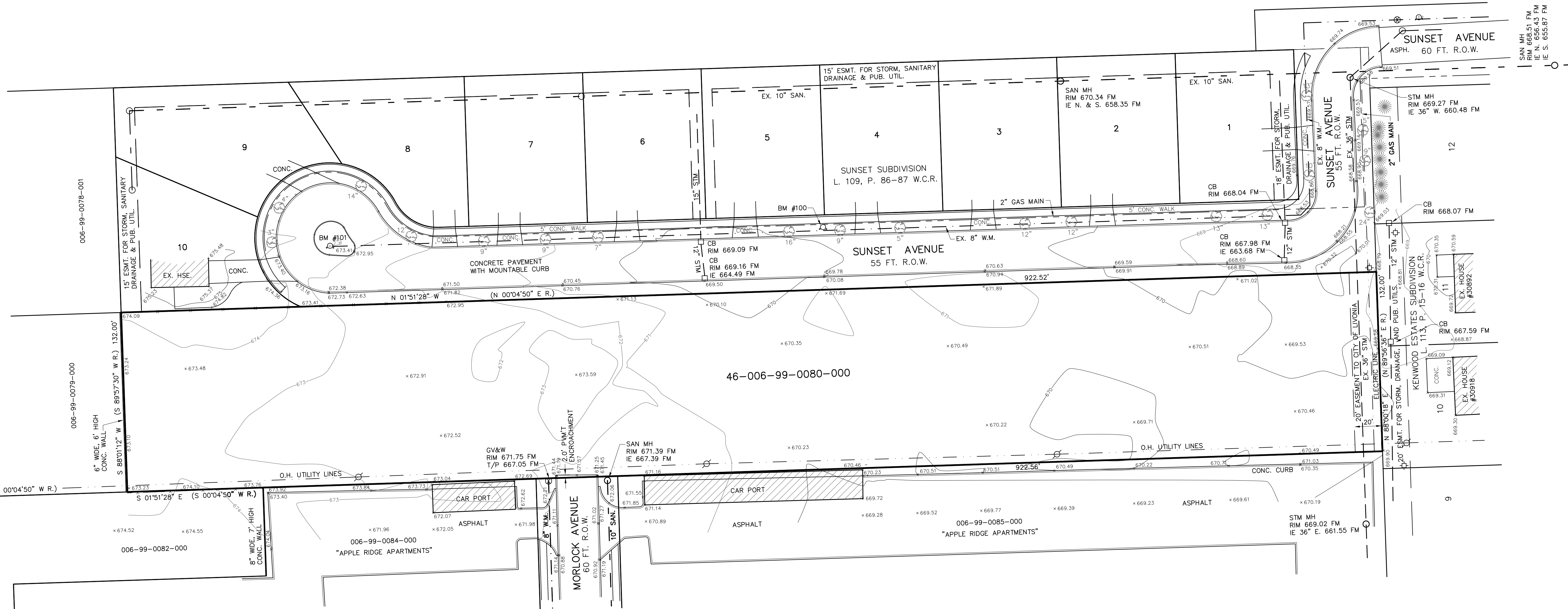
N. 1/4 COR.
SECTION 2
T.1S., R.9E.
L. 45095, P. 5

1303.88'

NORTH LINE OF SECTION 2

N 89°01'12" E (N 89°57'30" E R.)
1006.37'

NW CORNER
SECTION 2
T.1S., R.9E.
L. 43380, P. 129



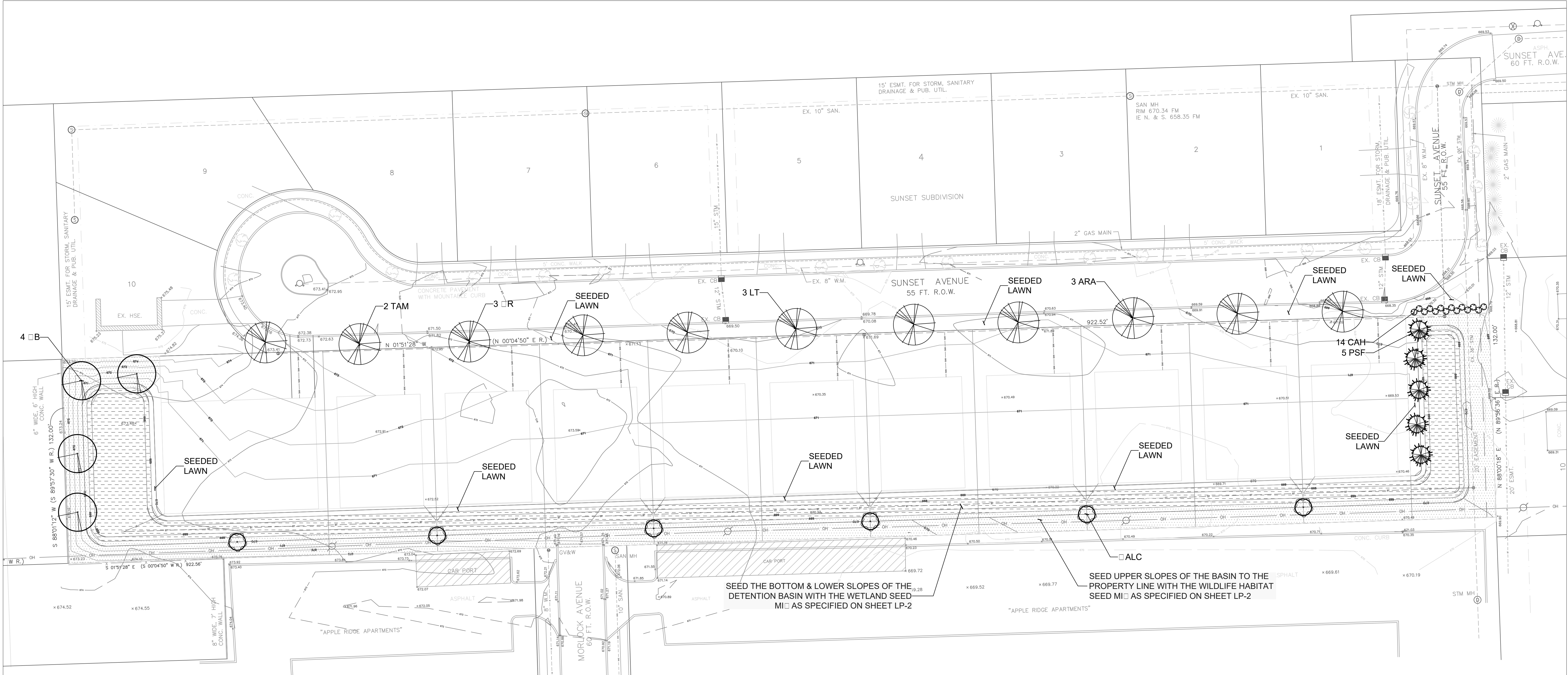
REVISIONS

PREPARED FOR
LEO SOAVE BUILDING CO.
37771 SEVEN MILE ROAD
LIVONIA, MICHIGAN 48152
(586) 219-7880

ARPEE/DONNAN, INC.
LAND SURVEYING • ENGINEERING • MAPPING
32233 SCHOOLCRAFT RD., SUITE 103
LIVONIA, MICHIGAN 48150
PHONE (734) 953-3335 FAX (734) 953-3324

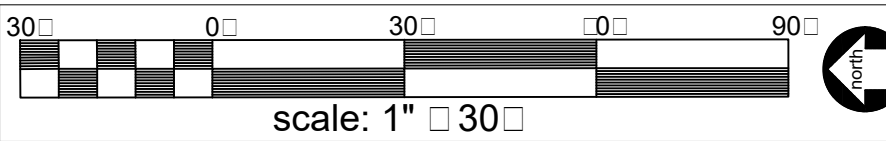
TOPOGRAPHIC & BOUNDARY SURVEY
46-006-99-0080-000 (30250 MORLOCK)
PART OF THE NORTHWEST 1/4 OF SECTION 2
T. 1 S., R. 9 E., CITY OF LIVONIA
WAYNE COUNTY, MICHIGAN

DATE 07/14/23
DRAFTED BY WRD
CHECKED BY WGD
F.B. 286
FILE:
JOB #
23023



LANDSCAPE PLANTING PLAN

scale: 1" = 30'



PLANT LIST

KEYQTY.	BOTANICAL NAME	COMMON NAME	SIZE
OPEN SPACE LANDSCAPING			
ALC	<i>Amelanchier laevis</i> Cumulus	Cumulus Allegheny Serviceberry	2" cal. B&B
CAH 14	<i>Clethra alnifolia</i> Hummingbird	Hummingbird Summersweet	3" ht., 5 gal. pot
PSF 5	<i>Pinus strobus</i> Fastigiata	Fastigate Eastern White Pine	12 ht. B&B
B 4	<i>Quercus bicolor</i>	Swamp White Oak	3" cal. B&B
STREET TREES			
ARA 3	<i>Acer rubrum</i> Autumn Flame	Autumn Flame Red Maple	3" cal. B&B
LT 3	<i>Liriodendron tulipifera</i>	Tuliptree	3" cal. B&B
R 3	<i>Quercus rubra</i>	Red Oak	3" cal. B&B
TAM 2	<i>Tilia americana</i> McSentry	McSentry American Linden	3" cal. B&B

LANDSCAPE CALCULATIONS:

OPEN SPACE LANDSCAPING 38,990 sq. ft.
One deciduous or evergreen tree per 3,000 sq. ft. of open area
38,990 sq. ft. divided by 3,000 sq. ft. equals 13 trees
STREET TREES
One street tree per unit

NOTES:
See Sheet LP - 2: LANDSCAPE NOTES & DETAILS for landscape development notes, landscape planting details, detention pond notes, and seed mix compositions.

date: July 20, 2023
revised:

LANDSCAPE PLAN FOR:
Angle Design & Engineering, L.L.C.
22417 Cranbrooke Drive
Novi, Michigan 48375
(313) 258-2036

PROJECT LOCATION:
Proposed Residential Development
30250 Morlock
Livonia, Michigan

LANDSCAPE PLAN BY:
Nagy Devlin Land Design
3173 West Chicago Ave
Livonia, Michigan 48150
(734) 34-9208
R.L.A. State of Michigan 1210

J. BRIAN DEVLIN
NO. 1260
REGISTERED LANDSCAPE ARCHITECT

Autocad Signature
ORIGINAL IN BLUE

LANDSCAPE PLANTING NOTES:

PLANTING

1. Installation of all plant material shall be in accordance with the latest edition of the *American Association of Nurserymen Standards for Nursery Stock* and with the specifications set forth by the City of Livonia, Michigan.
2. The plant materials shall conform to the type stated on the plant list. Sizes shall be the minimum stated on the plant list or larger. All measurements shall be in accordance with the latest edition of the *American Association of Nurserymen Standards for Nursery Stock*.
3. The plant material shall be nursery grown and inspected by the Owner's representative before planting. The Owner's representative reserves the right to reject any plant material at any time.
4. Plants designated "B&B" shall be balled and burlapped with firm balls of earth.
5. Dig shrub pits one foot [] larger than the shrub rootball, tree pits three [3] times the width of the tree rootball and backfill with one [] part topsoil and one [] part soil from excavated pit. Plant trees and shrubs at the same grade level at which they were planted at the nursery. If wet, clay soils are evident, plant trees and shrubs slightly higher.
6. The Contractor is responsible for planting the materials at the correct grades and spacing. The plants shall be oriented to give the best appearance.
7. When the plant has been properly set, the pit shall be backfilled with the topsoil mixture, gradually filling, patting, and settling with water.
8. Trees in lawn areas to have a four foot [4'] circle of mulch, four inches [4"] deep, and three inches [3"] away from the trunk []. Shrub beds are to be mulched with shredded bark mulch to a minimum depth of three inches [3"] []. Only natural color shredded hardwood bark mulch will be accepted.
9. Remove all twine, wire, and burlap from the top one third [1/3] of tree and shrub root balls and from tree trunks []. Remove all non-biodegradable material such as plastic or nylon completely from branches and stems.
10. All plant materials shall be pruned and injuries repaired. The amount of pruning shall be limited to the removal of dead or injured limbs and to compensate for the loss of roots from transplanting. Cuts should be flush, leaving no stubs. Cuts over three [3] quarters of an inch [3/4"] shall be painted with tree paint. Shrubs along the site perimeter shall be allowed to grow together in a natural form.
11. Organic, friable topsoil shall be evenly distributed and fine graded over all areas to receive lawns at uniform depth of four inches [4"] after settlement.
12. All lawn areas shall be sodded with a Grade A Kentucky Blue Grass blend over the topsoil.
13. All plantings shall be completed within three [3] months, and no later than November 30, from the date of issuance of a certificate of occupancy if such certificate is issued during the April 1 thru September 30 period; if the certificate is issued during the October 1 thru March 31 period, the planting shall be completed no later than the ensuing May 31 []. plantings shall thereafter be reasonably maintained, including permanence and health of plant materials to provide a screen to abutting properties and including the absence of weeds and refuse.
14. Backfill directly behind all curbs and along sidewalks and compact to the top of curbs or wall to support vehicle and pedestrian weight without settling.
15. All landscape areas, especially parking lot islands and landscape beds near [] to buildings shall be excavated of all building materials and poor soils to a depth of twelve inches to eighteen inches [12"-18"] and backfilled with good, medium-textured planting soil [] or light yellow clay loam []. Add four inches to six inches [4"-6"] of topsoil over the fill material and crown a minimum of six inches [6"] above the top of curbs and/or walls after earth settling unless otherwise noted on the landscape plan.
16. Conversion of all asphalt and gravel areas to landscape planting beds shall be done in the following manner: a. Remove all asphalt, gravel, and compacted earth to a depth of six inches to eighteen inches [6"-18"] depending on the depth of the sub base and dispose of off site []. b. Call the City for an inspection prior to backfilling []. c. Replace excavated material with good, medium-textured planting soil [] or light yellow clay loam [] to a minimum of two inches [2"] above the top of the curb and sidewalk []; add four inches to six inches [4"-6"] of topsoil and crown to a minimum of six inches [6"] above the adjacent curb and wall after earth settling, unless otherwise noted on the landscape plan. If conversion from asphalt to landscape occurs in or between an existing landscape area [], replace excavated material from four inches to six inches [4"-6"] below adjacent existing grade with good, medium-textured planting soil [] or light yellow clay loam [] and add four inches to six inches [4"-6"] of topsoil to meet existing grades after earth settling.

MATERIAL

1. Plants shall not be located within four feet [4'] of the property line.
2. Required landscape material shall satisfy the criteria of the *American Association of Nurserymen Standards for Nursery Stock* and be: a. Nursery grown []; b. State Department of Agriculture inspected []; c. No. 1 grade material with a straight, unscarred trunk []; and well-developed uniform crown []; part grade trees will not be accepted []; d. Staked, wrapped, watered, and mulched according to the details provided []; and e. Guaranteed for one [] year.
3. Topsoil shall be friable, fertile soil of clayloam character containing at least five percent [5%] but not more than twenty percent [20%] by weight of organic matter with a pH range between 6.0 and 7.0. The topsoil shall be free from clay lumps, coarse sand, plant roots, sticks [], and other foreign materials.
4. The seed mixture shall consist of the following types and proportions: Kentucky Blue Grass blend "Baron/Sheri/Adelphi" [] sixty percent [60%] []; Cheeping Fescue [] twenty-five percent [25%] []; Creeping Red Fescue [] ten percent [10%] []; and Perennial Rye Grass [] five percent [5%] []. Weed content shall not exceed one percent [1%] []. The mix shall be applied at a rate of 200 pounds per acre.
5. Sod shall be two [2] year old "Baron/Sheri/Adelphi" Kentucky Blue Grass blend grown in a sod nursery on loam soil.
 - 6. Callery Pear [Pyrus calleryana] and Norway Maple [Acer platanoides] shall not be substituted for any tree species in the plant list. Contact the Landscape Architect for acceptable plant substitutions.
7. Proposed perennials shall be full, well-rooted plants.

GENERAL

1. Do not plant deciduous or evergreen trees directly over utility lines or under overhead wires. Maintain a six foot [6'] distance from the centerline of utilities and twenty feet [20'] from the centerline of overhead wires for planting holes. Call MISS DIG forty-eight [48] hours prior to landscape construction for field location of utility lines.
2. The Contractor agrees to guarantee all plant material for a period of one [1] year. At that time, the Owner's representative reserves the right for a final inspection. Plant material with twenty-five percent [25%] die back [], as determined by the Owner's representative shall be replaced. This guarantee includes the furnishing of new plants, labor, and materials. These new plants shall also be guaranteed for a period of one [1] year.
3. The work shall consist of providing all necessary materials, labor, equipment, tools, and supervision required for the completion as indicated on the drawings.
4. All landscape areas be irrigated by an automatic underground irrigation system. Lawns and shrub landscape areas shall be watered by separate zones to minimize overwatering.
5. All written dimensions override scale dimensions on the plans.
 - 6. Report all changes, substitutions, or deletions to the Owner's representative.
7. All bidders must inspect the site and report any discrepancies to the Owner's representative.
8. All specifications are subject to change due to existing conditions.
9. The Owner's representative reserves the right to approve all plant material.
10. All ground mounted mechanical units shall be screened on three [3] sides with living plant material.

MAINTENANCE

1. The Owner of the landscaping shall perpetually maintain such landscaping in good condition so as to present a healthy, neat, and orderly appearance, free from refuse and debris.
2. The Owner shall conduct a seasonal landscape maintenance program including regular lawn cutting [] at least once per week [] during the growing season []; pruning at appropriate times, watering, and snow removal during winter.
3. The Contractor is responsible for watering and maintenance of all seed areas until a minimum of ninety percent [90%] coverage, as determined by the Owner's representative.
4. All diseased and/or dead material shall be removed within sixty [60] days following notification and shall be replaced within the next [] appropriate planting season or within one [1] year, whichever comes first.
5. Any debris such as lawn clippings, fallen leaves, fallen limbs, and litter shall be removed from the site on a weekly basis at the appropriate season.
 - 6. All planting beds shall be maintained by removing weeds, fertilizing, and replenishing mulch as needed.
7. Annual beds shall be kept free of weeds and mulched with sphagnum peat of a neutral pH as needed. Perennial beds shall be kept free of weeds and mulched with fine textured shredded bark [] as needed. Cut spent flower stalks from perennial plants at regular intervals.

