

AGENDA OF THE CITY OF LIVONIA ZONING BOARD OF APPEALS
January 23, 2024 – 7:00 p.m.
Livonia City Hall Auditorium
33000 Civic Center Drive, Livonia, MI

AGENDA ITEM(S):

1. **APPEAL CASE NO. 2023-08-20, Adnan Halaweh, 34108 Schoolcraft Road (Tabled on September 26, 2023):** seeking to construct a detached accessory building resulting in excess total building area and excess height.
2. **APPEAL CASE NO. 2024-01-06, Lyndon Park Development, LLC on behalf of Stuart Michaelson, 28201 Lyndon Street:** Seeking to erect two (2) monument entranceway signs to a new residential development where only one is permitted, resulting in excess signs, excess height and deficient set back from public right of way and easement lines.
3. **APPEAL CASE NO. 2024-01-07, Barbara Vicars, 163365 Westbrook Street:** Seeking to erect a six-foot tall vinyl privacy fence to enclose a side door beyond the midpoint, between the front and back building line, which is not allowed.
4. **APPEAL CASE NO 2024-01-08, Brad Karcho, 19985 Parker Street:** Seeking to erect a detached accessory building, resulting in excess building area and height.

*Public comments may be sent to the ZBA Office at 33000 Civic Center Drive,
Livonia, MI and include name, address, and signature.*

In accordance with Title II of the American with Disabilities Act as it pertains to access to Public Meetings, the Livonia ZBA Office, upon adequate notice, will make reasonable accommodations for persons with special needs. Please call 734-466-2250 if you need assistance. ZBA agendas are available on the City's website – www.livonia.gov - under Your Government, Boards & Commissions L-Z, Zoning Board of Appeals, Agendas & Minutes.

ZONING BOARD OF APPEALS

ZONING BOARD MEMBERS

GREGORY G. COPPOLA, Chairman
JAMES M. BARINGHAUS, Vice Chairman
TIMOTHY J. KLISZ, Secretary
CHRISTOPHER N. BOLOVEN
TAMARA OLIVERIO
MARTHA PTASHNIK
MICHAEL A. TESTA



33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2250

MAYOR

MAUREEN MILLER BROSNAN

COUNCIL MEMBERS

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

PUBLIC NOTICE JANUARY 5, 2024

APPEAL CASE NO. 2023-08-20, 34108 Schoolcraft Rd (Tabled on September 26, 2023):
an appeal was made to the Zoning Board of Appeals by Adnan Halaweh, seeking to construct a detached accessory building resulting in excess total accessory building area.

Accessory Building Area:

Allowed: 920 sq. ft.
Proposed: (additional) 1491 sq. ft. Excess: 571 sq. ft.

This Medium Density Residential property is located on the north side of Schoolcraft (34108), between Ashurst Street and Stark Road, Lot. No. 084-02-0039-000, N2, Neighborhood District, rejected by the Inspection Department under Livonia Zoning Ordinance, Section 7.09 (1) A) Residential Accessory Buildings, Maximum Size.

THE LAW REQUIRES THAT OWNERS OF PROPERTY LOCATED WITHIN 300 FEET OF THIS PROPERTY BE NOTIFIED OF THIS REQUEST IN WRITING. THIS IS YOUR NOTIFICATION.

This appeal will be heard at a public hearing to be held in the **Auditorium on the first floor of City Hall on Tuesday, January 23, 2024, at 7:00 p.m.**, at which time comments may be directed to the Board during audience participation. When replying by mail, write your comments on the back of this notice and address it to the City of Livonia, Zoning Board of Appeals, 33000 Civic Center Drive, Livonia, MI 48154. All written comments are read at the meeting and become part of the record.

ZONING BOARD OF APPEALS,

Timothy Klisz, Secretary

Petitioner will incur a \$100 rescheduling fee for every failure to appear.
In accordance with Title II of the Americans with Disabilities Act as it pertains to access to Public Meetings, the Zoning Board of Appeal's Office of the City of Livonia, upon adequate notice, will make reasonable accommodations for persons with special needs.
Please call 734-466-2250 if you need assistance.

Case No: 2023-08-20
Meeting Date: January 23, 2024

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Signature: _____

Address:

BREAK - 8:48 PM
RESUME - 8:53 PM

Meeting Date: September 26, 2023

4. **APPEAL CASE NO. 2023-08-20, Adnan Halaweh, 34108 Schoolcraft Rd:** seeking to construct a detached accessory building resulting in excess total building area and excess height.

Motion To:		Comments:
Support		
Deny		
Table	☒	
Other		

Motion	Support	ZBA Board Member	Yes	No	Tabled	Absent
		Greg Coppola - Chairman		☒		
☒		Jim Baringhaus - Vice Chairman	☒			
_____		Timothy Klisz - Secretary	_____	_____	_____	☒
_____		Christopher Boloven	_____	_____	_____	☒
		Tamara Oliverio	☒			
		Martha Ptashnik	☒			
	☒	Michael Testa	☒			