DETENTION POND LANDSCAPE NOTES:

PLANTING:

1. Follow the Supplier's recommended procedures for bed preparation, installation, and soil erosion control measures of the proposed seeded areas. After the plants germinate and begin to grow follow the maintenance guidelines included below.
2. Rototill four inches [4"] of compost or topsoil into the top six inches [6"] of the surface of the detention pond. [Compost may be obtained from the municipal facility at Six Mile and Ridge Roads. Call Only Environmental at 248 305-8377 or 248 349-7230 for hours of operation and general information. []
3. Provide a cover crop of annual rye at a rate of ten pounds [10] per acre and seed oats at a rate of thirty pounds [30] per acre over the entire area to be seeded.
4. All plant material and planting applications shall meet all guidelines and specifications set forth by the *American Standard of Nursery Stock*.

MAINTENANCE OF THE DETENTION POND

1. ESTABLISHMENT: During the first growing season, the native seed areas should be mowed two [2] to four [4] times to a height of four inches to six inches [4"-6"] when the plants reach a height of ten inches to twelve inches [10"-12"] []. Hand pulling may be needed to control unwanted weed populations. If a mower cannot be set high enough, a string trimmer can be used. During the second growing season, the native seed areas should be mowed a few times to a height of about eight inches [8"] when the plants reach a height of ten inches to eighteen inches [10"-18"] []. Hand pulling may be needed to control unwanted weed populations. By the second growing season it should be apparent if some areas need reseeding. Long term management includes mowing and hand pulling of weeds. The native planting may be mowed to a short height and the clippings removed in the early Spring before birds begin nesting.
2. WATERING: Watering should be performed as needed. During the establishment period after the initial planting, watering is very important and should be conducted every two to three [2-3] days. The initial planting should be checked regularly for appropriate moisture availability. Two [2] methods for determining adequate moisture levels include the following: a. If the plants wilt during the day when the temperature is at its highest, but revive during the night, then watering is not necessary, and b. By testing the soil moisture at a depth of four inches [4"] by inserting a small rod into the soil. If the rod is wet, then the soil is moist at a depth of four inches [4"] and watering is not necessary.
3. EROSION CONTROL: Provide an erosion control blanket on the side slopes of the seeded areas of the detention pond. The erosion control blanket shall be pegged in place.
4. EDGING: The edge of the detention pond should be maintained to avoid grass growing into the storage area. The edge can be maintained with a V-notch cut edge. The channel should be maintained at four inches [4"] or greater and renewed every six to eight [6-8] weeks [].
5. CUTTING BACK: Tall wildflowers should be cut back by one-third. Early flowering plants can be cut back in late June or early July and late flowering plants in late October.
6. THINNING: After the detention pond has become established and thriving, it may be necessary to thin perennials by dividing individual plants in Spring or Fall.
 - 7. REMOVAL OF LITTER AND DEBRIS: Litter, trash, and debris should be removed on a regular basis to insure that inlets remain free flowing and to keep the area in a neat and attractive appearance.
7. INORGANIC APPLICATIONS: In general, detention ponds do not need fertilization as nutrients from surrounding areas is usually at an elevated level. If soil fertility appears to be an issue, the soil should be tested and appropriate actions taken based on the results. Insecticides, herbicides, fungicides, and rodenticides should not be used in the detention pond. If a plant is diseased or infested with insects, it should simply be removed and replaced.

SEED MIX COMPOSITIONS

WETLAND SEED MIX

MICHIGAN WILDFLOWER FARM

A composition of wildflowers, sedges, and grasses.

Application rate: 3 oz. per 1000 sq. ft. or 7 lbs. per acre

BOTANICAL NAME	COMMON NAME
Wildflowers	
<i>Asclepias incarnata</i>	Swamp Milkweed
<i>Aster novae-angliae</i>	New England Aster
<i>Aster puniceus</i>	Swamp Aster
<i>Aster umbellatus</i>	Flat-Top Aster
<i>Eupatorium maculatum</i>	Joe-Pye Weed
<i>Eupatorium perfoliatum</i>	Boneset
<i>Euthamia graminifolia</i>	Grassleaved Goldenrod
<i>Liatris spicata</i>	Marsh Blazing Star
<i>Pedicularis lanceolata</i>	Swamp Betony
<i>Rudbeckia subtomentosa</i>	Sweet Black-Eyed Susan
<i>Silphium perfoliatum</i>	Cupplant
<i>Silphium terebinthinaceum</i>	Prairie Dock
<i>Solidago patula</i>	Swamp Goldenrod
<i>Solidago rigida</i>	Ridell's Goldenrod
<i>Verbena hastata</i>	Blue Vervain
<i>Vernonia missurica</i>	Ironweed
<i>Veronicastrum virginicum</i>	Culver's Root
Sedges/Grasses	
<i>Andropogon gerardii</i>	Big Bluestem
<i>Carex crinita</i>	Fringed Sedge
<i>Carex stricta</i>	Tussock Sedge
<i>Scirpus cyperinus</i>	Wool Grass
<i>Scirpus atrovirens</i>	Bulrush



WETLAND SEED MIX

SEED MIX COMPOSITIONS

WILDLIFE HABITAT SEED MIX

MICHIGAN WILDFLOWER FARM

Twenty percent [20%] Forbs, Eighty percent [80%] Grass.

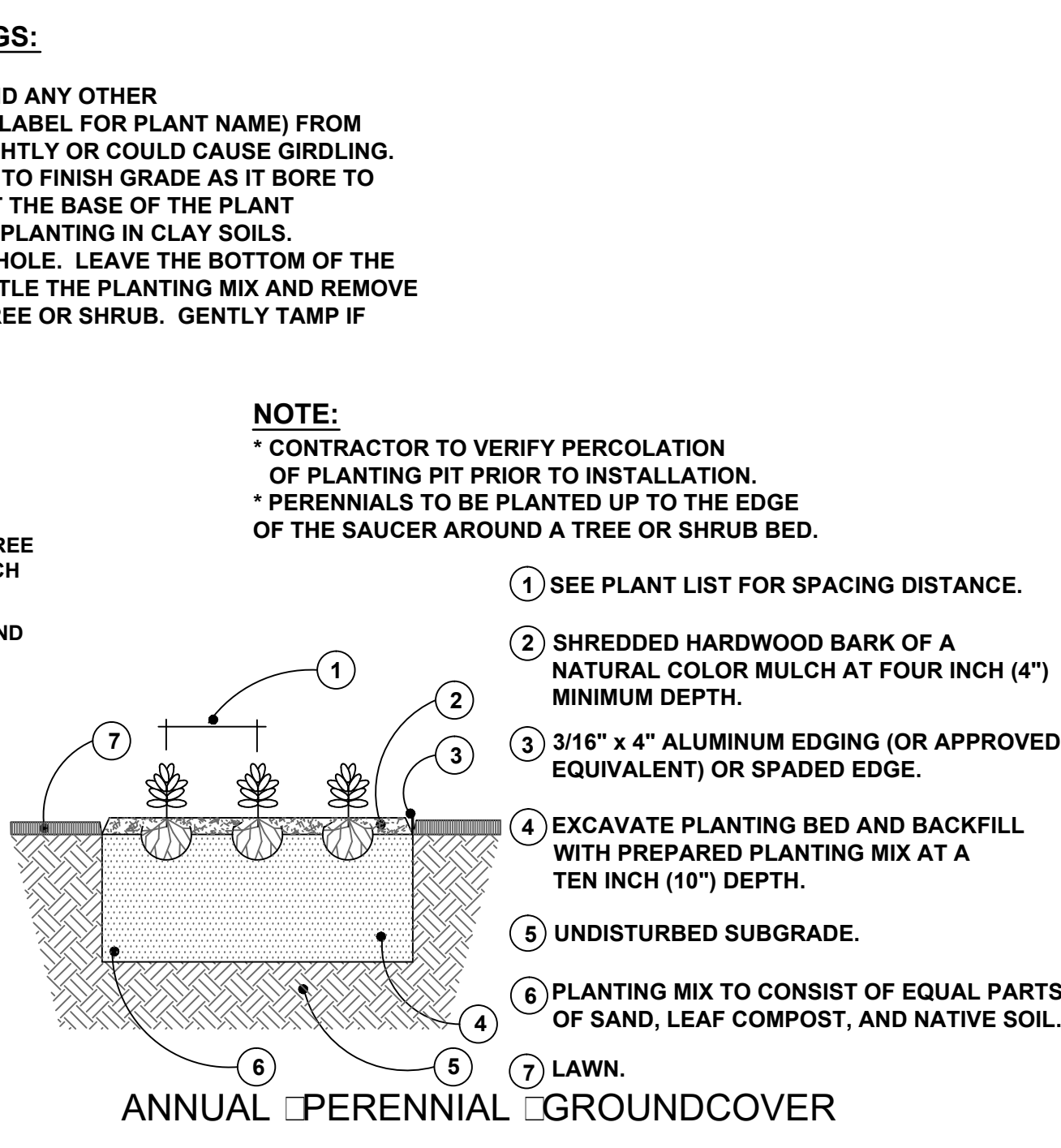
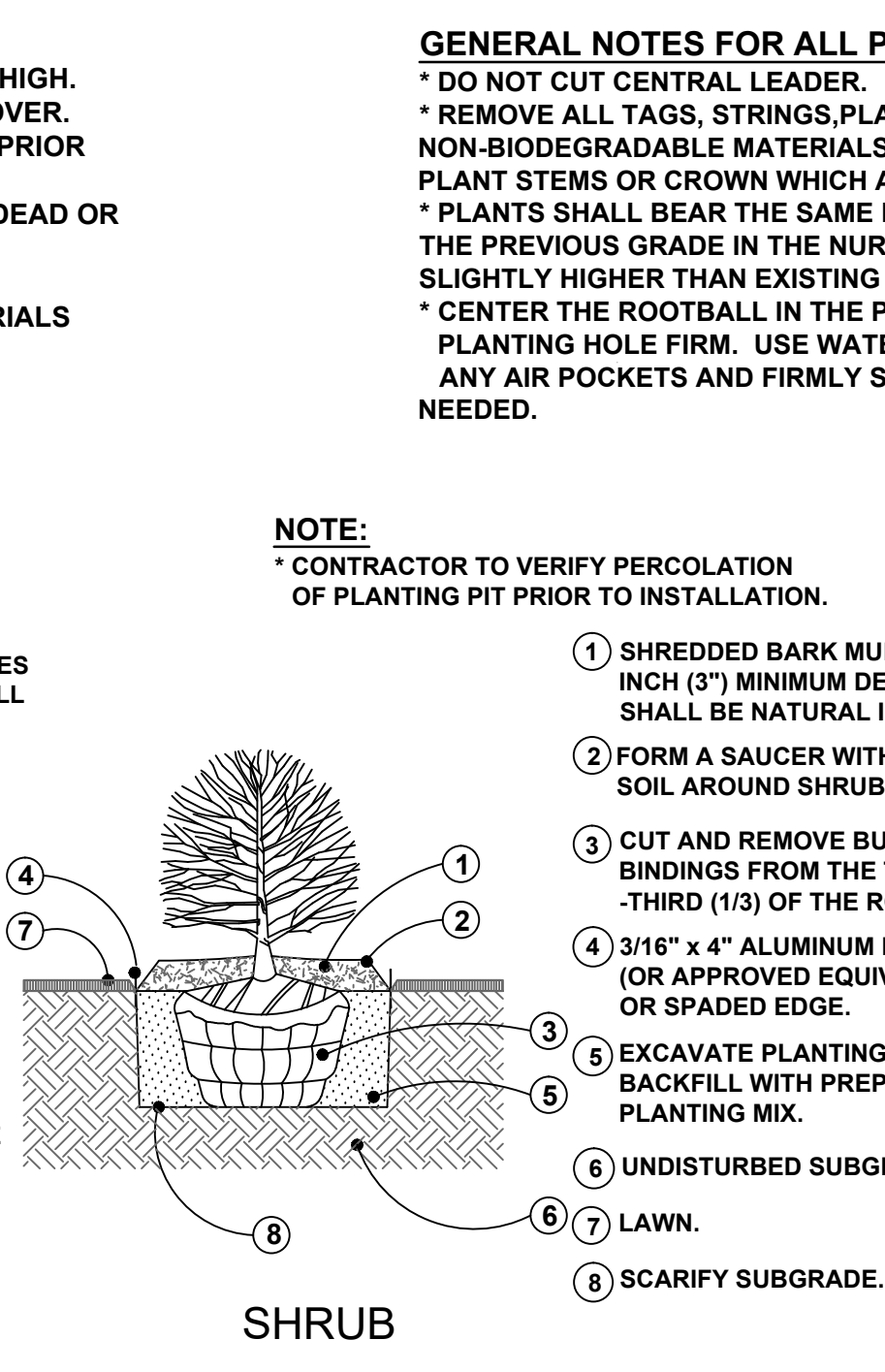
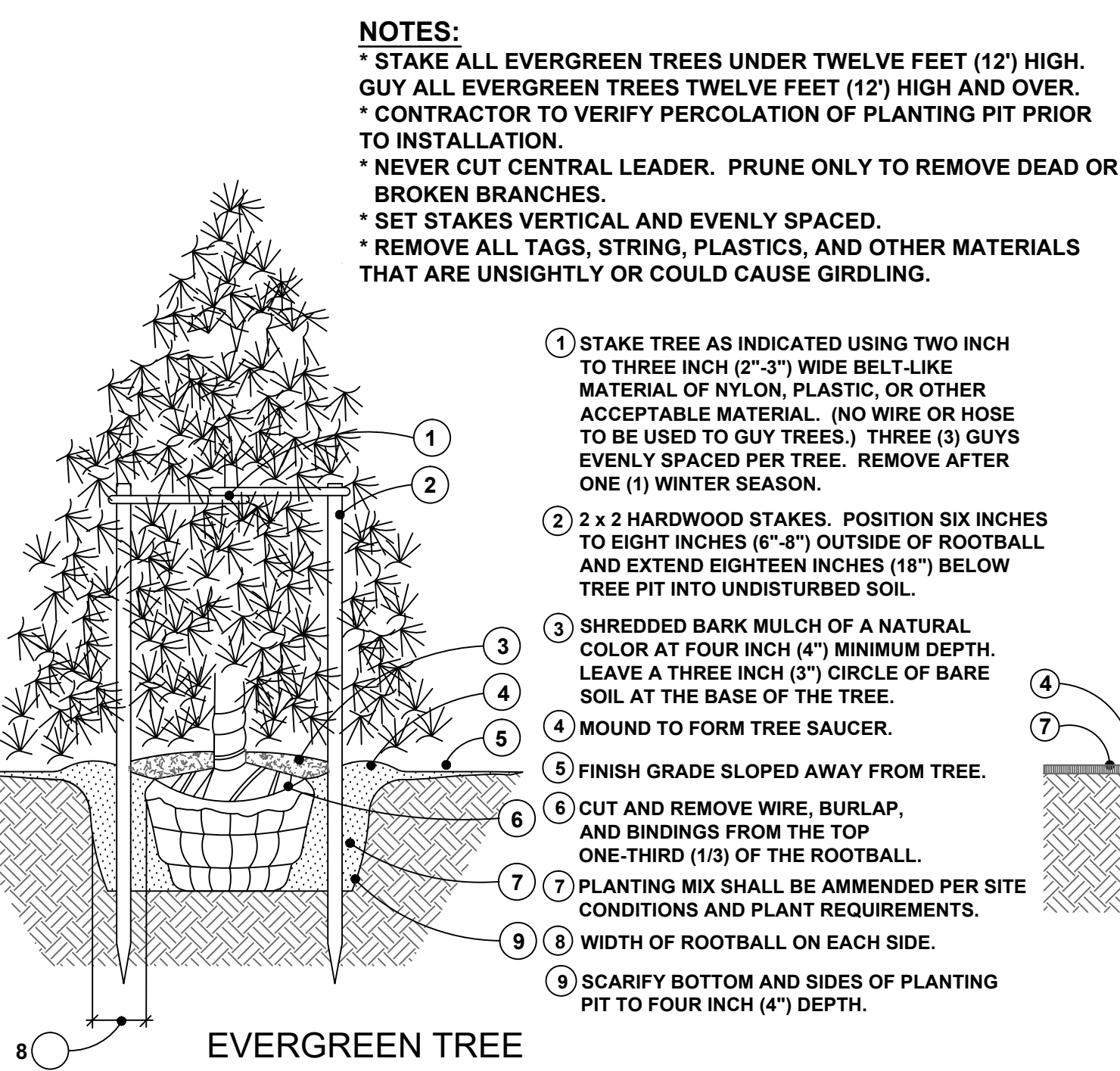
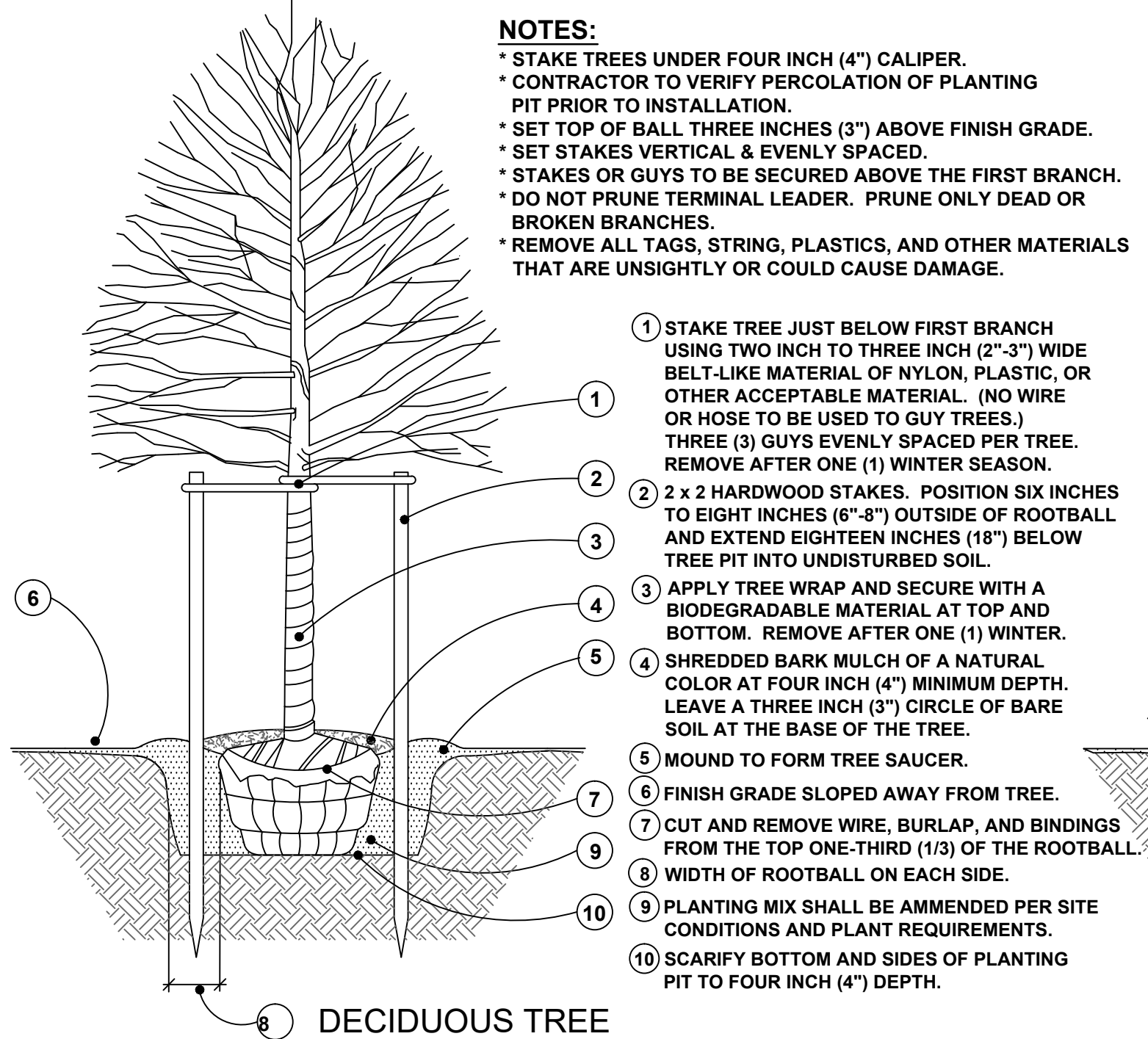
Application rate: 5 oz. per 1000 sq. ft. or ten pounds [10] per acre.

BOTANICAL NAME	COMMON NAME
Forbs	
<i>Achillea millefolium</i>	Yarrow
<i>Asclepias syriaca</i>	Common Milkweed
<i>Aster novae-angliae</i>	New England Aster
<i>Aster pilosus</i>	Hairy Aster
<i>Coreopsis lanceolata</i>	Sand Tickseed
<i>Echinacea purpurea</i>	Purple Coneflower
<i>Monarda fistulosa</i>	Wild Bergamot
<i>Oenothera biennis</i>	Common Evening Primrose
<i>Ratibida pinnata</i>	Yellow Coneflower
<i>Rudbeckia hirta</i>	Black-Eyed Susan
<i>Silphium integrifolium</i>	Rosin Weed
<i>Solidago rigida</i>	Stiff Goldenrod
Sedges/Grasses	
<i>Andropogon gerardii</i>	Big Bluestem
<i>Bouteloua curtipendula</i>	Side Oats Grama
<i>Schizachyrium scoparium</i>	Little Bluestem
<i>Sorghastrum nutans</i>	Indian Grass



WILDLIFE HABITAT SEED MIX

MICHIGAN WILDFLOWER FARM
11770 Cutler Road
Portland, Michigan 48875-9452
Phone: (517) 477-0101 Fax: (517) 477-0072



NOTE:

[] See Sheet LP-1: LANDSCAPE PLANTING PLAN for overall landscape planting plan, plant list, and calculations for landscape requirements.

date: July 20, 2023
revised:

scale: as indicated

LANDSCAPE PLAN FOR:
Angle Design &
Engineering, L.L.C.
22417 Cranbrooke Drive
Novi, Michigan 48375
(313) 258-2036

PROJECT LOCATION:
Proposed Residential
Development
30250 Morlock
Livonia, Michigan

LANDSCAPE PLAN BY:
Nagy Devlin Land Design
3173 West Chicago Ave.
Livonia, Michigan 48150
(734) 34-9208
R.L.A. State of Michigan [] 12 []



not to scale

LP - 2: LANDSCAPE NOTES & DETAILS

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

TODD J. ZILINCIK, P.E.
CITY ENGINEER

DAVID W. LEAR, P.E.
ASST. CITY ENGINEER



MAUREEN MILLER BROSNAN
MAYOR

DONALD R ROHRAFF
DIRECTOR OF PUBLIC WORKS

12973 FARMINGTON ROAD
LIVONIA, MICHIGAN 48150
(734) 466-2571
FAX: (734) 466-2195

July 31, 2023

Mr. Scott Miller
Planner IV
City of Livonia

Re: Petition 2023-07-08-06 – #30250 Morlock Avenue

Dear Mr. Miller:

In accordance with your request, the Engineering Division has reviewed the above referenced petition. We have no objections to the proposed project at this time, but would like to note the following items:

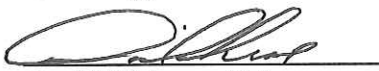
1. The subject parcel is assigned the address of **#30250 Morlock Avenue**. Once the plans have been submitted for permits, the Engineering Department will assign addresses to the individual units.
2. The legal descriptions included with the submitted drawings both close per surveying standards, but there are multiple discrepancies between the description shown on the title page and on the "Topographic and Boundary Survey" sheet. The Owner should provide one description that matches on all sheets.
3. The existing parcel is currently serviced by public sanitary sewer, water main and storm sewer. The submitted drawings indicate extensions of the existing utilities to service the proposed units, which we do not believe will impact the existing systems negatively.
4. The proposed development will be required to meet the Wayne County Stormwater Ordinance. Per the submitted drawings, stormwater detention is indicated, but we will need to do a thorough review of the plans once they are submitted for permitting.
5. Per the proposed layouts, all storm sewers, including detention basins, will be privately-owned. Sanitary sewer and water main will be public, located within dedicated easements on the site or in the existing right-of-way.
6. The submitted drawings do not show sidewalks along the front of the proposed condominiums, which are required with all new developments. The sidewalk should be

shown on the drawings unless waived by the City Council, and it should connect to the existing sidewalk at the north end of the development.

7. No construction or soil disturbance (including dumping of materials) should occur on the site until the owner obtains the appropriate permits. (Engineering Earthwork, SESC, etc.)
8. The Master Deed and Bylaws that were submitted on July 26th do not include the referenced Exhibit "B" drawings which show proposed easements, so we are not able to review those items at this time. Since those items are vital to the placement of site utilities, it is our position that this petition should not be approved until all of the pertinent information has been submitted for review.

Should you have any additional questions on this matter, please feel free to contact myself at (734) 466-2608 or the City Engineer, Mr. Todd Zilincik at (734) 466-2561. If you would prefer, you can e-mail either of us at dlear@livonia.gov or tzilincik@livonia.gov.

Sincerely,



David W. Lear, P.E.
Assistant City Engineer

cc: 2023 Petition File

DEPARTMENT OF PUBLIC SAFETY
LIVONIA FIRE & RESCUE

ROBERT JENNISON
FIRE CHIEF



MAUREEN MILLER BROSNAN
MAYOR

14910 FARMINGTON ROAD
LIVONIA, MICHIGAN 48154-5419
734-466-2444
734-466-2082 fax

DATE: August 1, 2023
TO: Scott O. Miller, Planner IV
FROM: Livonia Fire Prevention Division
SUBJECT: **Petition 2023-07-08-06 30250 Morlock**

This office has reviewed the site plan submitted in connection with a request to construct a commercial building & roadway on property located at the above referenced address.

We have no objections to this proposal with the following stipulations:

1. A fire access road shall be provided with not less than 20 feet of unobstructed width and have a minimum of 13 feet 6 inches of vertical clearance in accordance to 18.2.3.4.1.1 and 18.2.3.4.1.2 of NFPA 1, 2015.
2. Any curves or corner of streets shall accommodate emergency vehicles with a turning radius of fifty-three feet wall to wall and an inside turning radius of twenty-nine feet six inches.
3. Standard for residential cul-de-sacs is 50' with a minimum right-of-way radius of 60' to provide for sidewalks and utilities.

A further detailed plan review will take place when this division receives an official plan set.

Sincerely,

Brian Kukla

Brian Kukla
Fire Marshal

DEPARTMENT OF PUBLIC SAFETY
DIVISION OF POLICE

THOMAS GORALSKI
CHIEF OF POLICE



MAUREEN MILLER BROSAN
MAYOR

15050 Farmington Road
Livonia, Michigan 48154-5499
(734) 466-2470
FAX: (734) 261-2265

July 26th 2023

Mr. Scott Miller
City of Livonia Planning Dept
33000 Civic Center Drive
Livonia, MI 48154

Re: Petition 2023-07-08-06 - 30250 Morlock Avenue

Mr. Miller,

I have reviewed the plans in connection with the petition. I have no objections to the proposals.

Please feel free to contact me, should you have any questions.

Sincerely,

FOR THE CHIEF OF POLICE,

Paul Walters, Sergeant
Traffic Bureau
(734) 466-2107

INSPECTION DEPARTMENT

BUILDING
HEATING
PLUMBING
ELECTRICAL
ZONING
ENVIRONMENTAL PROTECTION
ORDINANCE ENFORCEMENT



MAUREEN MILLER BROSNAN
MAYOR

JEROME A. HANNA
DIRECTOR

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2580
FAX: (734) 466-2095

Date: August 1, 2023

To: Scott O. Miller

From: Jerome Hanna

RE: Petition 2023-07-08-06 – 30250 Morlock Avenue

Pursuant to your request, the above-referenced Petition has been reviewed.

This Department has no objections to this Petition.

I trust this provides the requested information.

Jerome Hanna

Jerome Hanna
Director of Inspection

DEPARTMENT OF FINANCE

Michael T. Slater
DIRECTOR OF FINANCE

Connie Kumpula
CHIEF ACCOUNTANT



MAUREEN MILLER BROSNAN
MAYOR

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2260
FAX: (734) 421-1807

August 3, 2023

Mr. Scott O. Miller
Planning Commission
33000 Civic Center Drive
Livonia, MI 48154

Petition 2023-07-08-06 - 30250 Morlock Avenue

Dear Mr. Miller,

I have reviewed the address connected with the above noted petition. As there are no outstanding amounts receivable (general or water and sewer), I have no objections to the proposal.

Please contact me if you have any further questions.

Very truly yours,

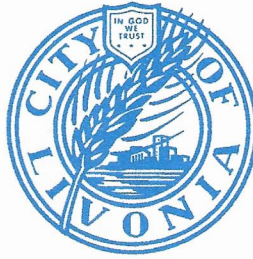
A handwritten signature in blue ink, appearing to read "Connie Kumpula", is written over the typed name.

Connie Kumpula
Chief Accountant

CK: jw

OFFICE OF THE TREASURER

LYNDA L. SCHEEL
CITY TREASURER



33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3060
(734) 466-2245
FAX: (734) 421-7230

July 25, 2023

Mr. Scott Miller – Planner IV
Planning Commission
City of Livonia

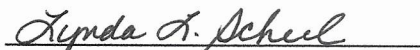
Re: Petition 2023-07-08-06

30250 Morlock Ave
Leo Soave Bldg. Inc.

Dear Mr. Miller,

In accordance with your request, the Treasurer's Office has reviewed the name and addresses connected with the above noted petition. At this time there are taxes due, but they are not delinquent, therefore I have no objections to the proposal.

Sincerely,


Lynda L. Scheel
Treasurer, City of Livonia

**OTHER ITEMS
RELATED TO THE
PETITION**

McDowell & Associates

Geotechnical, Environmental & Hydrogeological Services • Materials Testing & Inspection

21355 Hatcher Avenue, Ferndale, MI 48220
Phone: (248) 399-2066 • Fax: (248) 399-2157
www.mcdowasc.com

July 13, 2023

Leo Soave Building Company
37771 Seven Mile Road
Suite C
Livonia, Michigan 48152

Job No. 35193

Attention: Mr. Leo Soave

Subject: Test Pit Exploration
Proposed Sunset View Subdivision
Sunset Avenue
Livonia, Michigan

Dear Mr. Soave:

In accordance with the request of Mr. Aboud Atiyeh, McDowell & Associates witnessed the excavation of test pits at the subject project on July 5, 2023. The purpose of the test pits was to verify the subsurface soil and groundwater conditions.

Two (2) Test Pits, designated as TP-1 and TP-2, were performed at the subject property at the approximate locations shown on the Test Pit Location Plan which accompanies this letter. Soil descriptions, laboratory test results and groundwater observations can be found on the accompanying Test Pit Log Reports.

If you have any questions or if we can be of any further service, please do not hesitate to call.

Very truly yours,

McDOWELL & ASSOCIATES


Ihsan Aljawaheri, P.E.
Staff Engineer

IA/jb

Mid-Michigan Office

3730 James Savage Road, Midland, MI 48642
Phone: (989) 496-3610 • Fax: (989) 496-3190

TEST PIT LOG REPORT

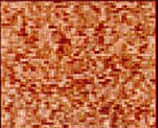
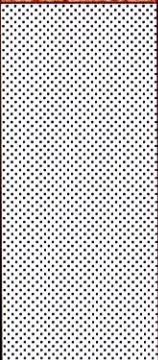
PROJECT: Proposed Sunset View Subdivision
REPORT NO.: _____

LOCATION: Livonia, Michigan
OUR JOB NO.: 35193
CLIENT: Leo Soave Building Company
CLIENT'S JOB NO.: _____

WEATHER: Sunny
TEMPERATURE RANGE: _____ °F

DATE: 7/5/2023
TIME: _____

TEST PIT NO.: TP-1

DEPTH (in.)	SOIL	DEPTH (in.)	SOIL DESCRIPTION	HOUSEL BLOWS/6"
0'6"		1'5"	Moist dark brown sandy TOPSOIL	
1'0"				
1'6"				
2'0"				
2'6"				
3'0"		5'6"	Moist brown silty fine to medium SAND with traces of gravel and clay (Permeability = 7.7×10^{-4} cm/sec)	
3'6"				
4'0"				
4'6"				
5'0"				
5'6"				
6'0"				
6'6"				
7'0"				
7'6"				
8'0"		9'0"	Moist gray silty SAND with moist to wet gray silt lenses	
8'6"				
9'0"				
9'6"				
10'0"				

Seepage water encountered at 7'4".

TEST PIT LOG REPORT

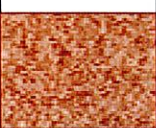
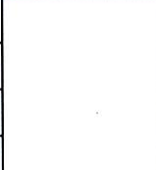
PROJECT: Proposed Sunset View Subdivision
REPORT NO.: _____

LOCATION: Livonia, Michigan
OUR JOB NO.: 35193
CLIENT: Leo Soave Building Company
CLIENT'S JOB NO.: _____

WEATHER: Sunny
TEMPERATURE RANGE: _____ °F

DATE: 7/5/2022
TIME: _____

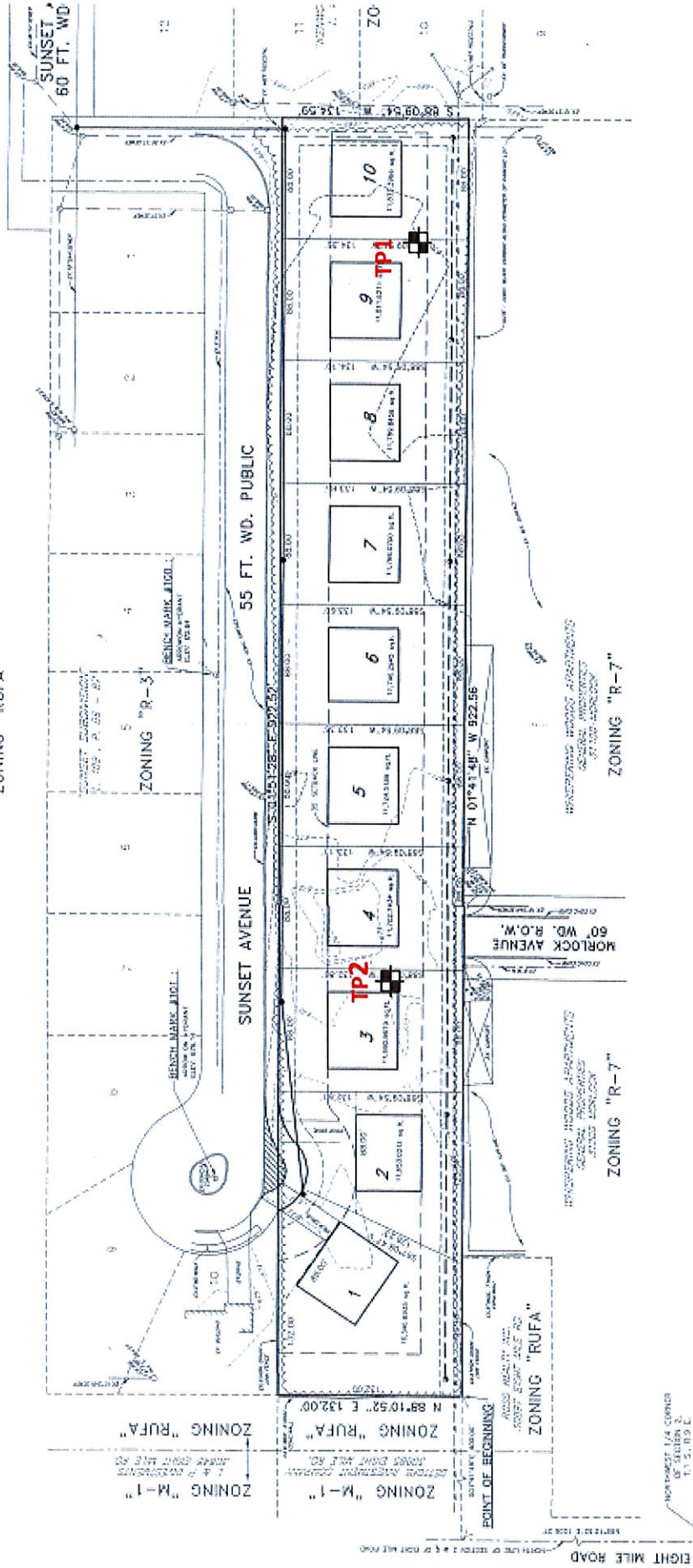
TEST PIT NO.: TP-2

DEPTH (in.)	SOIL	DEPTH (in.)	SOIL DESCRIPTION	HOUSEL BLOWS/6"
0'6"		1'3"	Moist dark brown sandy TOPSOIL	
1'0"				
1'6"				
2'0"		6'0"	Moist brown silty fine to medium SAND with gray silt lenses (Permeability = 8.2×10^{-4} cm/sec)	
2'6"				
3'0"				
3'6"				
4'0"				
4'6"				
5'0"				
5'6"				
6'0"				
6'6"				
7'0"				
7'6"				
8'0"		8'0"	Moist to wet brown to gray silty SAND with gray silt lenses	
8'6"				
9'0"				
9'6"				
10'0"				

Seepage water encountered at 7' and 8'.