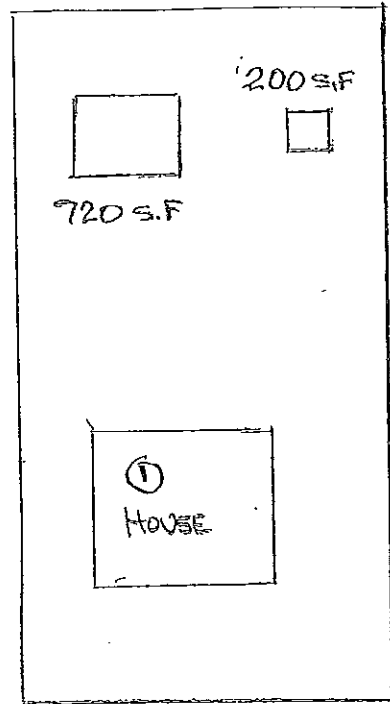
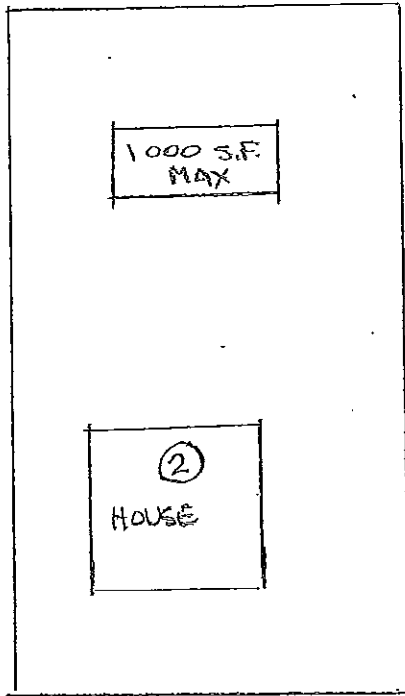
CONDITIONS

- 1.
- 2.
- 3.
- 4.

ZBA Secretary: *Jim B. f Baylen* 9/26/23

ACCESSORY BUILDING OPTIONS (LY 21; SECTION 7.09)

NOT TO SCALE
SF = SQUARE FOOTAGE

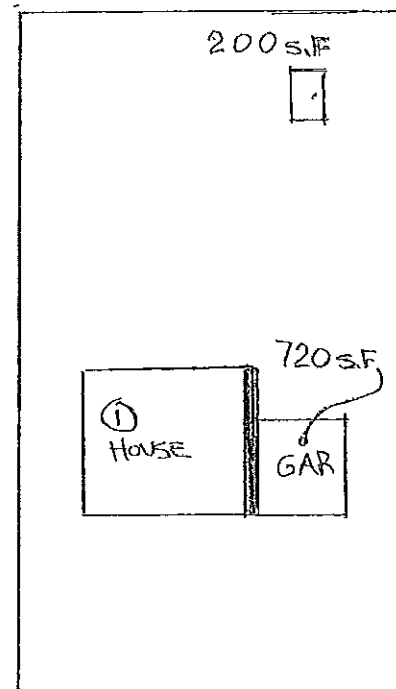
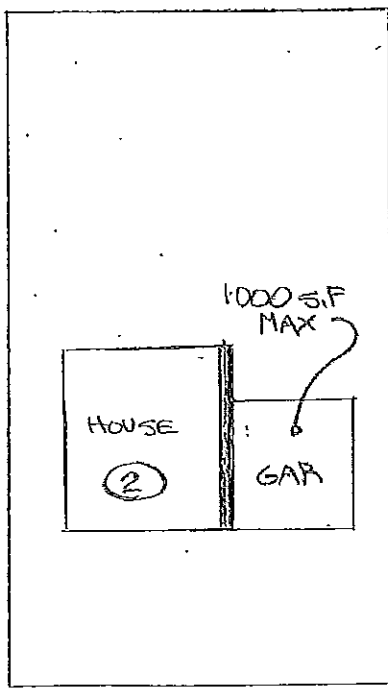


OPTION 'A'

OPTION 'B'

NOTE:

- ① HOUSE SIZE: 720 S.F. (GROUND FLOOR) MINIMUM
- ② HOUSE SIZE: 1000 S.F. (GROUND FLOOR) MINIMUM
- ALL LOT AREAS: LESS THAN 1/2 ACRE



OPTION 'C'

OPTION 'D'

ZONING BOARD OF APPEALS

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JAMES M. BARINGHAUS, Vice Chairman
TIMOTHY J. KLISZ, Secretary
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ROB GJONAJ DONOVIC
BRANDON MCCULLOUGH
KATHLEEN E. MCINTYRE
SCOTT MORGAN

PUBLIC NOTICE SEPTEMBER 8, 2023

APPEAL CASE NO. 2023-08-20, 34108 Schoolcraft Rd: an appeal was made to the Zoning Board of Appeals by Adnan Halaweh, seeking to construct a detached accessory building resulting in excess total building area and excess height.

Accessory Building Area:

Allowed: 920 sq. ft.
Proposed: (additional) 1520 sq. ft. (841
sq ft existing, 2334 sq ft total) Excess:
1414 sq. ft.

Accessory Building Height:

Allowed: 16 ft.
Proposed: 20.2 ft.
(22.7 ft. overall height)
Excess: 2.5 ft.

This Medium Density Residential property is located on the north side of Schoolcraft (34108), between Ashurst Street and Stark Road, Lot. No. 084-02-0039-000, N2, Neighborhood District, rejected by the Inspection Department under Livonia Zoning Ordinance, Section 7.09 (1) A), B) Residential Accessory Buildings, Maximum Size, Height.

THE LAW REQUIRES THAT OWNERS OF PROPERTY LOCATED WITHIN 300 FEET OF THIS PROPERTY BE NOTIFIED OF THIS REQUEST IN WRITING. THIS IS YOUR NOTIFICATION.

This appeal will be heard at a public hearing to be held in the **Auditorium on the first floor of City Hall on Tuesday, September 26, 2023, at 7:00 p.m.**, at which time comments may be directed to the Board during audience participation. When replying by mail, write your comments on the back of this notice and address it to the City of Livonia, Zoning Board of Appeals, 33000 Civic Center Drive, Livonia, MI 48154. All written comments are read at the meeting and become part of the record.