ZONING "RUFA"



Note: Base drawing prepared by others.

LEGEND

Test Pit Locations, 1 and 2:
Witnessed by McDowell & Associates



McDowell & Associates
21355 Hatcher Avenue
Ferndale, Michigan 48220
Phone: (248) 399-2066
Fax: (248) 399-2157

Test Pit Location Plan

Job No. 35193

MASTER DEED OF SUNSET CONDOMINIUM
(Pursuant to the Condominium Act, PA 59 of 1978 as amended;
MCL 559.101 et seq.)

Wayne County Condominium Subdivision Plan No. _____ containing:

1. Master Deed establishing Sunset Condominium;
2. Exhibit A to Master Deed: Condominium Bylaws; and
3. Exhibit B to Master Deed: Condominium Subdivision Plan.

The above-mentioned exhibits are incorporated into and made a part of this Master Deed.

This document is exempt from transfer tax under MCL 207.505(a) and MCL 207.526(t).

This document is drafted by and after recording return to:

Crosswinds Court Subdivision, Inc.
Leo Soave
37771 Seven Mile Road, Suite C
Livonia, Michigan 48152

TABLE OF CONTENTS

SECTION 1. ESTABLISHMENT OF CONDOMINIUM

- 1.1 Project
- 1.2 Establishment of Condominium
- 1.3 Project Description
- 1.4 Co-Owner Rights

SECTION 2. LEGAL DESCRIPTION OF THE PROPERTY

2.1 Condominium Property

2.2 Beneficial Easements

SECTION 3. DEFINITIONS

3.1 Definitions

3.2 Applicability

SECTION 4. COMMON ELEMENTS

4.1 General Common Elements

4.2 Limited Common Elements

4.3 Maintenance Responsibilities

4.4 Assignment of Limited Common Elements

4.5 Power of Attorney

4.6 Separability

SECTION 5. UNITS

5.1 Description of Units

5.2 Percentage of Value

5.3 Unit Modification

SECTION 6. NONEXPANDABILITY OF CONDOMINIUM

SECTION 7. CONTRACTABILITY OF CONDOMINIUM

7.1 Withdrawal of Land

7.2 Contraction Not Mandatory

7.3 Amendments to Master Deed

7.4 Additional Provisions

SECTION 8. CONVERTIBLE AREAS

SECTION 9. EASEMENTS

9.1 Easements for Maintenance and Repair

9.2 Easements Reserved by Developer

SECTION 10. AMENDMENT, TERMINATION, AND WITHDRAWAL

10.1 Preconveyance Amendments

10.2 Postconveyance Amendments

10.3 Project Termination

10.4 Withdrawal of Property

SECTION 11. ASSIGNMENT OF DEVELOPER RIGHTS

Exhibit A—Condominium Bylaws of Sunset Condominium

Exhibit B—Condominium Subdivision Plan for Sunset Condominium

MASTER DEED of SUNSET CONDOMINIUM

This Master Deed is signed and delivered on July 26, 2023, by CROSSWINDS COURT SUBDIVISION, INC, a Michigan corporation, 37771 Seven Mile Road, Suite C, Livonia, Michigan 48152 (Developer), on the terms and conditions set forth below.

Section 1. ESTABLISHMENT OF CONDOMINIUM

1.1 Project. Developer is engaged in the development of an 11 Unit site condominium project known as Sunset Condominium (the Project), in the City of Livonia, Wayne County, Michigan, on a parcel of land as described in Section 2 below.

1.2 Establishment of Condominium. Developer desires, by recording this Master Deed together with the Condominium Bylaws attached as Exhibit A and the Condominium Subdivision Plan attached as Exhibit B to establish the real property described in Section 2 below (the Property), together with the improvements located and to be located on the Property, as a condominium project (the Condominium) under the provisions of the Michigan Condominium Act (the Act). Developer declares that on the recording of this Master Deed, the Condominium shall be a Project under the Act and shall be held, conveyed, encumbered, leased, rented, occupied, improved, or in any other manner used subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations in this Master Deed, all of which shall be deemed to run with the land and to be a burden on and a benefit to Developer; its successors and

assigns; any persons who may acquire or own an interest in the Condominium; and their grantees, successors, heirs, personal representatives, administrators, and assigns.

1.3 Project Description. The Project is a residential site condominium. The Condominium units that may be developed in the Project, including the number, boundaries, dimensions, and area of each unit (Unit), are shown on the Condominium Subdivision Plan set forth in Exhibit B hereof. Each of the Units is capable of individual use by reason of having its own entrance from and exit to a public road.

1.4 Owner Rights. Each owner of a Unit (Owner) in the Project shall have an exclusive property right to Owner's Unit and to the limited common elements that are appurtenant to Owner's Unit and shall have an undivided right to share with other Owners in the ownership and use of the general common elements of the Project as described in this Master Deed.

Section 2. LEGAL DESCRIPTION OF THE PROPERTY

2.1 Condominium Property. The land that is being submitted to Condominium ownership in accordance with the provisions of the Act is legally described as follows:

Legal Description (Parcel ID 07-317-002-13)

PART OF THE NORTHWEST 1/4 OF SECTION 2, T.1S., R.9E., CITY OF LIVONIA, WAYNE COUNTY MICHIGAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST 1/4 CORNER OF SECTION 2, T.1S., R.9E., CITY OF LIVONIA, THENCE ALONG THE NORTH LINE OF SAID SECTION 2 AND CENTERLINE OF EIGHT MILE ROAD, N. 88°10'52" E., 1006.37'; THENCE S. 01°41'48" E., 400.00' TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE N. 88°10'52" E., TO THE NORTHWEST CORNER OF SUNSET SUBDIVISION RECORDED IN LIBER 109 PGS. 86-87, WAYNE COUNTY RECORDS, 132.00'; THENCE ALONG THE WEST LINE OF SAID SUNSET SUBDIVISION, S.01°51'28"E., TO A POINT THE NORTH LINE OF KENWOOD ESTATES SUB, RECORDED IN LIBER 113, PAGES 15-16 WAYNE COUNTY RECORDS, 922.52'; THENCE ALONG THE NORTH LINE OF SAID KENWOOD ESTATES SUB, S.88°09'54" W., 134.59'; THENCE N. 01°41'48", 922.56' TO THE POINT OF BEGINNING CONTAINING 2.82 ACRES SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

2.2 Beneficial Easements. Easements are created and conveyed in this Master Deed to and for the benefit of the Project and the Units located in the Project, and the Project and the Units located in the Project are benefited and burdened by the ingress, egress, utility, and other easements described or shown on Exhibit B.

Section 3. DEFINITIONS

3.1 Definitions. Certain terms used in this Master Deed are defined terms and have the meaning given them in the text where they are defined, and the same meaning shall be ascribed to the term in various other instruments with regard to the Project such as, by way of example and not limitation, the Articles of Incorporation, Association Bylaws, and Rules and Regulations of Sunset Condominium Association, a Michigan nonprofit corporation, and various deeds, mortgages, land contracts, easements, and other instruments affecting the establishment or transfer of interests in the Project. As used in documents regarding the Project, unless the context otherwise requires:

- a. *Act* or *Condominium Act* means the Michigan Condominium Act, PA 59 of 1978; MCL 559.101 et seq.
- b. *Association* or *Association of Owners* means Sunset Condominium Association, the Michigan nonprofit corporation of which all Owners shall be members, which shall administer, operate, manage, and maintain the Project.
- c. *Association Bylaws* means the corporate bylaws of the Association organized to manage, maintain, and administer the Project.
- d. *Common Elements* means the portions of the Project other than the Condominium Units, including all general and limited common elements described in Section 4 of this Master Deed.
- e. *Condominium Bylaws* means Exhibit A to this Master Deed, which are the bylaws that describe the substantive rights and obligations of the Owners.
- f. *Condominium Documents* means this Master Deed with its Exhibits, the Articles of Incorporation and Bylaws of the Association, the Rules and Regulations adopted by the board of directors of the Association, and any other document that affects the rights and obligations of an Owner in the Condominium.
- g. *Condominium Property* or *Property* means the land referenced in Section 2, as that may be amended, together with all structures, improvements, easements, rights, and appurtenances on or belonging to the Condominium Property.
- h. *Condominium Subdivision Plan* or *Subdivision Plan* means Exhibit B to this Master Deed, which are the survey and other drawings depicting the real property and improvements to be included in the Project.
- i. *Condominium Unit* or *Unit* means the portion of the Project that is designed and intended for separate ownership and use, as described in this Master Deed.
- j. *Owner* means the person, firm, corporation, partnership, association, trust, other legal entity, or combination of entities that owns a Condominium Unit in the Project, including both the vendees and vendors of any land contract of purchase.

k. *Developer* means Crosswinds Court Subdivision, Inc., a Michigan corporation, which has signed, delivered, and recorded this Master Deed, and its successors and assigns.

l. *Development and Sales Period* means the period continuing for as long as Developer or its successors continue to own and offer for sale any Unit in the Project, excepting any Unit that was previously conveyed by Developer and then repurchased by Developer.

m. *General Common Elements* means the Common Elements described in Section 4.1, which are for the use and enjoyment of all Owners in the Project.

n. *Limited Common Elements* means the Common Elements described in Section 4.2, which are reserved for the exclusive use of the Owners of a specified Unit or Units.

o. *Master Deed* means this document, together with the exhibits attached to it and all amendments that may be adopted in the future, by which the Project is being submitted to condominium ownership.

p. *Percentage of Value* means the percentage assigned to each Unit by this Master Deed, which is determinative of the value of an Owner's vote at meetings of the Association and the proportionate share of each Owner in the Common Elements of the Project.

q. *Project* or *Condominium* means Sunset Condominium, a residential site condominium development of Eleven (11) Units established under the provisions of the Act.

r. *Transitional Control Date* means the date on which a board of directors for the Association takes office pursuant to an election in which the votes that may be cast by eligible Owners unaffiliated with Developer exceed the votes that Developer may cast.

3.2 Applicability. Whenever any reference is made to one gender, it will be assumed to include both genders where the reference is appropriate; similarly, whenever a reference is made to the singular, it will be assumed to include the plural where the reference is appropriate.

Section 4. COMMON ELEMENTS

4.1 General Common Elements. The General Common Elements are the following:

a. **Real Estate.** The Property referenced in Section 2 of this Master Deed (except for that portion of the Property described in Section 5.1 constituting a part of a Unit and any portion of the Property designated in Exhibit B as a Limited Common Element),

including easement interests appurtenant to the Condominium, including but not limited to easements for ingress, egress, and utility installation over, across, and through non-Condominium property or individual Units in the Project;

b. **Improvements.** The non-public roadways; the common sidewalks (if any); and the lawns, trees, shrubs, and other improvements not located within the boundaries of a Unit (all structures and improvements located within the boundaries of a Unit shall be owned in their entirety by the Owner of the Unit within which they are located and shall not, unless expressly provided in the Condominium Documents, constitute Common Elements);

c. **Electrical.** The electrical transmission system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit's boundaries;

d. **Gas.** The natural gas line network and distribution system throughout the Project, up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

e. **Water.** The underground sprinkling system for the Common Elements, if any, and the water distribution system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

f. **Sanitary Sewer.** The sanitary sewer system throughout the Project, up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

g. **Storm Drainage.** The storm drainage and water retention system throughout the Project;

h. **Telephone.** The telephone wiring system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

i. **Telecommunications.** The cable television and other telecommunications systems installed throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

j. **Project Entrance Improvements.** Any entry signage and other improvements located at or near the entrance to the Project;

k. **Delivery Boxes.** The mail and delivery boxes that are to be located on the General Common Elements to serve and be utilized by the Unit Owners; and

1. Miscellaneous Common Elements. All other Common Elements of the Project not designated as Limited Common Elements and not enclosed within the boundaries of a Condominium Unit, which are intended for common use or are necessary to the existence, upkeep, or safety of the Project.

Some or all of the utility lines, equipment, and systems (including mains and service leads) and the telecommunications systems described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility or telecommunication lines, equipment, and systems shall be General Common Elements only to the extent of the Owners' interest in them, and Developer makes no warranty with respect to the nature or extent of that interest.

4.2 Limited Common Elements. The Limited Common Elements are

a. Utility Service Lines. The pipes, ducts, wiring and conduits supplying service to or from a Unit for electricity, gas, water, sewage, telephone, television and other utility or telecommunication services, up to and including the point of lateral connection with a General Common Element of the Project or utility line or system owned by the local public authority or company providing the service;

b. Subterranean Land. The subterranean land located within Unit boundaries, from and below a depth of 20 feet as shown on Exhibit B, including all utility and supporting lines located on or beneath that land;

c. Subsurface Improvements. The portion of any footing or foundation extending more than 20 feet below surrounding grade level;

d. Yard Areas. The portion of any yard area designated as a Limited Common Element on the Condominium Subdivision Plan in Exhibit B, which is limited in use to the Unit of which it is a part;

e. Driveways and Walkways. The portion of any driveway and walkway, if any, exclusively serving the residence constructed within a Unit, located between the Unit and the paved roadway; and

f. Miscellaneous. Any other improvement designated as a Limited Common Element appurtenant to a particular Unit or Units in the Subdivision Plan or in any future amendment to the Master Deed made by Developer or the Association.

If no specific assignment of one or more of the Limited Common Elements described in this section has been made in the Subdivision Plan, Developer (during the Development and Sales Period) and the Association (after the Development and Sales Period has expired) reserve the right to designate each such space or improvement as a Limited Common Element appurtenant to a particular Unit or Units by subsequent amendment to this Master Deed.

4.3 Maintenance Responsibilities. Responsibility for the cleaning, decoration, maintenance, repair, and replacement of the Common Elements will be as follows:

a. **Limited Common Elements.** Each Owner shall be individually responsible for the routine cleaning, snow removal, maintenance, repair, and replacement of all Limited Common Elements appurtenant to the Owner's Unit.

b. **Unit Improvements and Other Owner Responsibilities.** Unless otherwise stated in this Master Deed, Unit Owners shall be responsible for the maintenance, repair, and replacement of all structures and improvements and the maintenance and mowing of all yard areas situated within the boundaries of a Unit. Unit Owners shall also be responsible for snow removal of that portion of the General Common Element sidewalk (if any) crossing the Unit. If an Owner elects, with the prior written consent of the Association, to construct or install any improvements within a Unit or on the Common Elements that increase the costs of maintenance, repair, or replacement for which the Association is responsible, those increased costs or expenses may, at the option of the Association, be specially assessed against the Unit.

c. **Association Oversight.** The exterior appearance of all structures, improvements, and yard areas (to the extent visible from any other Unit or from a Common Element) shall be subject at all times to the approval of the Association and to any reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations. The Association may not disapprove the appearance of an improvement so long as it is maintained as constructed by Developer or constructed with Developer's approval.

d. **Other Common Elements.** The cost of cleaning, decoration, maintenance, repair, replacement, and snow removal of all Common Elements, open spaces, appurtenant structures, other than that described above, shall be the responsibility of the Association, except for the repair or replacement of a Common Element due to an act or the neglect of an Owner or an Owner's agent, invitee, family member, or pet.

e. **Maintenance by the Association.** If an Owner fails, as required by this Master Deed, the By-laws, or any rules or regulations promulgated by the Association, to properly and adequately decorate, repair, replace, or otherwise maintain the Owner's Unit, any structure or improvement located within the Unit, or any appurtenant Limited Common Element, the Association (or Developer during the Development and Sales Period) shall have the right, but not the obligation, to undertake periodic exterior maintenance functions with respect to improvements constructed or installed within any Unit boundary as it deems appropriate (including, without limitation, painting or other decoration, lawn mowing, snow removal, tree trimming, and replacement of shrubbery and other plantings). The Association (or Developer) will in no event be obligated to repair or maintain any such Common Element or improvement. Failure of the Association (or Developer) to take any such action shall not be deemed a waiver of the Association's (or Developer's) right to take any such action at a future date.

f. Assessment of Costs. All costs incurred by the Association or Developer in performing any maintenance functions that are the primary responsibility of an Owner shall be charged to the affected Owner or Owners on a reasonably uniform basis and collected in accordance with the assessment procedures established by the Condominium Bylaws. A lien for nonpayment shall attach to Owner's Unit for any such charges, as with regular assessments, and may be enforced by the use of all means available to the Association under the Condominium Documents or by law for the collection of assessments, including, without limitation, legal action, foreclosure of the lien securing payment, and the imposition of fines.

4.4 Assignment of Limited Common Elements. A Limited Common Element may be assigned or reassigned by written application to the board of directors of the Association by all Owners whose interest will be affected by the assignment. On receipt and approval of an application, the board shall promptly prepare and execute an amendment to this Master Deed assigning or reassigning all rights and obligations with respect to the Limited Common Elements involved and shall deliver the amendment to the Owners of the Units affected on payment by them of all reasonable costs for the preparation and recording of the amendment.

4.5 Power of Attorney. By acceptance of a deed, mortgage, land contract, or other document of conveyance or encumbrance, all Owners, mortgagees, and other interested parties are deemed to have appointed Developer (during the Development and Sales Period) or the Association (after the Development and Sales Period has expired) as their agent and attorney to act in connection with all matters concerning the Common Elements and their respective interests in the Common Elements. Without limiting the generality of this appointment, Developer or the Association will have full power and authority to grant easements over, to sever or lease mineral interests in, and to convey title to the land or improvements constituting the General Common Elements or any part of them; to dedicate as public streets any parts of the General Common Elements; to amend the Condominium Documents to assign or reassign the Limited Common Elements; and in general to sign and deliver all documents and to do all things necessary or convenient to exercise such powers.

4.6 Separability. Except as provided in this Master Deed, Condominium Units shall not be separable from their appurtenant Common Elements, and neither shall be used in any manner inconsistent with the purposes of the Project or in any other way that might interfere with or impair the rights of other Owners in the use and enjoyment of their Units or their appurtenant Common Elements.

Section 5. UNITS

5.1 Description of Units. The Condominium consists of 11 Units numbered 1 through 11 inclusive. A complete description of each Unit in the Project, with elevations referenced to an official benchmark of the U.S. Geological Survey sufficient to accurately relocate the space enclosed by the description without reference to any structure, is contained in

the Subdivision Plan as surveyed by the Project's consulting engineers and surveyors. Each Unit shall include all the space within the Unit boundaries and above to a depth of 20 feet below and a height of 50 feet above the surface as shown on Exhibit B, together with all appurtenances to the Unit.

5.2 Percentage of Value. The total percentage value of the Project is 100, and the Percentage of Value assigned to each of the Condominium Units in the Project shall be equal to every other Unit. The determination that Percentages of Value for all Units should be equal was made after reviewing the comparative characteristics of each Unit, including those that may affect maintenance costs, and concluding that the Units should each have an equal Percentage of Value. The Percentage of Value assigned to each Unit shall be changed only in the manner permitted by section 10, expressed in an Amendment to this Master Deed and recorded in the register of deeds office in the county where the Project is located.

5.3 Unit Modification. The number, size, style, boundary, or location of a Unit or of any Limited Common Element appurtenant to a Unit may be modified from time to time by Developer or its successors without the consent of any Owner, mortgagee (except as provided in the Act), or other interested person, so long as the modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy, or other significant attribute of any Unit that adjoins or is proximate to the modified Unit or Limited Common Element. However, no Unit that has been sold or is subject to a binding Purchase Agreement shall be modified without the consent of the Owner or Purchaser and the mortgagee of the Unit. Developer may also, in connection with any modification, readjust Percentages of Value for all Units in a manner that gives reasonable recognition to the changes based on the method of original determination of Percentages of Value for the Project. All Owners, mortgagees of Units, and other persons interested or to become interested in the Project from time to time shall be deemed to have granted a Power of Attorney to Developer and its successors for any purpose that is similar in nature and effect to that described in Section 4.5 of this Master Deed.

Section 6. EXPANDABILITY OF THE CONDOMINIUM

The Condominium is not an expandable project under the Michigan Condominium Act.

Section 7. CONTRACTIBILITY OF CONDOMINIUM

7.1 Withdrawal of Land. The number of Units in the Project may, at Developer's option, from time to time within a period ending not later than six years after the recording of this Master Deed be decreased by the withdrawal of all or any portion of the lands described in Section 2.1. However, no Unit that has been sold or is the subject of a binding Purchase Agreement may be withdrawn without the consent of the Owner or purchaser and the mortgagee of the Unit. Developer may also, in connection with any contraction, readjust the Percentages of Value for Units in the Project in a manner that gives reasonable recognition to the number of remaining Units, based on the method of original determination of the Percentages of Value. Other than as provided in this Section

7, there are no restrictions or limitations on Developer's right to withdraw lands from the Project or on the portion or portions of land that may be withdrawn, the time or order of the withdrawals, or the number of Units or Common Elements that may be withdrawn. However, the lands remaining shall not be reduced to less than that necessary to accommodate the remaining Units in the Project with reasonable access and utility service to the Units.

7.2 Contraction Not Mandatory. There is no obligation on the part of Developer to contract the Project, nor is there any obligation to withdraw portions of the Project in any particular order or to construct particular improvements on any withdrawn lands. Developer may, in its discretion, establish all or a portion of the lands withdrawn from the Project as a separate condominium project (or projects) or as any other form of development. Any development on the withdrawn lands will not be detrimental to the adjoining condominium project.

7.3 Amendments to the Master Deed. A withdrawal of lands from this Project by Developer will be given effect by appropriate amendments to the Master Deed, which will not require the consent or approval of any Owner, mortgagee, or other interested person. Amendments will be prepared by and at the sole discretion of Developer and may adjust the Percentages of Value assigned by Section 5.2 to preserve a total value of 100 percent for the entire Project resulting from any amendment.

7.4 Additional Provisions. Any amendments to the Master Deed made by Developer to contract the Condominium may also contain provisions as Developer determines are necessary or desirable (i) to create easements burdening or benefiting portions or all of the parcel or parcels being withdrawn from the Project and (ii) to create or change restrictions or other terms and provisions, including designations and definition of Common Elements, affecting the parcel or parcels being withdrawn from the Project or affecting the balance of the Project, as reasonably necessary in Developer's judgment to preserve or enhance the value or desirability of the parcel or parcels being withdrawn from the Project.

Section 8. CONVERTIBLE AREAS

The Condominium does not have any convertible areas.

Section 9. EASEMENTS

9.1 Easements for Maintenance and Repair. If any portion of a Unit or Common Element encroaches on another Unit or Common Element due to the shifting, settling, or moving of a building or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of the encroachment for so long as the encroachment exists and for the maintenance of the encroachment after rebuilding in the event of destruction. There shall also be permanent easements in favor of the Association (or Developer during the Development and Sale Period) for the maintenance and repair of Common Elements for which the Association (or Developer) may from time to time be

responsible or for which it may elect to assume responsibility, and there shall be easements to, through, and over those portions of the land (including the Units) as may be reasonable for the installation, maintenance, and repair of all utility services furnished to the Project. Public utilities shall have access to the Common Elements and to the Units at reasonable times for the installation, repair, or maintenance of those services; and any costs incurred in the opening or repairing of any Common Element or other improvement to install, repair, or maintain common utility services to the Project shall be an expense of administration assessed against all Owners in accordance with the Condominium Bylaws.

- a. **Landscape Easement.** Throughout the Condominium Project exists a 12' landscape easement in favor of the Association for the preservation of landscape barrier between the Project and adjacent property owners.
- b. **Ingress/Egress Easement.** The roadways that service the Condominium Project are private at the time of recording this Master Deed and an easement for ingress and egress exists to provide access to and from a public roadway. This nonexclusive easement is for the benefit of the Condominium Project and in favor of the public.

9.2 Easements Reserved by Developer. Developer reserves nonexclusive easements for the benefit of itself and its successors and assigns, which may be used at any time or times,

- a. to use, improve, or extend all roadways, drives, and walkways in the Project for the purpose of ingress and egress to and from any Unit or real property owned by it and to and from all or any portion of the land described in Section 6 and
- b. to use, tap, tie into, extend, or enlarge all utility lines and mains, public and private, located on the land described in Section 2

for the benefit of real property in which Developer owns an interest that adjoins the Project. The easements described in this section are subject to payment by the owners of the benefited property of a reasonable share of the cost of maintenance and repair of the improvements constructed on the easements.

Section 10. AMENDMENT, TERMINATION, AND WITHDRAWAL

10.1 Preconveyance Amendments. If there is no Owner other than Developer, Developer may unilaterally amend the Condominium Documents or, with the consent of any interested mortgagee, unilaterally terminate the Project. All documents reflecting an amendment to the Master Deed or the Condominium Bylaws or a termination of the Project shall be recorded in the register of deeds office in the county where the Project is located.

10.2 Postconveyance Amendments. If there is an Owner other than Developer, the recordable or recorded Condominium Documents may be amended for a proper purpose as follows:

a. **Nonmaterial Changes.** An amendment may be made without the consent of any Owner or mortgagee if the amendment does not materially alter or change the rights of any Owner or mortgagee of a Unit in the Project, including, but not limited to, (i) amendments to modify the types and sizes of unsold Condominium Units and their appurtenant Limited Common Elements; (ii) amendments correcting survey or other errors in the Condominium Documents; or (iii) amendments to facilitate conventional mortgage loan financing for existing or prospective Owners and enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, or any other agency of the federal government or the State of Michigan.

b. **Material Changes.** An amendment may be made even if it will materially alter or change the rights of the Owners with the consent of not less than two-thirds of the Owners and, to the extent required by law, mortgagees. However, an Owner's Unit dimensions or Limited Common Elements may not be modified without that Owner's consent, nor may the method or formula used to determine the percentage of value of Units in the Project for other than voting purposes be modified without the consent of each affected Owner and mortgagee. Rights reserved by Developer, including without limitation rights to amend for purposes of contraction or modification of units, shall not be amended without the written consent of Developer so long as Developer or its successors continue to own and to offer for sale any Unit in the Project.

c. **Compliance with Law.** Amendments may be made by Developer without the consent of Owners and mortgagees, even if the amendment will materially alter or change the rights of Owners and mortgagees, to achieve compliance with the Act, administrative rules, or orders adopted by the courts pursuant to the Act or with other federal, state, or local laws, ordinances, or regulations affecting the Project.

d. **Reserved Developer Rights.** Developer may also unilaterally make a material amendment without the consent of any Owner or mortgagee for the specific purposes reserved by Developer in this Master Deed. During the Development and Sales Period, this Master Deed and Exhibits A and B shall not be amended nor shall provisions be modified in any way without the written consent of Developer or its successors or assigns.

e. **Costs of Amendments.** A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments based on a vote of the Owners, the costs of which are expenses of administration. The Owners shall be notified of proposed amendments under this section not less than 10 days before the amendment is recorded.

10.3 Project Termination. If there is an Owner other than Developer, the Project may be terminated only with consent of Developer and not less than 80 percent of the Owners and mortgagees, in the following manner:

a. **Termination Agreement.** Agreement of the required number of Owners and mortgagees to termination of the Project shall be evidenced by the Owners' execution of a Termination Agreement, and the termination shall become effective only when the Agreement has been recorded in the register of deeds office in the county where the Project is located.

b. **Real Property Ownership.** On recordation of a document terminating the Project, the property constituting the Condominium shall be owned by the Owners as tenants in common in proportion to their respective undivided interests in the Common Elements immediately before recordation. As long as the tenancy in common lasts, each Owner and their heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the property that formerly constituted their Condominium Unit.

c. **Association Assets.** On recordation of a document terminating the Project, any rights the Owners may have to the net assets of the Association shall be in proportion to their respective undivided interests in the Common Elements immediately before recordation, except that common profits (if any) shall be distributed in accordance with the Condominium Documents and the Act.

d. **Notice to Interested Parties.** Notification of termination by first-class mail shall be made to all parties interested in the Project, including escrow agents, land contract vendors, creditors, lienholders, and prospective purchasers who have deposited funds.

10.4 Withdrawal of Property. Notwithstanding anything in this Master Deed to the contrary, if Developer has not completed development and construction of Units or Improvements in the Project that are identified as "need not be built" during a period ending 10 years after the date of commencement of construction by Developer of the Project, Developer has the right to withdraw from the Project all undeveloped portions of the Project not identified as "must be built" without the prior consent of any Owners, mortgagees of Units in the Project, or any other person having an interest in the Project. If this Master Deed contains provisions permitting the expansion, contraction, or rights of convertibility of Units or Common Elements in the Project, the time period is the greater of (a) the 10-year period set forth above or (b) 6 years after the date Developer exercised its rights with respect to either expansion, contraction, or rights of convertibility, whichever right was exercised last. The undeveloped portions of the Project withdrawn shall also automatically be granted easements for utility and access purposes through the Project for the benefit of the undeveloped portions of the Project, subject to the payment of a reasonable pro rata share of the costs of maintaining the easements. If Developer does not withdraw the undeveloped portions of the Project from the Project before the time periods expire, those undeveloped lands shall remain part of the Project as General Common Elements, and all rights to construct Units on that land shall cease.

Section 11. ASSIGNMENT OF DEVELOPER RIGHTS

Developer may assign any or all of the rights and powers granted to or reserved by Developer in the Condominium Documents or by law, including without limitation the power to approve or to disapprove any act, use, or proposed action, to any other entity or person, including the Association. Any such assignment or transfer shall be made by an appropriate document in writing and shall be duly recorded in the register of deeds office in the county where the Project is located.

This Master Deed has been signed by Developer and shall be effective as of the date set forth below.

DEVELOPER: Crosswinds Court
Subdivision, Inc., a Michigan Corporation

Date: _____ /s/ _____
By: Leo Soave
Its: President

STATE OF MICHIGAN)
WAYNE COUNTY)

Acknowledged before me in Wayne County, Michigan on _____, by Leo Soave, President of Crosswinds Court Subdivision, Inc, a Michigan corporation, on behalf of the company.

/s/ _____
Notary Public:
Notary public, State of Michigan, County of _____.
My commission expires _____.

EXHIBIT A
CONDOMINIUM BYLAWS OF SUNSET CONDOMINIUM

TABLE OF CONTENTS

Section 1. ASSOCIATION OF OWNERS

1.1 Organization

1.2 Compliance

Section 2. MEMBERSHIP AND VOTING

2.1 Membership

2.2 Voting Rights

2.3 Eligibility to Vote

2.4 Designation of Voting Representative

2.5 Proxies

2.6 Majority

Section 3. MEETINGS AND QUORUM

3.1 Initial Meeting of Members

3.2 Annual Meeting of Members

3.3 Advisory Committee

3.4 Board Composition

3.5 Owner Control

3.6 Mathematical Calculations

3.7 Quorum of Members

Section 4. ADMINISTRATION

4.1 Board of Directors

4.2 Powers and Duties

4.3 Books of Account

4.4 Maintenance, Repair, and Replacement

4.5 Reserve Fund

4.6 Construction Liens

4.7 Managing Agent

4.8 Officers

4.9 Indemnification

Section 5. ASSESSMENTS

5.1 Administrative Expenses

5.2 Determination of Assessments

5.3 Apportionment of Assessments

5.4 Expenses of Administration

5.5 Collection of Assessments

5.6 Financial Responsibility of Developer

Section 6. TAXES, INSURANCE, AND REPAIR

6.1 Real Property Taxes

6.2 Insurance Coverage

6.3 Reconstruction and Repair

6.4 Eminent Domain

Section 7. CONSTRUCTION REQUIREMENTS

7.1 Design Standards

7.2 Developer Approvals

7.3 Review Committee

- 7.4 Architectural Review
- 7.5 Approval of Contractor
- 7.6 Specific Requirements
- 7.7 Codes and Ordinances
- 7.8 Time for Construction
- 7.9 Reserved Developer Rights
- 7.10 Review Committee Appointment
- 7.11 Permitted Variance
- 7.12 Setback Lines
- 7.13 Landscaping Requirement

Section 8. USE AND OCCUPANCY RESTRICTIONS

- 8.1 Residential Use
- 8.2 Common Areas
- 8.3 Use and Occupancy Restrictions
- 8.4 Zoning Compliance
- 8.5 Rules of Conduct
- 8.6 Enforcement by Developer
- 8.7 Owner Enforcement
- 8.8 Remedies on Breach
- 8.9 Reserved Rights of Developer
- 8.10 Assignment and Succession

Section 9. MORTGAGES

- 9.1 Notice to Association

9.2 Insurance

9.3 Rights of Mortgagees

9.4 Additional Notification

Section 10. LEASES

10.1 Notice of Lease

10.2 Terms of Lease

10.3 Remedies of Association

10.4 Liability for Assessments

Section 11. TRANSFER OF UNITS

11.1 Unrestricted Transfers

11.2 Notice to Association

Section 12. ARBITRATION

12.1 Submission to Arbitration

12.2 Disputes Involving Developer

12.3 Preservation of Rights

Section 13. OTHER PROVISIONS

13.1 Definitions

13.2 Severability

13.3 Notices

13.4 Amendment

13.5 Conflicting Provisions

CONDOMINIUM BYLAWS

Section 1. ASSOCIATION OF OWNERS

1.1 Organization. Sunset Condominium is a residential site condominium project located in the City of Livonia, Wayne County, Michigan, being developed in a single phase, to comprise of Eleven (11) building sites. On the recording of the Master Deed, the management, maintenance, operation, and administration of the Project shall be vested in an Association of Owners organized as a nonprofit corporation under the laws of the State of Michigan. The Association will keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Project available at reasonable hours for inspection by Owners, prospective buyers, mortgagees, and prospective mortgagees of Units in the Project.

1.2 Compliance. All present and future Owners, mortgagees, lessees, or other persons who may use the facilities of the Condominium in any manner shall be subject to and comply with the provisions of the Act, the Master Deed and any amendments, the Condominium Bylaws, the Association's Articles of Incorporation, the Association Bylaws, and other Condominium Documents that pertain to the use and operation of the Project. The acceptance of a deed of conveyance, the entering into of a lease, or the act of occupying a Condominium Unit in the Project shall constitute an acceptance of the terms of the Condominium Documents and an agreement to comply with their provisions.

Section 2. MEMBERSHIP AND VOTING

2.1 Membership. Each Owner of a Unit in the Project shall be a member of the Association during the period of ownership, and no other person or entity will be entitled to membership. The share of a member in the funds and assets of the Association may be assigned, pledged, or transferred only as an appurtenance to a Unit.