ZONING BOARD OF APPEALS,

Timothy Klisz, Secretary

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2023-08-20
September 26, 2023

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Address:



CITY OF LIVONIA

INSPECTION DEPARTMENT

REJECTION OF APPLICATION FOR PERMIT

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154
421-2000

BASED ON NONCONFORMITY TO LIVONIA ORDINANCE

1 8/22/23 OMIT

Applicant SAME AS OWNER Address 313-358-7176
Owner ADMAN HALAWEH Address 34108 SCHOOLCRAFT, LIVONIA, MI 48150
Lessee --- Address ---
Location NORTH Side of 34108 SCHOOLCRAFT Street
Between ASHURST And STARK
Lot No./Parcel No. 084-02-0039-000 Subdivision HARDONS SCHOOLCRAFT EST. #1
Zoning District N2 Map No. SE21 Lot Size 127.8' x 225.3' (28,793 SF) Alley ---
Present Use RESIDENTIAL Proposed Use SAME
HOUSE / ATT. GAR. / SHED
Present Building Size 2632 SQ FT / 616 SQ FT / 198 SQ FT Proposed Building Size 38' x 40' (1520 SQ FT)
Present Height of Building ONE STORY Proposed Height 22'-8"
Allowable Lot Coverage 35% (10,078 SQ FT) Proposed Lot Coverage 17.2% (4966 SQ FT)

Proposal SEEKING TO BUILD A DETACHED ACCESSORY BUILDING RESULTING IN

1 OMIT [EXCESS NUMBER OF ACCESSORY BUILDINGS], TOTAL BUILDING AREA AND
EXCESS HEIGHT. [NUMBER OF ACCESSORY BUILDINGS ALLOWED: TWO;
PROPOSED: THREE; EXCESS: ONE.] ACCESSORY BUILDING AREA ALLOWED: 920 SQ FT;
PROPOSED: 2334 SQ FT (814 SQ FT EXISTING; 1520 SQ FT PROPOSED); EXCESS: 1414 SQ FT.
ACCESSORY BUILDING HEIGHT ALLOWED: 16 FEET; PROPOSED: 20.2 FEET (22.7 FEET
OVERALL HEIGHT); EXCESS: 2.5 FEET.

Reason for Rejection ZONING ORDINANCE, SECTION 7.09⁽¹⁾ (A), ~~(B)~~, ~~(C)~~

Deficient Side Yard	Deficient Front Yard	Deficient Rear Yard
Deficient Lot Area	Deficient Lot Area per Room	Encroachment
Excessive Lot Coverage	Excessive Height <u>7.09C</u> <u>2.5 FEET</u>	Increasing No. Units <u>ONE</u>
Use Prohibited	Deficient Parking Spaces	Increasing Area and Bulk <u>1414 SQ FT</u>

Remarks

Plans and Application examined by

Ry

Date

AUGUST 18, 2023

ZONING EXAMINER

RECEIVED

AUG 17 2023

Inspection Department
City of Livonia

APPLICATION FOR VARIANCE

Adnan Halaweh 34108 Schoolcraft Rd Livonia MI 48150 313-358-7176
(Owner of Premises) (Street Address) (City) (Zip Code) (Telephone) (Fax)

(Lessee) (Street Address) (City) (Zip Code) (Telephone) (Fax)

(Contractor) (Street Address) (City) (Zip Code) (Telephone) (Fax)

The property address is 34108 Schoolcraft Rd. Livonia MI, 48150

Please note that if you need more space to answer any of the following questions, you may use a separate page or the back of this page. Simply identify your response(s) with the number of the question you are responding to.

1. Are there any deed restrictions or subdivision rules or restrictions on the property? If so, what are they? NO

2. Give legal description of property involved, or attach a deed or other document which contains the legal description of the property:

A variance can only be granted if a hardship or practical difficulty with the property makes the variance necessary. Under the City's Zoning Ordinance, a practical difficulty exists only if (a) the difficulty is exceptional and peculiar to the property, and does not exist generally throughout the City, (b) the difficulty involves more than mere inconvenience, inability to earn a higher financial return, or both, and (c) the variance would be fair to the neighbors and others who might be affected, as well as those who do not have this variance.

3. Please explain how the practical difficulty you claim is unique to your property, and does not exist elsewhere in the City:
I own an RV and do not have proper storage for it. My Garage and Shed cannot fit the RV in it

4. Please describe what the difficulty involves beyond mere inconvenience or inability to earn a higher financial return:
Without a barn for RV storage I will be forced to store my RV somewhere away from my property

5. Explain why you think this variance would be fair to the neighbors and others who might be affected. This barn would not affect my neighbors in any way. I have talked with my neighbors about it and they are okay with it.

6. Have you sought an amendment to the zoning ordinance which would permit your proposed project under your current zoning? If yes, please describe the outcome of this process:

7. If you have not attempted to have the zoning ordinance amended, why hasn't this attempt been made? I wasn't aware of any laws restricting me from building a barn in my back yard

8. Have you attempted to have the property rezoned? If yes, please describe the outcome of the rezoning process: NO

9. If you have not attempted to have the property rezoned, why hasn't this attempt been made? The site is not in a different zoning district

Please see the separate instruction sheet for plans, fees, and other information which should be submitted with the application. Note that if an agent or attorney signs the application on behalf of the owner, said agent or attorney must provide written proof of his or her authority to act on the owner's behalf. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THE ZONING BOARD OF APPEALS MEETING. NON-ATTENDANCE BY ANY INTERESTED PARTY MAY RESULT IN YOUR CASE BEING TABLED AND THE APPROPRIATE FEE BEING ASSESSED.

OWNER'S AFFIDAVIT

COUNTY OF WAYNE)
STATE OF MICHIGAN)

The undersigned being duly sworn, deposes and says that the foregoing statements and answers herein contained and accompanying information and data are in all respects true and correct to the best of (his/her) knowledge and belief, and that the undersigned personally undertakes to see that the property will be used and developed in compliance with all applicable ordinances and any conditions imposed in connection with any variance which may be granted in response to this application.

Signature of property owner: Adnan Halawe

Please print name of property owner: ADNAN HALAWEH

NOTE: Please provide Letter of Authorization on official letterhead if not signed by owner of the property, as well as the deed and property transfer affidavit.