2.2 Voting Rights. Each Owner will be entitled to one vote for each Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages assigned to the Unit or Units owned, when voting by value. Voting shall be by number except when the Master Deed or Bylaws specifically require voting to be by number and value, and no cumulation of votes shall be permitted.

2.3 Eligibility to Vote. No Owner other than Developer will be entitled to vote at any meeting of the Association until the Owner has presented written evidence of ownership of a Unit in the Project, nor shall the Owner be entitled to vote (except for elections pursuant to Section 3.4) before the Initial Meeting of Members. An Owner shall be permitted to vote only if the Owner is not in default in payment of assessments levied against the Owner's unit. Developer shall be entitled to vote only those Units to which Developer still holds title to.

2.4 Designation of Voting Representative. The person entitled to cast the vote for each Unit and to receive all notices and other communications from the Association shall be designated by a certificate signed by all the record owners of a Unit and filed with the secretary of the Association. The certificate shall state the name and address of the individual representative designated; the number of the Unit owned; and the name and address of the person or persons, firm, corporation, partnership, association, trust, or other legal entity who is the Unit owner. All certificates shall be valid until revoked, until superseded by a subsequent certificate, or until a change has occurred in the ownership of the Unit.

2.5 Proxies. Votes may be cast in person or by proxy. Proxies may be made by any designated voting representative who is unable to attend the meeting in person. Proxies will be valid only for the particular meeting designated and any adjournment and must be filed with the Association before the appointed time of the meeting.

2.6 Majority. At any meeting of members at which a quorum is present, 51 percent of the Owners entitled to vote and present in person or by proxy (or written vote, if applicable) shall constitute a majority for the approval of the matters presented to the meeting, except when these Bylaws, the Master Deed, or law required a majority exceeding a simple majority.

Section 3. MEETINGS AND QUORUM

3.1 Initial Meeting of Members. The initial meeting of the members of the Association may be convened only by the Developer and may be called at any time after three or more of the Units in the Project have been sold and the buyers qualified as members of the Association. In no event, however, shall the initial meeting be called later than (a) 120 days after the conveyance of legal or equitable title to nondeveloper Owners of 75 percent of the total number of Units that may be created in the Project or (b) 54 months after the first conveyance of legal or equitable title to a nondeveloper Owner of a Unit, whichever first occurs, at which meeting the eligible Owners may vote for the election of directors of the Association. The maximum number of Units that may be added to the Project under Section 6 of the Master Deed shall be included in the calculation of the number of Units that may be created. Developer may call meetings of members of the Association for informational or other appropriate purposes before the initial meeting, but no such informational meeting shall be construed as the initial meeting of members.

3.2 Annual Meeting of Members. After the initial meeting has occurred, annual meetings of the members shall be held in each year on a date and at a time and place selected by the Board of Directors. At least 20 days before the date of an annual meeting, written notice of the date, time, place, and purpose of the meeting shall be mailed or delivered to each member entitled to vote at the meeting; but no less than 30 days written notice shall be provided to each member of any proposed amendment to these Bylaws or to other recorded Condominium Documents.

3.3 Advisory Committee. Within one year after the initial conveyance by Developer of legal or equitable title to an Owner of a Unit in the Project or within 120 days after conveyance of one-third of the total number of Units that may be created in the Project, whichever first occurs, Developer shall select two or more persons from the nondeveloper Owners to serve as an advisory committee to the Board of Directors (the Advisory Committee). The purpose of the Advisory Committee is to facilitate communication between the Developer-appointed Board of Directors and the nondeveloper Owners and to aid in the ultimate transition of control to the Owners. The members of the Advisory Committee shall serve for one year or until their successors are selected, and the Committee shall automatically cease to exist at the Transitional Control Date. The Board of Directors and the Advisory Committee shall meet with each other at the request of the Advisory Committee, but there shall be not more than two such meetings each year unless both parties agree.

3.4 Board Composition. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Owners of 25 percent of the Units that may be created in the Project, at least one director and not less than one-fourth of the Board of Directors of the Association shall be elected by nondeveloper Owners. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Owners of 50 percent of the Units that may be created in the Project, not less than one-third of the Board of Directors shall be elected by nondeveloper Owners. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Owners of 75 percent of the Units that may be created in the Project and before conveyance of 90 percent of those Units, the nondeveloper Owners shall elect all directors on the board except that Developer shall have the right to designate at least one director as long as Developer owns and offers for sale at least 10 percent of the Units in the Project or as long as 10 percent of the Units remain that may be created.

3.5 Owner Control. If 75 percent of the Units that maybe created in the Project have not been conveyed within 54 months after the first conveyance of legal or equitable title to a nondeveloper Owner, the nondeveloper Owners shall have the right to elect the percentage of members of the Board of Directors of the Association equal to the percentage of Units they hold, and Developer will have the right to elect the percentage of members of the board equal to the percentage of Units that are owned by Developer and for which all assessments are payable by Developer. This election may increase, but shall not reduce, the minimum election and designation rights of directors otherwise established in Section 3.4. Application of this provision does not require a change in the size of the board as designated in the Association bylaws.

3.6 Mathematical Calculations. If the calculation of the percentage of members of the board that the nondeveloper Owners have a right to elect or the product of the number of members of the board multiplied by the percentage of Units held by the nondeveloper Owners results in a right of nondeveloper Owners to elect a fractional number of members of the board, a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number. After application of this formula, Developer shall have the right to elect the remaining members of the board. Application of this

provision shall not eliminate the right of Developer to designate at least one member as provided in Section 3.4.

3.7 Quorum of Members. The presence in person or by proxy of 50 percent of the Owners entitled to vote shall constitute a quorum of members. The written vote of an Owner properly furnished at or before a meeting at which the Owner is not present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question on which the vote is cast.

Section 4. ADMINISTRATION

4.1 Board of Directors. The business, property, and affairs of the Association shall be managed by a five (5) member board of directors (the Board of Directors) to be elected in the manner described in these Bylaws. The directors designated in the Articles of Incorporation shall serve until their successors have been duly elected and qualified at the initial meeting of members. All actions of the first Board of Directors designated in the Articles of Incorporation or any successors to the directors selected by Developer before the initial meeting of members shall be binding on the Association as though the actions had been authorized by a Board of Directors elected by the members of the Association so long as the actions are within the scope of the powers and duties that a Board of Directors may exercise under the Condominium Documents. A service contract or management agreement entered into between the Association and Developer or affiliates of Developer shall be voidable without cause by the Board of Directors on the Transitional Control Date or within 90 days after the initial meeting has been held and on 30 days' notice at any time for cause.

4.2 Powers and Duties. The Board shall have all powers and duties necessary to administer the affairs of the Association and may take all actions in support of the administration that are not prohibited by the Condominium Documents or specifically reserved to the members, including the following:

- a. care, upkeep, and maintenance of the Common Elements
- b. development of an annual budget and the determination, levy, and collection of assessments required for the operation and affairs of the Condominium
- c. employment and dismissal of contractors and personnel as necessary for the efficient management and operation of the Condominium Property
- d. adoption and amendment of rules and regulations governing the use of the Condominium Property not inconsistent with these Bylaws
- e. opening bank accounts, borrowing money, and issuing evidences of indebtedness in furtherance of the purposes of the Association and designating signatories required for those purpose

f. obtaining insurance for the Common Elements, the premiums of which shall be an expense of administration

g. granting licenses for the use of the Common Elements for purposes not inconsistent with the provisions of the Act or of the Condominium Documents

h. authorizing the execution of contracts, deeds of conveyance, easements, and rights-of-way affecting any real or personal property of the Condominium on behalf of the Owners

i. making repairs, additions, and improvements to or alterations of the Common Elements and repairs to and restoration of the Common Elements after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings

j. asserting, defending, or settling claims on behalf of all Owners in connection with the Common Elements of the Project and, on written notice to all Owners, instituting actions on behalf of and against the Owners in the name of the Association

k. further duties as may be imposed by resolution of the members of the Association or that may be required by the Condominium Documents or the Act

4.3 Books of Account. The Association shall keep books and records containing a detailed account of the expenditures and receipts of administration, which will specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and its members. The accounts shall be open for inspection by the Owners and their mortgagees during reasonable hours. The Association shall also prepare and distribute a financial statement to each Owner at least once a year, the contents of which will be defined by the Association. The books and records shall be reviewed annually and audited at times required by the Board of Directors by qualified independent accountants (who need not be certified public accountants), and the cost of the review or audit shall be an expense of administration.

4.4 Maintenance, Repair, and Replacement. The responsibility for maintenance, repair, and replacement of Units and Common Elements (other than following casualty damage, which is described in Section 6.3 of the Bylaws) is as follows:

a. All maintenance, repair, and replacement of the structures and other improvements located within a Unit or Limited Common Elements that are the responsibility of the Owner of a Unit as set forth in the Master Deed shall be made by the Owner of the Unit. Each Owner shall be responsible for all damages to the Common Elements resulting from the repairs or from any failure of the Owner to perform maintenance and repairs to a Unit.

b. All maintenance, repair, and replacement of the General Common Elements, whether located inside or outside the Units, and of Limited Common Elements to the extent required by the Master Deed shall be made by the Association and shall be charged to all the Owners as a common expense unless necessitated by the negligence, misuse, or neglect of a particular Owner, in which case the expense shall be charged to the responsible Owner. The Association or its agent shall have access to each Unit (but not to the interior of any residence or garage within a Unit) from time to time during reasonable hours, on notice to the occupant, to maintain, repair, or replace any of the Common Elements located within or accessible only from a Unit that are the responsibility of the Association. The Association or its agents shall also have access to each Unit at all times without notice for making emergency repairs necessary to prevent damage to other Units or the Common Elements.

4.5 Reserve Fund. The Association shall maintain a reserve fund, to be used for major repairs and replacement of the Common Elements, as provided by MCL 559.205. The fund shall be established in the minimum amount required on or before the Transitional Control Date and shall, to the extent possible, be maintained at a level that is equal to or greater than 10 percent of the then current annual budget of the Association on a noncumulative basis. The minimum reserve standard required by this section may prove to be inadequate, and the Board should carefully analyze the Project from time to time to determine if a greater amount should be set aside or if additional reserve funds should be established for other purposes.

4.6 Construction Liens. A construction lien arising as a result of work performed on a Unit or on an appurtenant Limited Common Element shall attach only to the Unit on which the work was performed, and a lien for work authorized by Developer or the principal contractor shall attach only to Condominium Units owned by Developer at the time of recording the lien. A construction lien for work authorized by the Association shall attach to each Unit only to the proportionate extent that the Owner of the Unit is required to contribute to the expenses of administration. No construction lien shall arise or attach to a Condominium Unit for work performed on the General Common Elements not contracted for by the Association or Developer.

4.7 Managing Agent. The Board may employ a management company or managing agent at a compensation established by the Board to perform the duties and services as the Board shall authorize, including, but not limited to, the powers and duties described in Section 4.2. Developer or any person or entity related to Developer may serve as managing agent, but any compensation paid to Developer shall be at competitive rates.

4.8 Officers. The Association Bylaws shall provide for the designation, number, terms of office, qualifications, manner of election, duties, removal, and replacement of officers of the Association and may contain any other provisions pertinent to officers of the Association not inconsistent with these Bylaws. Officers may be compensated, but only on the affirmative vote of 67 percent or more of all Owners.

4.9 Indemnification. All directors and officers of the Association shall be entitled to indemnification against costs and expenses incurred as a result of actions (other than willful or wanton misconduct or gross negligence) taken or failed to be taken on behalf of the Association on 10 days' notice to all Owners in the manner and to the extent provided by the Association Bylaws. If no judicial determination on indemnification has been made, an opinion of independent counsel on the propriety of indemnification shall be obtained if a majority of Owners vote to procure such an opinion.

Section 5. ASSESSMENTS

5.1 Administrative Expenses. The Association shall be assessed as the entity in possession of any tangible personal property of the Condominium owned or possessed in common, and personal property taxes levied on such property shall be treated as expenses of administration. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Project shall be expenses of administration, and all sums received as proceeds of or pursuant to any policy of insurance covering the interests of the Owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Common Elements shall be receipts of administration.

5.2 Determination of Assessments. Assessments will be determined in accordance with the following provisions:

a. **Initial Budget.** The Developer, in the initial maintenance budget for the Association, shall be entitled to determine the nature and extend of such services and reasonable rules and regulations may be promulgated in connection with establishing the initial maintenance budget for the Association. The Association shall collect from each initial purchaser of a Unit a charge of \$350.00, which includes \$200.00 for a management set-up fee and \$150.00 for the Condominium Association management capitalization fee, at closing for the capitalization and management of the Association.

Thereafter, the Board of Directors of the Association shall establish a budget in advance for each fiscal year that will project all expenses for the coming year that may be required for the proper operation, management, and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. The annual assessment to be levied against each Unit in the Project shall then be determined on the basis of the budget. Copies of the budget shall be delivered to each Owner, although the failure to deliver a copy to each Owner will not affect or in any way diminish the liability of an Owner for any existing or future assessment.

b. **Budget Adjustments.** If the Board of Directors determines at any time, in its sole discretion, that the initial assessments levied are insufficient (i) to pay the costs of operation and maintenance of the Common Elements, (ii) to provide for

the replacement of existing Common Elements, (iii) to provide for additions to the Common Elements not exceeding \$5,000 annually, or (iv) to respond to an emergency or unforeseen development; the Board is authorized to increase the initial assessment or to levy any additional assessments it deems necessary for such purposes. The discretionary authority of the Board of Directors to levy additional assessments will rest solely with the Board of Directors for the benefit of the Association and its members and may not be attached by or subject to specific performance by any creditors of the Association.

c. Special Assessments. The Board of Directors may make special assessments in excess of those permitted by subsections (a) and (b) from time to time following the approval of the Owners as provided in this subsection to meet other needs or requirements of the Association, including but not limited to (i) assessments for additions to the Common Elements costing more than \$5,000 in any year, (ii) assessments to purchase a Unit on foreclosure of the lien described in Section 5.5, or (3) assessments for any other appropriate purpose not specifically described. Special assessments referred to in this subsection (but not those assessments referred to in subsections (a) and (b), which will be levied in the sole discretion of the Board of Directors) will not be levied without the prior approval of 67 percent or more (in number and in value) of all Owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and its members and may not be attached by or subject to specific performance by any creditors of the Association.

5.3 Apportionment of Assessments. All assessments levied against the Unit Owners to cover expenses of administration shall be apportioned among and paid by the Owners in accordance with the Percentage of Value allocated to each Unit in the Master Deed and any other assessment provisions in the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Unless the Board elects some other periodic payment schedule, annual assessments will be payable by Owners in 4 equal quarterly installments, commencing with the acceptance of a deed to or a land contract vendee's interest in a Unit or with the acquisition of title to a Unit by any other means. The payment of an assessment will be in default if the assessment, or any part, is not received by the Association in full on or before the due date for the payment established by rule or regulation of the Association. However, the Board of Directors, including the first Board of Directors appointed by Developer, may relieve a Unit Owner who has not constructed a residence within a Unit from payment, for a limited period of time, of all or some portion of the assessment for the Unit's respective allocable share of the Association budget. The purpose of this provision is to provide fair and reasonable relief from Association assessments for nonresident Owners until those Owners begin to use the Common Elements on a regular basis.

5.4 Expenses of Administration. The expenses of administration shall consist, among other things, of the amounts the Board deems proper to operate and maintain the Condominium property under the powers and duties delegated to it and may

include, without limitation, amounts to be set aside for working capital of the Condominium, for a general operating reserve, for a reserve for replacement, and for meeting any deficit in the common expense for any prior year. Any reserves established by the Board before the initial meeting of members shall be subject to approval by the members at the initial meeting. The Board shall advise each Owner in writing of the amount of common charges payable by the Owner and shall furnish copies of each budget containing common charges to all Owners.

5.5 Collection of Assessments. Each Owner shall be obligated for the payment of all assessments levied on the Owner's Unit while that person is the Owner of the Unit, and no Owner may become exempt from liability for the Owner's contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of a Unit.

a. **Legal Remedies.** In the event of default by any Owner in paying the assessed common charges, the Board may declare all unpaid installments of the annual assessment for the pertinent fiscal year to be immediately due and payable. In addition, the Board may impose reasonable fines or charge interest at the legal rate on assessments from and after the due date. Unpaid assessments, together with interest on the unpaid assessments, collection and late charges, advances made by the Association for taxes or other liens to protect its lien, attorney fees, and fines in accordance with the Condominium Documents, shall constitute a lien on the Unit prior to all other liens except tax liens in favor of any state or federal taxing authority and sums unpaid on a mortgage of record recorded before the recording of any notice of lien by the Association; and the Association may enforce the collection of all sums due by suit at law for a money judgment or by foreclosure of the liens securing payment as provided by MCL 559.208. In a foreclosure proceeding, whether by advertisement or by judicial action, the Owner or anyone claiming under the Owner shall be liable for assessments charged against the Unit that become due before the redemption period expires, together with interest, advances made by the Association for taxes or other liens to protect its lien, costs, and reasonable attorney fees incurred in their collection.

b. **Sale of Unit.** On the sale or conveyance of a Unit, all unpaid assessments against the Unit shall be paid out of the sale price by the buyer in preference over any other assessment or charge except as otherwise provided by the Condominium Documents or by the Act. A buyer or grantee may request a written statement from the Association for the amount of unpaid assessments levied against the Unit being sold or conveyed, and the buyer or grantee shall not be liable for, nor shall the Unit sold or conveyed be subject to, a lien for any unpaid assessments in excess of the amount stated in a written response from the Association. However, unless the buyer or grantee requests a written statement from the Association at least five days before the sale as provided in the Act, the buyer or grantee shall be liable for any unpaid assessments against the Unit together with interest, late charges, fines, costs, and attorney fees.

c. **Self-Help.** The Association may enter the Common Elements, Limited or General, to remove and abate any condition constituting a violation or may discontinue the furnishing of services to an Owner in default under any of the provisions of the Condominium Documents on seven days' written notice to the Owner of the Association's intent to do so. An Owner in default shall not be entitled to use any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as the default continues, but this provision shall not operate to deprive any Owner of ingress and egress to and from the Owner's Unit.

d. **Application of Payments.** Money received by the Association in payment of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney fees; second, to any interest charges and fines for late payment on the assessments; and third, to installments of assessments in default in order of their due dates.