Subscribed and sworn to before me this _____ day of _____, 20__.

(Notary Public, Wayne County, Michigan)

My Commission expires _____

Any decision of the Board favorable to the applicant will remain valid only as long as the information or data relating thereto are found to be correct and the conditions upon which the resolution was based are maintained.

NOT TO BE COMPLETED BY APPLICANT

Petitioner makes application for a Hearing, seeking to (reverse, modify, or affirm) the (order, decision) of the Department of Inspection, dated 8/18/2023, which reads as follows:
ZONING ORDINANCE, SECTION 2.09 A), B), C)

I certify that (a) the petitioner is not in violation of any ordinance other than the provision(s) sought to be waived in the foregoing application, (b) all applicable fees have been paid, and (c) I have examined the foregoing application, and find that said application is complete, and that the City Zoning Ordinance, Ordinance No. 543, as amended, prohibits the proposed project unless a variance is granted by the Zoning Board of Appeals.

By

(Supervisor)

Application for permit filed NO

Violation Issued NO

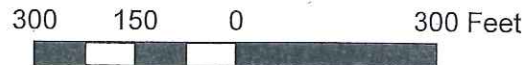
ZONING MAP

LEGEND

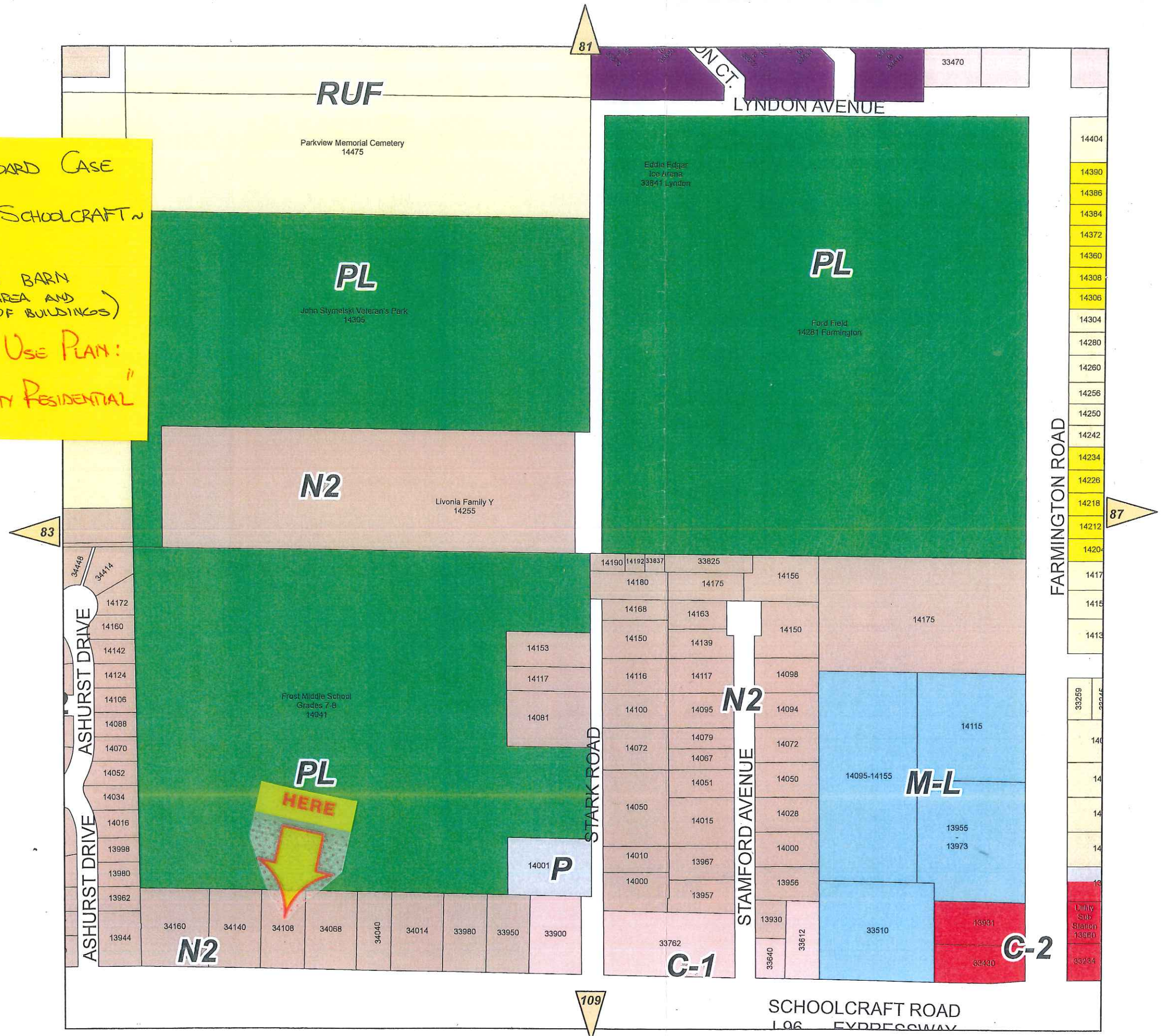
Zoning Districts

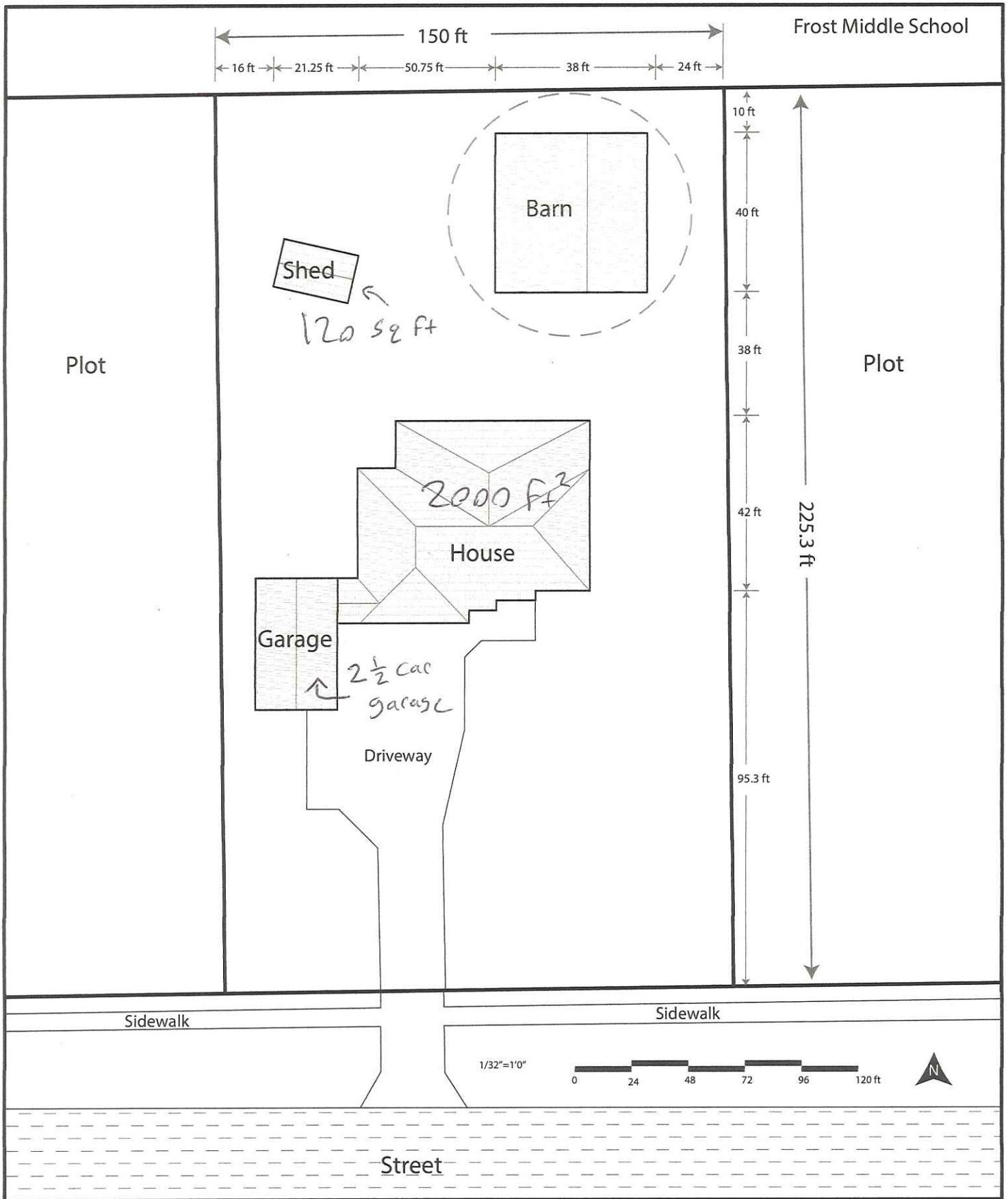
- RUF Rural Urban Farm
- N1 Neighborhood
- N2 Neighborhood
- NM1 Neighborhood Multifamily
- NM2 Neighborhood Multifamily
- NM3 Neighborhood Multifamily
- P Parking
- C-1 Local Business
- C-2 General Business
- C-3 Highway Services
- C-4 High Rise Commercial
- M-L Manufacturing Limited
- M-1 Light Manufacturing
- M-2 General Manufacturing
- P-L Public Lands
- NP Nature Preserves

S.E. 1/4 Section 21
City of Livonia
T. 1 south, R. 9 east
Wayne County, Michigan
Copyright 2001, City of Livonia

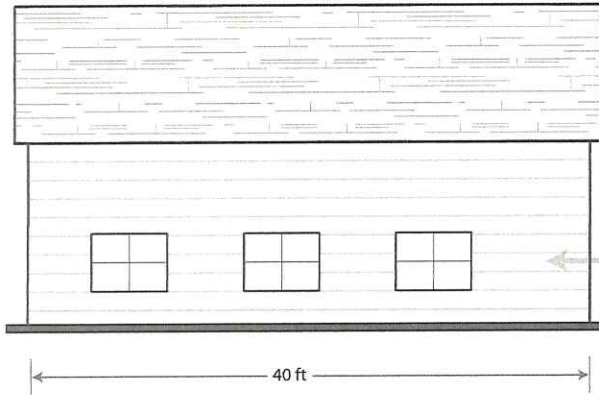


ZONING BOARD CASE
~ 34108 SCHOOLCRAFT ~
RE: DETACHED BARN
(EXCESS AREA AND
NUMBER OF BUILDINGS)
FUTURE LAND USE PLAN:
"MEDIUM DENSITY RESIDENTIAL"



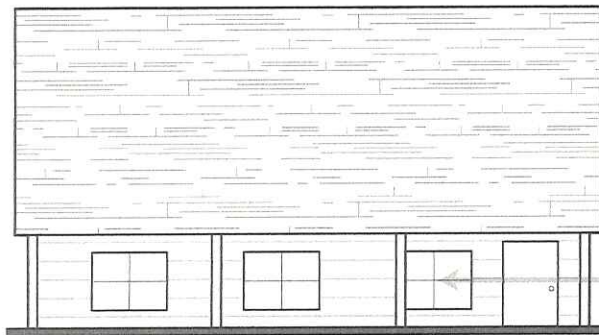


34108 Schoolcraft Rd, Livonia MI, 48150
Site Plan



Atlas Castlebrook Architectural
Roofing Shingles
Color: Desert Shake/ Light Brown
(to match house)