5.6 Financial Responsibility of Developer. The responsibility of Developer for assessments is as follows:

a. **Pretturnover Expenses.** Before the Transitional Control Date, it will be Developer's responsibility to keep the books balanced and to avoid any continuing deficit in operating expenses, but the Developer shall not be responsible for the payment of any general or special assessments. At the time of the initial meeting, Developer will be liable for the funding of any continuing deficit of the Association that was incurred before the Transitional Control Date.

b. **Postturnover Expenses.** After the Transitional Control Date and continuing for any remaining Development and Sales Period, Developer shall NOT be responsible for any payment of either general or special assessments levied by the Association on Units owned by Developer.

c. **Exempted Transactions.** Under no circumstances will Developer be responsible for the payment of any portion of any assessment that is levied for deferred maintenance, reserves for replacement, capital improvements, or additions or to finance litigation or other claims against Developer.

Section 6. TAXES, INSURANCE, AND REPAIR

6.1 Real Property Taxes. Real property taxes and assessments shall be levied against the individual Units and not against the Property of the Project or any phase of the Project, except for the calendar year in which the Project or phase is established. Taxes and assessments that become a lien against the Property in the year in which the Project was established shall be expenses of administration and shall be assessed against the Units located on the land with respect to which the tax or assessment was levied in proportion to the Percentage of Value assigned to each Unit. Real property taxes and assessments levied in any year in which a vacation of the Project occurs

shall be assessed only against the individual Units. For tax and special assessment purposes, no Unit shall be combined with any other Unit or Units, and no assessment of any fraction of a Unit or combination of any Unit with other whole or partial Units shall be made, nor shall any division or split of the assessment or taxes of a single Unit be made, whether the Unit is owned by an individual or multiple Owners. Taxes for real property improvements made to or within a specific Unit shall be assessed against that Unit only, and each Unit shall be treated as a separate, single parcel of real property for purposes of property taxes and special assessments.

6.2 Insurance Coverage. The Association shall be appointed as attorney-in-fact for each Owner to act on insurance matters and shall be required to obtain and maintain, to the extent applicable, casualty insurance with extended coverage, vandalism, and malicious mischief endorsements; liability insurance (including director's and officer's liability coverage if deemed advisable); and worker's compensation insurance pertinent to the ownership, use, and maintenance of the Common Elements of the Project. All insurance shall be purchased by the Board of Directors for the benefit of the Association, the Owners, the mortgagees, and Developer, as their interests may appear. The insurance, other than title insurance, shall be carried and administered according to the following provisions:

a. **Owner Responsibilities.** Each Owner will be responsible for obtaining casualty insurance coverage at the Owner's expense with respect to the residence and all other improvements constructed or located within the perimeters of the Owner's Unit and for the Limited Common Elements appurtenant to the Owner's Unit. It shall also be each Owner's responsibility to obtain insurance coverage for the Owner's personal property within the Owner's Unit or elsewhere on the Condominium, for personal liability for occurrences within the Owner's Unit or on the Limited Common Elements appurtenant to the Owner's Unit, and for alternative living expenses in the event of fire or other casualty causing temporary loss of the Owner's residence. All insurance carried by the Association or any Owner shall contain provisions permitting the waiver of the right of subrogation for any claims against any Owner or the Association for insured losses.

b. **Common Element Insurance.** The General Common Elements of the Project shall be insured by the Association against casualties covered by a standard extended coverage endorsement, to the extent deemed applicable and appropriate, in an amount to be determined annually by the Board of Directors. The Association shall not be responsible for maintaining insurance with respect to the Limited Common Elements, the Units themselves, or any improvements located within the Units.

c. **Fidelity Insurance.** The Association may obtain, if desired, fidelity coverage to protect against dishonest acts by its officers, directors, employees, and all others who are responsible for handling funds of the Association.

d. **Power of Attorney.** The Board of Directors is irrevocably appointed as the agent for each Owner, each mortgagee, other named insured's and their beneficiaries, and any other holder of a lien or another interest in the Condominium or the Property to adjust and settle all claims arising under insurance policies purchased by the Board and to execute and deliver releases on the payment of claims.

e. **Indemnification.** Each individual Owner shall indemnify and hold harmless every other Owner, Developer, and the Association for all damages, costs, and judgments, including actual attorney fees, that any indemnified party may suffer as a result of defending claims arising out of an occurrence on or within an individual Owner's Unit or appurtenant Limited Common Elements. This provision shall not be construed to give an insurer any subrogation right or other right or claim against an individual Owner, Developer, or the Association, which rights are waived.

f. **Premium Expenses.** Unless otherwise provided, all premiums for insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration of the Association.

6.3 Reconstruction and Repair. If any part of the Condominium Property is damaged or destroyed by fire or other casualty, the decision whether or not it will be reconstructed or repaired will be made in the following manner:

a. **General Common Elements.** If the damaged property is a General Common Element, the damaged property shall be repaired or rebuilt unless 80 percent or more of the Owners and the institutional holders of mortgages on any Unit in the Project agree to the contrary. However, if the damaged property is common roadway and is the sole means of ingress and egress to one or more Units in the Project, it will be repaired or rebuilt unless the 80 percent or more of the Owners agreeing not to repair or rebuild includes the Owners of all such Units.

b. **Limited Common Elements and Improvements.** If the damaged property is a Limited Common Element or an improvement located within the boundaries of a Unit, the Owner of the affected Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person having an interest in the property, and the Owner shall be responsible for the cost of any reconstruction or repair that the Owner elects to make. The Owner shall in any event remove all debris and restore the Unit and its improvements to a clean and slightly condition satisfactory to the Association within a reasonable period of time following the occurrence of the damage.

c. **Reconstruction Standards.** Any reconstruction or repair shall be substantially in accordance with the Master Deed and the original plans and specifications for the improvements located within the Unit, unless prior written approval for changes is obtained from the Architectural Review Committee.

d. Procedure and Timing. Immediately after the occurrence of a casualty causing damage that is to be reconstructed or repaired by the Association, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to cover the estimated cost of reconstruction or repair required to be performed by the Association or if at any time during the reconstruction or repair the funds for the payment of the costs by the Association are insufficient, assessment shall be levied against all Owners in sufficient amounts to provide funds to pay the estimated or actual costs of reconstruction or repair. This provision shall not be construed to require the replacement of mature trees and vegetation with equivalent trees or vegetation.

6.4 Eminent Domain. The following provisions will control on any taking by eminent domain:

a. Condominium Units. In the event of the taking of all or any portion of a Condominium Unit or any improvements located within the perimeters of a Unit, the award for the taking shall be paid to the Owner of the Unit and any mortgagee, according to their interests. If an Owner's entire Unit is taken by eminent domain, the Owner and any mortgagee shall, after acceptance of the condemnation award, be divested of all interest in the Project.

b. Common Elements. In the event of the taking of all or any portion of the General Common Elements, the condemnation proceeds relative to the taking shall be paid to the Association for use by or distribution to its members. The affirmative vote of 80 percent or more of the Owners in number and in value shall determine whether to rebuild, repair, or replace the portion taken or to take another action.

c. Amendment to the Master Deed. If the Project continues after the taking by eminent domain, the remaining portion of the Project shall be resurveyed and the Master Deed amended accordingly; and if any Unit has been taken, section 5 of the Master Deed shall also be amended to reflect the taking and to proportionately readjust the Percentages of Value of the remaining Owners based on the continuing total value of the Condominium of 100 percent. The amendment may be completed by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval by any Owner.

d. Notice to Mortgagees. If any Unit in the Condominium, the Common Elements, or any portion of them is made the subject matter of an eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall promptly notify each holder of a publicly recorded mortgage lien on any of the Units in the Condominium.

e. Inconsistent Provisions. To the extent not inconsistent with the provisions of this section, MCL 559.233 shall control on any taking by eminent domain.

Section 7. CONSTRUCTION REQUIREMENTS

7.1 Design Standards. Design standards for Units in the Project are set forth in this section. Design standards promote quality, value, and stability for Unit Owners. The standards in this section are intended to promote consistency of architecture and landscape design and to enhance and preserve real estate values.

7.2 Developer Approvals. During the Development and Sales Period, no residences, buildings, fences, walls, drives, walks, or other improvements shall be commenced, erected, or maintained; no addition to or external change in the appearance of any structure shall be made (including color and design); and no hedges, trees, plantings, or landscaping modifications shall be made until plans or specifications acceptable to Developer, showing the nature, kind, shape, height, materials, color scheme, location, and approximate cost of the structure or improvement and the grading and landscaping plan of the area to be affected, have been submitted to and approved in writing by Developer. Developer shall have the right to refuse to approve any plans or specifications, including the grading and landscaping plan that are not suitable or desirable in its opinion for aesthetic or other reasons. In passing on such specifications or grading or landscaping plans, Developer shall have the right to take into consideration the suitability of the proposed structure, improvement, or modification; the site on which it is proposed to be erected; and the degree of harmony with the Condominium as a whole.

7.3 Review Committee. Developer has or will establish an architectural review committee (the Review Committee). The mission of the Review Committee is to ensure that all plans submitted for review, and all subsequent exterior changes or modifications, meet the criteria established in the design standards. The design standards for the Project are intended to provide a compatible neighborhood image.

7.4 Architectural Review. Following the Development and Sales Period, no residence, structure, or other improvements shall be constructed within a Unit or elsewhere on the Property and no exterior modification shall be made to any existing residence, structure, or improvement unless plans and specifications containing whatever detail the Review Committee reasonably requires has first been approved in writing by the Review Committee. The Review Committee shall have the right to refuse to approve any plans and specifications, color or material applications, grading or landscaping plans, or building location plans that are not suitable or desirable in its opinion for aesthetic or other reasons. In passing on the plans and specifications, the Review Committee shall have the right to take into consideration the lity of the proposed structure, improvement, or modification, the site on which it is proposed to be constructed, the proposed location of any improvement within the Unit, the location of structures within adjoining Units and the degree of harmony with the Condominium as a whole.

7.5 Approval of Contractor. All residences and other structures shall be constructed only by residential home builders licensed by the State of Michigan and approved in

writing by Developer or, following the Development and Sales Period, by the Review Committee. If building construction is intended to commence within three months after the date of plan approval, the name of the proposed residential builder must be submitted when the plans and specifications are submitted. If construction is to be delayed beyond three months, the name of the proposed residential builder must be submitted for approval at least 60 days before the commencement of construction. In its approval process, the Review Committee may take into consideration the qualifications of the proposed builder along with its reputation in the community before deciding whether or not that builder will be approved for participation in the Project. Construction of all other improvements, including swimming pools and landscaping, must also be done by contractors approved in writing by the Review Committee.

7.6 Specific Requirements. All approvals required by this section shall comply with the following requirements:

a. **Construction Materials.** Each residence shall be finished with wood, masonry (brick or stone), or vinyl exterior with a minimum of 65% of the exterior shall be finished in brick or stone for multi-story residences and 80% of the exterior shall be finished in brick or stone for one story residences. Exposed chimneys shall have an exterior finish of brick or stone and on all other visible improvements shall be finished with wood, brick, stone, or vinyl. Roofs must be of shingle construction using fiberglass or asphalt shingles. Driveways may be of brick or cement. All exterior paints, stains, and material colors must be shown as part of the plan submitted for approval, and samples shall be furnished to the Review Committee on request.

b. **Size and Space Requirements.** No residence shall be constructed on any Unit with less than the following sizes of finished living areas (as calculated on exterior dimensions), exclusive of decks, porches, patios, garages, and basements (whether full basements, daylight basements, or walkout basements):

- One-story home (Ranch) – 1,300 sq. ft.
- Multi-story home (Cape Cod or Colonial) – 1,500 sq. ft.

c. **Improvements and Outbuildings.** Each residence must be equipped with an attached front entry garage of not less than two stalls and outside parking for a minimum of two vehicles shall be provided on or along the driveway. One additional detached structure of a size as determined by the Review Committee will be permitted for storage or accessory garage space.

d. **Letter and Delivery Boxes.** The Developer or Review Committee will install and determine the location, design, and permitted lettering of all mail and paper delivery boxes which shall be a cluster delivery/mailbox or mailboxes and to be located within the General Common Areas of the Project. Each Owner is responsible for the pro-rata cost of the cluster mailboxes and the installation

thereof which the estimated cost is \$175.00 per Unit Owner and this mailbox fee must be paid at the closing of each Unit.

7.7 Codes and Ordinances. In addition to the construction requirements in this Section, all buildings and other structures must comply with applicable building, mechanical, electrical, and plumbing codes of the applicable jurisdictions in effect when the building or structure is erected.

7.8 Time for Construction. At the time of submitting the name of a proposed residential builder for approval, a date for commencement of construction (which shall not be more than two years after the date of approval) must be agreed on and approved by the Review Committee. Once construction has started, work on the building must be diligently pursued and completed within a maximum of 12 months from the date of commencement. The Committee may extend the time for commencement or completion when, in its opinion, conditions warrant an extension.

7.9 Reserved Developer Rights. The purpose of Section 7 is to ensure the continued maintenance of the Condominium as an attractive and harmonious residential development, and its provisions shall be binding on both the Association and all Owners in the Project. Developer (or any residential builder to whom Developer has assigned such rights) shall have the right to maintain a model unit, sales office, advertising display signs, storage areas, and reasonable parking incident to its sales efforts and to access to, from, and over the Property as may be reasonable to enable development and sale of the entire Project.

7.10 Review Committee Appointment. Following the Development and Sale Periods, if rights of appointment have not previously been assigned to the Association, Developer's representatives shall resign from the Review Committee, and the Board of Directors of the Association shall appoint three new members to the Review Committee. In each succeeding year or at whatever other intervals the Board of Directors decides, the Board of Directors shall appoint or reappoint the three members to serve on the Review Committee.

7.11 Permitted Variance. The Review Committee may, on a showing of practical difficulty or other good cause, grant variances from the requirements of this section, but only to an extent and in a manner that does not violate the spirit and intent of the requirements.

7.12 Setback Lines. No building will be erected on any Unit nearer to the street line or to either side Unit boundary or closer to the rear Unit boundary than permitted by the setback requirements of the Planned Development District for the Condominium or zoning applicable to the Unit that is in effect at the time of the contemplated construction of any building unless a variance or other permission for the setback is obtained from the applicable authority. If compliance with these setback requirements is impracticable or would create a hardship for a corner Unit or an odd-shaped building site, the Review Board may specify front yard, side yard, and rear yard

widths and depths that are less than those required by this section. When 1½ or more Units are acquired as a single building site, the side Unit boundaries will refer only to the Unit boundary lines bordering the property of adjoining owners.

7.13 Landscaping Requirement. Each Unit must be completely landscaped as soon as possible during the planting season (April through November) but, in any event, no later than 60 days (weather permitting) after initial occupancy of the Dwelling. The reasonable value of the landscaping surrounding a Dwelling shall be not less than five thousand (\$5,000.00) dollars, excluding landscape architectural fees. The Developer shall have the right to determine the reasonable value of the landscaping. After landscaping has been installed, the Unit Owner shall maintain the landscape in a good and aesthetically pleasing condition. If at the time of conveyance from Developer, construction of a Dwelling on the Unit has commenced or has been completed, but the landscaping has not been completed, the Developer shall require the Unit Owner, at closing, to escrow one thousand five hundred dollars (\$1,500.00) with the title company conducting the closing of the Unit until such time the landscape is installed. All landscape escrow deposits made shall be released to the Unit Owner upon completion of the landscaping as set forth herein. To the extent that the escrow deposit earns interest, the interest shall be paid to the Unit Owner at such time as the landscaping of the Unit has been completed. However, the Developer shall not be required to maintain the escrow deposit in an interest-bearing account or to otherwise generate a return on the escrow deposit.

In the event the Unit Owner fails or refuses to comply with the foregoing, the Developer may, in its sole discretion, instruct the title company to release the escrow deposit amount to Developer and the Unit Owner shall have forfeited all of his or her rights to the landscape escrow deposit.

Section 8. USE AND OCCUPANCY RESTRICTIONS

8.1 Residential Use. Condominium Units shall be used exclusively for residential occupancy, and no Unit or appurtenant Common Element shall be used for any purpose other than that of a single-family residence and purposes incidental to residential use. Home occupations conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence that do not generate unreasonable traffic by members of the general public and do not change the residential character of the Unit or neighborhood are permitted as incidental to primary residential use. No building intended for other business uses and no apartment house, rooming house, day care facility, foster care residence, or other commercial or multiple-family dwelling of any kind shall be erected, placed, or permitted on any Unit.

8.2 Common Areas. The Common Elements shall be used only by the Owners of Units in the Condominium and their agents, tenants, family members, invitees, and licensees for access, ingress to, and egress from the respective Units and for other purposes incidental to use of the Units. Any parking areas or other Common Elements designed for a specific purpose shall be used only for those purposes or other uses

approved by the Board. The use, maintenance, and operation of the Common Elements shall not be obstructed, damaged, or unreasonably interfered with by any Owner and shall be subject to any lease or easement presently in existence or entered into by the Board at some future date that affects all or any part of the Common Elements.