Concord Double 4" x 12' 6" Dutch
Lap Vinyl Siding
Color: White (to match house)



Northview 22"W x 29"H Fixed
White Vinyl Barn Sash with 4-Lite
Single Pane Glass

1/16" = 1'0"



Northview 24"W x 29"H Fixed
White Vinyl Barn Sash with 4-Lite
Single Pane Glass

Barn Door - Walnut

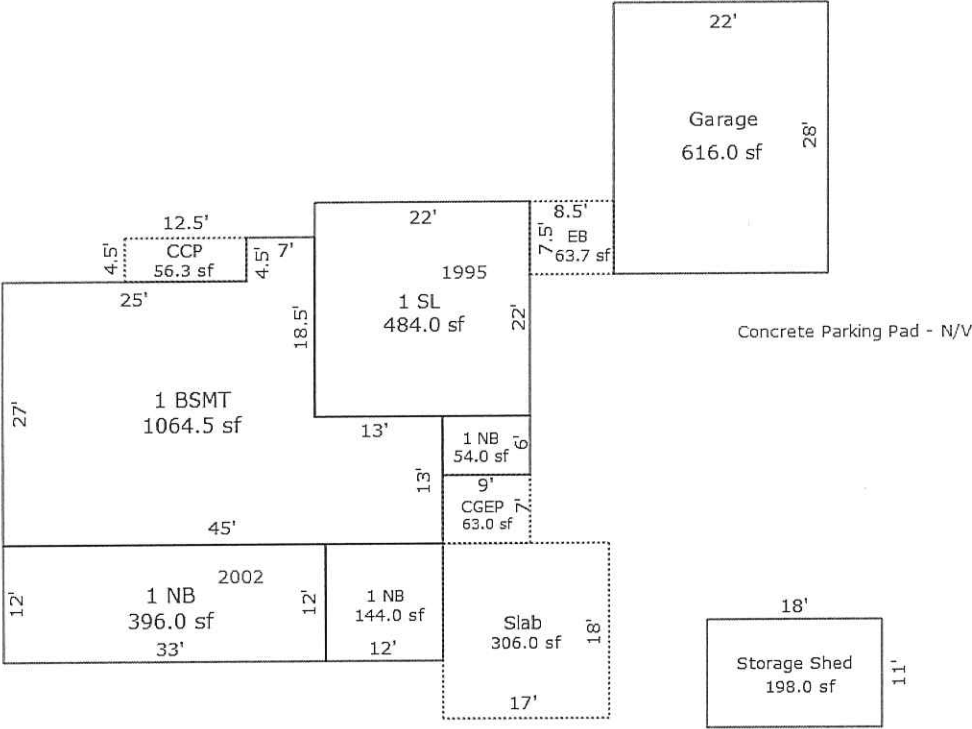


1/8" = 1'0"



We will be performing maintenance starting on Friday 8/18 at 5:00 PM EST that will continue until the afternoon on Saturday. We apologize for the inconvenience.

Image/Sketch for Parcel: 084 02 0039 000



Sketch by Apex Sketch

****Disclaimer:** BS&A Software provides BS&A Online as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.

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LIMITED POWER OF ATTORNEY

To Whom It May Concern:

Please be advised that I, Adnan Halaweh,
of _____

Address: 34108 Schoolcraft City Livonia State MI

Zip Code 48150 Telephone # 313-231-1215 do hereby appoint

Alaa Halaweh as my attorney in fact for the
explicit purpose of executing documents in my stead, specifically builders/contractors
registration with Governmental units, and executing permit applications with said
Governmental units.

This limited power of attorney, hereinafter LPA, would be authorized for other associated
documents that may be required to be executed by myself by said Governmental units in
connection with the registration or permit applications.

Alaa Halaweh will sign my name and also sign their
name as attorney-in-fact and attach a true copy of this document and it will have the same
effect and standing as if I had executed the document in person. If multiple persons are
listed only one person is required to execute the LPA

This LPA will expire on Indefinitely

If this LPA is revoked or modified prior to expiry date, grantor agrees to immediately
notify, in writing, all entities given this LPA of said revocation or modification, without
said notice the LPA will continue until expiry date.

End of LPA.

Signed: Adnan Halaweh Dated: 8-17-23

Statement of Notary

Wayne County, Michigan

On this 17TH day of August, 2023,

ADNAN HALAWEH, known to me, personally
appeared before me and signed and executed this document of his/her own free will.

VIA VIDEO

My commission expires: 8.25.28

Notary signature: Karen D. Thompson

Wayne County, Michigan

Printed name: KAREN D. THOMPSON

If a Corporation, this must be completed by license holder/qualifying officer.

This form is issued under authority of
P.A. 415 of 1994. Filing is mandatory.

Property Transfer Affidavit

This form must be filed whenever real estate or some types of personal property are transferred (even if you are not recording a deed). It is used by the assessor to ensure the property is assessed properly and receives the correct **taxable value**. It must be filed by the new owner with the **assessor for the city or township** where the property is located within **45 days** of the transfer. If it is not filed timely, a penalty of \$5/day (maximum \$200) applies. The information on this form is NOT CONFIDENTIAL.

1. Street Address of Property 34108 SCHOOLCRAFT	2. County WAYNE	4. Date of Transfer (or land contract was signed) 12/5/16
3. City/Township/Village of Real Estate LIVONIA	☒ City ☐ Township ☐ Village	5. Purchase Price of Real Estate
6. Property Identification Number (PIN). If you don't have a PIN, attach legal description. 46-084-02-0039-000		PIN. This number ranges from 10 to 25 digits. It usually includes hyphens and sometimes includes letters. It is on the property tax bill and on the assessment notice.
7. Seller's (Transferor) Name Adnan Halaweh and Rasmieh Halaweh		8. Buyer's (Transferee) Name and Mailing Address Adnan Halaweh and Rasmieh Halaweh 34108 Schoolcraft, Livonia, MI 48150
Items 9 - 14 are optional. However, by completing them you may avoid further correspondence. <u>Transfers</u> include deeds, land contracts, transfers involving trusts or wills, certain long-term leases and interest in a business. See the back for a complete list.		8a. Buyer's (Transferee) Telephone Number (313) 231-1214
10. Was this property purchased from a financial institution? ☐ Yes ☒ No		9. Type of <u>Transfer</u> ☐ Land Contract ☐ Lease ☒ Deed ☐ Other (specify) _____
11. Is the transfer between related persons? ☒ Yes ☐ No		12. Amount of Down Payment
13. If you financed the purchase, did you pay market rate of interest? ☐ Yes ☐ No		14. Amount Financed (Borrowed)

EXEMPTIONS

The Michigan Constitution limits how much a property's **taxable value** can increase while it is owned by the same person. Once the property is transferred, the **taxable value** must be adjusted by the assessor in the following year to 50 percent of the property's usual selling price (State Equalized Value). Certain types of transfers are exempt from adjustment. Below are brief descriptions of the types of exempt transfers; full descriptions are in MCL Section 211.27a(7)(a-n). If you believe this transfer is exempt, indicate below the type of exemption you are claiming. If you claim an exemption, your assessor may request more information to support your claim.

- ☒ transfer from one spouse to the other spouse
☒ change in ownership solely to exclude or include a spouse
☐ transfer of that portion of a property subject to a life lease or life estate (*until* the life lease or life estate expires)
☐ transfer to effect the foreclosure or forfeiture of real property
☐ transfer by redemption from a tax sale
☐ transfer into a trust where the settlor or the settlor's spouse conveys property to the trust and is also the sole beneficiary of the trust
☐ transfer resulting from a court order unless the order specifies a monetary payment
☐ transfer creating or ending a joint tenancy if at least one person is an original owner of the property (or his/her spouse)
☐ transfer to establish or release a security interest (collateral)
☐ transfer of real estate through normal public trading of stocks
☐ transfer between entities under common control or among members of an affiliated group
☐ transfer resulting from transactions that qualify as a tax-free reorganization
☐ transfer of qualified agricultural property when the property remains qualified agricultural property and affidavit has been filed.
☐ transfer of qualified forest property when the property remains qualified forest property and affidavit has been filed.
☐ transfer of land with qualified conservation easement (land only - not improvements)
☐ other, specify: _____

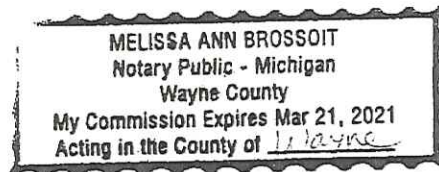
CERTIFICATION

I certify that the information above is true and complete to the best of my knowledge.

Owner's Signature Rasmieh Halaweh	Date 12/5/16	If signer is other than the owner, print name and title
Daytime Phone Number (513) 231-1214		E-mail Address

/s/ Melissa Ann Brossoit

Notary public, State of Michigan, County of WAYNE.
My commission expires 03/21/2021
Acting in the County of Wayne



Drafted by and when recorded return to:
David E Ghannam, Esq
15900 Michigan Ave, Ste 1
Dearborn, MI 48126

Send subsequent tax bills to:
Adnan and Rasmieh Halaweh
34108 Schoolcraft Rd
Livonia, MI 48150

Recording Fee:

Transfer Tax:

QUITCLAIM DEED

On December 5, 2016, ADNAN HALAWEH and RASMIEH HALAWEH, as husband and wife, whose address is 34108 Schoolcraft Rd, Livonia, MI 48150 (Grantors), quitclaim to ADNAN HALAWEH and RASMIEH HALAWEH, as husband and wife, whose address is 34108 Schoolcraft Rd, Livonia, MI 48150 (Grantee), the real property in the City of Livonia, Wayne County, Michigan, and described as

LOT 39, HERNDON'S SCHOOLCRAFT ESTATES NO. 1, AS
RECORDED IN LIBER 69, PAGE 100 OF PLATS, WAYNE COUNTY
RECORDS

Commonly Known as: 34108 Schoolcraft Rd,

TAX ID: 46-084-02-0039-000

(the Premises)

for \$10.00 or good and valuable consideration,

subject to any easements and building and use restrictions of record and the lien of taxes not yet due and payable.

This transfer is tax exempt pursuant to MCL 207.505(a), MCL 207.505(i), MCL 207.526(a) and MCL 207.526(i).

/s/ Adnan Halaweh
ADNAN HALAWEH

/s/ Rasmieh Halaweh
RASMIEH HALAWEH

STATE OF MICHIGAN)
WAYNE COUNTY)

Acknowledged before me in Wayne County, Michigan on December 5, 2016 by
ADNAN HALAWEH and his wife, RASMIEH HALAWEH.



CITY OF LIVONIA

INSPECTION DEPARTMENT

REJECTION OF APPLICATION FOR PERMIT

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154
421-2000

BASED ON NONCONFORMITY TO LIVONIA ORDINANCE

1 8/22/23 OMIT

Applicant SAME AS OWNER Address 313-358-7176
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Lessee --- Address ---
Location NORTH Side of 34108 SCHOOLCRAFT Street
Between ASHURST And STARK
Lot No./Parcel No. 084-02-0039-000 Subdivision HARDONS SCHOOLCRAFT EST. #1
Zoning District N2 Map No. SE21 Lot Size 127.8' x 225.3' (28,793 SF) Alley ---
Present Use RESIDENTIAL Proposed Use SAME
HOUSE / ATT. GAR. / SHED
Present Building Size 2632 SQ FT / 616 SQ FT / 198 SQ FT Proposed Building Size 38' x 40' (1520 SQ FT)
Present Height of Building ONE STORY Proposed Height 22'-8"
Allowable Lot Coverage 35% (10,078 SQ FT) Proposed Lot Coverage 17.2% (4966 SQ FT)