8.3 Use and Occupancy Restrictions. In addition to the general requirements of Sections 8.1–8.2, the use of the Project and its Common Elements by any Owner shall be subject to the following specific restrictions:

a. **Exterior Changes.** No Owner shall make any additions, alterations, or modifications to any of the Common Elements or any changes to the exterior appearance of the building or other improvements within the perimeters of the Owner's Unit without prior approval of Developer or the Review Committee. A change in the color of a residence or a significant landscaping change are included within the meaning of a change in exterior appearance.

b. **Unit Rental.** No portion of a Unit may be rented and no transient tenants be accommodated in any building, but this restriction shall not prevent the rental or sublease of an entire Unit together with its appurtenant Limited Common Elements for residential purposes in the manner permitted by these Bylaws.

c. **Nuisances.** No nuisances shall be permitted on the Property, nor shall any use or practice be permitted that is a source of annoyance to or that unreasonably interferes with the peaceful possession or proper use of the Project by its residents. No Unit shall be used in whole or in part for the storage of rubbish or trash or for the storage of any property or thing that may cause the Unit to appear in an unclean or untidy condition. No substance or material shall be kept on a Unit that will emit foul or obnoxious odors or that will cause excessive noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding Units.

d. **Prohibited Uses.** Nothing shall be done or kept in any Unit or on the Common Elements that will increase the rate of insurance for the Project without the prior written consent of the Association. No Owner shall permit anything to be done or kept in the Owner's Unit or elsewhere on the Common Elements that will result in the cancellation of insurance on any Unit or any part of the Common Elements or that will violate any law.

e. **Signs.** No sign or billboard of any kind shall be placed, erected or maintained on any Unit excepting that the provisions of this paragraph shall not apply to such signs as may be for purposes of resale by any Owner. Signs for purposes of resale shall be limited to one sign per Unit not exceeding four square feet and shall be subject to review and approval of the Association and the Developer so long as the Developer shall hold title to any Unit. Furthermore, signs for the purposes of resale do not include "for rent" and "for lease" signs or any sign that pertains

to renting or leasing any Unit. The provisions of this paragraph shall not apply to signs installed or erected on any Common Element or Unit by the Developer, its successors or assigns during such periods as any Unit shall be “for sale” or used as a model or for display purposes by the Developer or other entity. Political signs for a period of three months (90) days prior to an election may be displayed, one sign per candidate, ground-mounted, on the Unit. No political sign shall be permitted on any of the General Common Element areas. No political sign shall exceed four square feet. Garage sale signs may be displayed for three days at a time on any Unit, and one sign may be displayed at the Entrance to the Condominium, but no garage sale sign shall be displayed on any Unit or General Common Element for more than three days. Signs shall be subject to City of Livonia Code of Ordinances.

f. Fences and Walls. Fences, walls, or hedges shall not be permitted on any Unit. However, fences are permitted in the rear yard only and can only be installed on a Unit so long as a completed home exists on both sides of the proposed Unit requesting a fence. Additionally, NO fence is permitted to be installed without the prior written consent of the Developer or Review Committee.

g. Pets. No animals or fowl (except common domestic household pets) shall be kept or maintained within the Condominium.

h. Personal Property. No Owner shall display, hang, or store any clothing, sheets, blankets, laundry, or other items of personal property outside a residence or ancillary building. This restriction shall not be construed to prohibit an Owner from placing and maintaining outdoor furniture and accoutrements and decorative foliage of a customary nature and appearance on a patio, deck, or balcony of a Unit, though no such furniture or other personal property shall be stored on any open patio, deck, or balcony that is visible from another Unit or from the Common Elements of the Project.

i. Firearms and Weapons. No Owner shall use or permit the use by any occupant, agent, tenant, invitee guest, or member of the Owner’s family of any firearms; air rifles; pellet guns; BB guns; bows and arrows; illegal fireworks; or other dangerous weapons, projectiles, or devices anywhere on or about the Property.

j. Recreational and Commercial Vehicles. No recreational vehicles, boats, or trailers shall be parked or stored in any garage if the storage would prevent full closure of the garage door or elsewhere on the Property without the written approval of the Association. No commercial vehicle, mobile home, trailer, house or camping trailer, tent shack, tool storage, shed, barn, tree house or other similar Structure shall be placed on a Unit at any time either temporary or permanently. No snowmobile, all-terrain vehicle, or other motorized recreational vehicle shall be operated on the Property. No maintenance or repair shall be performed on any

boat or recreational vehicle except within a garage or residence which is totally isolated from public view.

k. Recreational Facilities. No above-ground pools, tennis courts, or dog runs will be permitted on any Unit. All exterior hot tubs and spas must be approved by the Developer or the Review Committee before installation.

l. Trash Containers and Pick Up. All trash shall be placed in containers approved by the Review Committee and kept inside the garage or other fully enclosed area except for short periods of time reasonably necessary to permit collection.

m. Use of Common Elements. The General Common Elements shall not be used for the storage of supplies or personal property (except for the short periods of time that are reasonably necessary to permit the placement of trash for collection the next day). No Owner shall in any way restrict access to any utility line or other area that must be accessible to service the Common Elements or that affects an Association responsibility in any way. In general, no activity shall be carried on or condition maintained by any Owner either in the Owner's Unit or on the Common Elements that despoils the appearance of the Condominium.

n. Application of Restrictions. Unless arbitration is elected pursuant to these Bylaws, a dispute or question whether a violation of any specific regulation or restriction in this section has occurred shall be submitted to the Board of Directors of the Association, which shall conduct a hearing and render a decision in writing, which shall be binding on all owners and other parties with an interest in the Project.

o. Decks, Patios, Balconies, and Accessory Structures. Any deck, patio, balcony, and/or accessory structure located within a Condominium Unit shall not be located on or encroach into any easement or the General Common Elements of the Project. No Unit Owner shall construct or cause to be constructed any deck, patio, balcony, and/or accessory structure without the prior written approval by the Developer or Review Committee.

8.4 Zoning Compliance. In addition to the restrictions in Section 8, the use of any Unit or structure on the Property must satisfy the requirements of the zoning ordinances of the municipality where the Project is located in effect at the time of the contemplated use unless a variance for the use is obtained from a unit of government with jurisdiction over the use of the Unit and Property.

8.5 Rules of Conduct. Additional rules and regulations consistent with the Act, the Master Deed, and these Bylaws concerning the use of Units and Common Elements may be promulgated and amended by the Board. Copies of the rules and regulations must be furnished by the Board to each Owner at least 10 days before their effective

date and may be revoked at any time by the affirmative vote of the Board or 60 percent or more of all Owners.

8.6 Enforcement by Developer. The Project shall at all times be maintained in a manner consistent with the highest standards of a private residential community used and occupied for the benefit of the Owners and all other persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligations to maintain, repair, replace, and landscape in a manner consistent with the maintenance of such standards, Developer, or any person to whom it assigns this right, may, at its option, elect to maintain, repair, or replace any Common Elements or to do any landscaping required by these Bylaws and to charge the cost to the Association as an expense of administration. Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period, and this right of enforcement shall include (without limitation) an action to restrain the Association or any Owner from any prohibited activity.

8.7 Owner Enforcement. An aggrieved Owner will also be entitled to compel enforcement of the Condominium Documents by an action for injunctive relief or damages against the Association, its officers, or another Owner in the Project.

8.8 Remedies on Breach. In addition to the remedies granted by Section 5.5 for the collection of assessments, the Association shall have the right, in the event of a violation of the restrictions on use and occupancy imposed by this Section 8, to enter the Unit and to remove or correct the cause of the violation. The entry will not constitute a trespass, and the Owner of the Unit will reimburse the Association for all costs of the removal or correction. Failure to enforce any of the restrictions in this section will not constitute a waiver of the right of the Association to enforce restrictions in the future.

8.9 Reserved Rights of Developer. The restrictions in this section shall not apply to the commercial activities of Developer during the Development and Sale Period. Developer shall also have the right to maintain a sales office, advertising display sign, storage areas, and reasonable parking incident to its sales efforts and to reasonable access to, from, and over the Property to enable development and sale of the entire Project.

8.10 Assignment and Succession. Developer may be assigned any of the rights granted to or reserved by it in the Condominium Documents or by law to any other entity or to the Association. Any assignment or transfer shall be made by an appropriate document in writing, signed by Developer and recorded in the register of deeds office for the county where the Project is located. On qualification, the assignee will have the same rights and powers as those granted to or reserved by Developer in the Condominium Documents.

Section 9. MORTGAGES

9.1 Notice to the Association. Any Owner who mortgages a Unit shall notify the Association of the name and address of the mortgagee (in this section, the Mortgagee), and the Association will maintain this information. The information relating to Mortgagees will be made available to Developer or its successors as needed to obtain consent from or give notice to Mortgagees concerning actions requiring consent from or notice to Mortgagees under the Condominium Documents or the Act.

9.2 Insurance. The Association shall notify each of the Mortgagees of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief, with the amounts of the coverage.

9.3 Rights of Mortgagees. Except as otherwise required by applicable law or regulations, a Mortgagee of a Unit will be granted the following rights:

a. **Inspection and Notice.** On written request to the Association, a Mortgagee will be entitled (i) to inspect the books and records relating to the Project on reasonable notice, (ii) to receive a copy of the annual financial statement that is distributed to Owners; (iii) to notice of any default under the Condominium Documents by its mortgagor in the performance of the mortgagor's obligations that is not cured within 30 days; and (iv) to notice of all meetings of the Association and its right to designate a representative to attend the meetings.

b. **Exemption from Restrictions.** A Mortgagee that comes into possession of a Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure shall be exempt from any option or right of first refusal on the sale or rental of the mortgaged Unit in the Condominium Documents.

9.4 Additional Notification. When notice is to be given to a Mortgagee, the Board of Directors shall also give such notice to the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration, the Farmer's Home Administration, the Government National Mortgage Association, and any other public or private secondary mortgage market entity participating in purchasing or guarantying mortgages of Units in the Condominium if the Board of Directors has notice of their participation.

Section 10. LEASES

10.1 Notice of Lease. An Owner, including Developer, who intends to lease a Unit shall disclose that fact in writing to the Association at least 10 days before presenting a lease form to the prospective tenant and, at the same time, shall supply the

Association with a copy of the lease form. No Unit shall be leased for a period of less than one (1) year without the prior written consent of the Association.

10.2 Terms of Lease. All occupants of a Unit shall comply with all the conditions of the Condominium Documents of the Project, and all lease and rental agreements must require compliance.

10.3 Remedies of the Association. If the Association determines that any non-Owner occupant has failed to comply with any conditions of the Condominium Documents, the Association may take the following action:

a. **Notice.** The Association shall notify the Owner by certified mail advising of the alleged violation by the non-Owner occupant.

b. **Investigation.** The Owner will have 15 days after receipt of the notice to investigate and correct the alleged breach by the non-Owner occupant or to advise the Association that a violation has not occurred.

c. **Legal Action.** If, after 15 days the Association believes that the alleged breach has not been cured or may be repeated, it may institute an action for eviction against the non-Owner occupant and a simultaneous action for money damages (in the same or in a separate action) against the Owner and the non-Owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this section may be by summary proceeding. The Association may hold both the non-Owner occupant and the Owner liable for any damages to the Common Elements caused by the Owner or the non-Owner occupant in connection with the Unit or the Project.

10.4 Liability for Assessments. If an Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a non-Owner occupant occupying the Owner's Unit under a lease or rental agreement and the non-Owner occupant, after receiving such notice, shall deduct from rental payments due the Owner the full arrearage and future assessments as they fall due and pay them to the Association. Such deductions shall not be a breach of the lease agreement by the non-Owner occupant.

Section 11. TRANSFER OF UNITS

11.1 Unrestricted Transfers. An individual Owner may, without restriction under these Bylaws, sell, give, devise, or otherwise transfer the Owner's Unit or any interest in the Unit.

11.2 Notice to Association. Whenever an Owner sells, gives, devises, or otherwise transfers the Owner's Unit or any interest in the Unit, the Owner shall give written notice to the Association within five days after consummating the transfer. The notice shall be accompanied by documents evidencing the title or interest transferred.

Section 12. ARBITRATION

12.1 Submission to Arbitration. Any dispute, claim, or grievance arising out of or relating to the interpretation or application of the Master Deed, Bylaws, or other Condominium Documents and any disputes, claims, or grievances arising among or between Owners or between Owners and the Association may, on the election and written consent of the parties to the dispute, claim, or grievance and written notice to the Association, be submitted to arbitration; and the parties shall accept the arbitrator's decision and award as final and binding. The Arbitration Rules for the Real Estate Industry of the American Arbitration Association, as amended and in effect from time to time, shall apply to all such arbitrations.

12.2 Disputes Involving Developer. A contract to settle by arbitration may also be executed by Developer and any claimant for any claim against Developer that might be the subject of a civil action, provided as follows:

a. **Buyer's Option.** At the exclusive option of a Buyer or an Owner in the Project, Developer shall execute a contract to settle by arbitration any claim that might be the subject of a civil action against Developer that involves an amount less than \$2,500 and arises out of or relates to a purchase agreement, a Unit, or the Project.

b. **The Association's Option.** At the exclusive option of the Association of Owners, Developer shall execute a contract to settle by arbitration any claim that might be the subject of a civil action against Developer that arises out of or relates to the Common Elements of the Project if the amount of the claim is \$10,000 or less.

12.3 Preservation of Rights. Election by any Owner or by the Association to submit any dispute, claim, or grievance to arbitration shall preclude that party from litigating the dispute, claim, or grievance in the courts. Except as provided in this section, however, all interested parties shall be entitled to petition the courts to resolve any dispute, claim, or grievance in the absence of an election to arbitrate.

Section 13. OTHER PROVISIONS

13.1 Definitions. All terms used in these Bylaws will have the same meaning assigned by the Master Deed to which the Bylaws are attached or as defined in the Act.

13.2 Severability. If any of the terms, provisions, or covenants of these Bylaws or of any Condominium Document are held to be partially or wholly invalid or unenforceable for any reason, that holding shall not affect, alter, modify, or impair any of the other terms, provisions, or covenants of the documents or the remaining portions of any terms, provisions, or covenants held to be partially invalid or unenforceable.

13.3 Notices. Notices provided for in the Act, Master Deed, or Bylaws shall be in writing and shall be addressed to the Association at its registered office in the State of Michigan and to any Owner at the address in the deed of conveyance or at another address subsequently provided. The Association may designate a different address for notices to it by giving written notice of the change of address to all Owners. Any Owner may designate a different address for notices by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by U.S. mail with postage prepaid or when delivered in person.

13.4 Amendment. These Bylaws may be amended, altered, changed, added to, or repealed only in the manner prescribed by section 10 of the Master Deed.

13.5 Conflicting Provisions. In the event of a conflict between the Act (or other laws of the State of Michigan) and any Condominium Document, the Act (or other laws of the State of Michigan) shall govern. In the event of a conflict between the provisions of any one or more of the Condominium Documents themselves, the following order of priority shall be applied, and the provisions of the document having the highest priority shall govern:

1. the Master Deed, including the Condominium Subdivision Plan but excluding these Bylaws
2. these Condominium Bylaws
3. the Articles of Incorporation of the Association
4. the Association Bylaws
5. the Rules and Regulations of the Association (if any)



LETTER TO THE LIVONIA CITY COUNCIL

2.

Council Office
October 2, 2023

MEETING DATE

COW112023/R120423

PREPARED BY

Sara Kasproicz, Council Office Manager,

AGENDA ITEM

The subject matter of city user fees. (CR 221-23)

BACKGROUND DETAILS

At the Regular Meeting of July 24, 2023:

On a motion by Councilmember Donovic, supported by Vice President Toy, and unanimously adopted it was:

#221-23 RESOLVED, that upon the motion by Councilmember Rob Donovic, seconded by Council Vice President Laura Toy, at the Regular Meeting held July 24, 2023, the Council does hereby refer the subject matter of city user fees to the Committee of the Whole for its report and recommendation

PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

To discuss the subject matter of city user fees.

ATTACHMENTS

1. R072423 Subject matter of city user fees to COW CR 221-23

APPROVED BY

Regular Meeting Minutes of July 24, 2023

On a motion by Councilmember Donovic, supported by Vice President Toy, and unanimously adopted it was:

#221-23 RESOLVED, that upon the motion by Councilmember Rob Donovic, seconded by Council Vice President Laura Toy, at the Regular Meeting held July 24, 2023, the Council does hereby refer the subject matter of city user fees to the Committee of the Whole for its report and recommendation.

<i>RESOLUTION REQUESTED BY COUNCILMEMBER R. DONOVIC (Regular Meeting of July 24, 2023)</i>

Motion:	Donovic
Second:	Toy
Ayes:	Toy, Bahr, Donovic, Morgan, McCullough, McIntyre, Jolly
Nays:	None
Absent:	None



LETTER TO THE LIVONIA CITY COUNCIL

3.

Council Office
October 2, 2023

MEETING DATE

COW112023/R120423

PREPARED BY

Sara Kasprowicz, Council Office Manager,

AGENDA ITEM

The subject matter of the vacant and abandoned fee schedule. (CR 130-23)

BACKGROUND DETAILS

At the Regular Meeting of May 8, 2023:

On a motion by Councilmember McCullough, supported by Vice President Toy and unanimously adopted, it was:

#130-23 RESOLVED, that upon the motion by Councilmember Brandon McCullough, seconded by Council Vice President Laura Toy, at the Regular Meeting held May 8, 2023, the Council does hereby refer the subject matter of the vacant and abandoned fee schedule to the Committee of the Whole for its report and recommendation.

PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

To discuss the subject matter of the vacant and abandoned fee schedule.

ATTACHMENTS

1. COW100923 LTC Vacant and abandoned fee schedule

APPROVED BY



LETTER TO THE LIVONIA CITY COUNCIL

3.

Council Office
October 2, 2023

MEETING DATE

PREPARED BY

Sara Kasprowicz, Council Office Manager,

AGENDA ITEM

The subject matter of the vacant and abandoned fee schedule. (CR 130-23)

BACKGROUND DETAILS

PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

SPECIFIC NAME OF PRODUCT AND NUMBER TO BE PURCHASED (if more than one)

CONTRACT: Amount and/or purchase price and length of contract (with dates if applicable)

DETAILED WORK BEING PERFORMED

FISCAL CONSIDERATIONS (Amount requested and Account(s) used. If applicable, Grant Funding information)

ACCEPTANCE OF BID (Please detail the following: Why accepted, why not lowest bidder, company name, contact person, full address)

REASON TO WAIVE BID PROCESS (Emergency, Professional services, No advantage to City and why, Consortium package, etc):

ATTACHMENTS

None

APPROVED BY