Proposal SEEKING TO BUILD A DETACHED ACCESSORY BUILDING RESULTING IN

1 OMIT [EXCESS NUMBER OF ACCESSORY BUILDINGS], TOTAL BUILDING AREA AND
EXCESS HEIGHT. [NUMBER OF ACCESSORY BUILDINGS ALLOWED: TWO;
PROPOSED: THREE; EXCESS: ONE.] ACCESSORY BUILDING AREA ALLOWED: 920 SQ FT;
PROPOSED: 2334 SQ FT (814 SQ FT EXISTING; 1520 SQ FT PROPOSED); EXCESS: 1414 SQ FT.
ACCESSORY BUILDING HEIGHT ALLOWED: 16 FEET; PROPOSED: 20.2 FEET (22.7 FEET
OVERALL HEIGHT); EXCESS: 2.5 FEET.

Reason for Rejection ZONING ORDINANCE, SECTION 7.09⁽¹⁾ (A), ~~(B)~~, ~~(C)~~

Deficient Side Yard _____ Deficient Front Yard _____ Deficient Rear Yard _____
Deficient Lot Area _____ Deficient Lot Area per Room _____ Encroachment _____
Excessive Lot Coverage OMIT 1 7.09C 2.5 FEET Increasing No. Units ONE
Use Prohibited _____ Deficient Parking Spaces _____ Increasing Area and Bulk 1414 SQ FT

Remarks _____

Plans and Application examined by Ry

Date AUGUST 18,

2023

ZONING EXAMINER

RECEIVED

AUG 17 2023

Inspection Department
City of Livonia

APPLICATION FOR VARIANCE

Adnan Halaweh 34108 Schoolcraft Rd Livonia MI 48150 313-358-7176
(Owner of Premises) (Street Address) (City) (Zip Code) (Telephone) (Fax)

(Lessee) (Street Address) (City) (Zip Code) (Telephone) (Fax)

(Contractor) (Street Address) (City) (Zip Code) (Telephone) (Fax)

The property address is 34108 Schoolcraft Rd. Livonia MI, 48150

Please note that if you need more space to answer any of the following questions, you may use a separate page or the back of this page. Simply identify your response(s) with the number of the question you are responding to.

1. Are there any deed restrictions or subdivision rules or restrictions on the property? If so, what are they? NO

2. Give legal description of property involved, or attach a deed or other document which contains the legal description of the property:

A variance can only be granted if a hardship or practical difficulty with the property makes the variance necessary. Under the City's Zoning Ordinance, a practical difficulty exists only if (a) the difficulty is exceptional and peculiar to the property, and does not exist generally throughout the City, (b) the difficulty involves more than mere inconvenience, inability to earn a higher financial return, or both, and (c) the variance would be fair to the neighbors and others who might be affected, as well as those who do not have this variance.

3. Please explain how the practical difficulty you claim is unique to your property, and does not exist elsewhere in the City:
I own an RV and do not have proper storage for it. My Garage and Shed cannot fit the RV in it

4. Please describe what the difficulty involves beyond mere inconvenience or inability to earn a higher financial return:
Without a barn for RV storage I will be forced to store my RV somewhere away from my property

5. Explain why you think this variance would be fair to the neighbors and others who might be affected. This barn would not affect my neighbors in any way. I have talked with my neighbors about it and they are okay with it.

6. Have you sought an amendment to the zoning ordinance which would permit your proposed project under your current zoning? If yes, please describe the outcome of this process:

7. If you have not attempted to have the zoning ordinance amended, why hasn't this attempt been made? I wasn't aware of any laws restricting me from building a barn in my back yard

8. Have you attempted to have the property rezoned? If yes, please describe the outcome of the rezoning process: NO

9. If you have not attempted to have the property rezoned, why hasn't this attempt been made? The site is not in a different zoning district

Please see the separate instruction sheet for plans, fees, and other information which should be submitted with the application. Note that if an agent or attorney signs the application on behalf of the owner, said agent or attorney must provide written proof of his or her authority to act on the owner's behalf. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THE ZONING BOARD OF APPEALS MEETING. NON-ATTENDANCE BY ANY INTERESTED PARTY MAY RESULT IN YOUR CASE BEING TABLED AND THE APPROPRIATE FEE BEING ASSESSED.

OWNER'S AFFIDAVIT

COUNTY OF WAYNE)
STATE OF MICHIGAN)

The undersigned being duly sworn, deposes and says that the foregoing statements and answers herein contained and accompanying information and data are in all respects true and correct to the best of (his/her) knowledge and belief, and that the undersigned personally undertakes to see that the property will be used and developed in compliance with all applicable ordinances and any conditions imposed in connection with any variance which may be granted in response to this application.

Signature of property owner: Adnan Halaweh

Please print name of property owner: ADNAN HALAWEH

NOTE: Please provide Letter of Authorization on official letterhead if not signed by owner of the property, as well as the deed and property transfer affidavit.

Subscribed and sworn to before me this _____ day of _____, 20__.

(Notary Public, Wayne County, Michigan)

My Commission expires _____

Any decision of the Board favorable to the applicant will remain valid only as long as the information or data relating thereto are found to be correct and the conditions upon which the resolution was based are maintained.

NOT TO BE COMPLETED BY APPLICANT

Petitioner makes application for a Hearing, seeking to (reverse, modify, or affirm) the (order, decision) of the Department of Inspection, dated 8/18/2023, which reads as follows:
ZONING ORDINANCE, SECTION 2.09 A), B), C)

I certify that (a) the petitioner is not in violation of any ordinance other than the provision(s) sought to be waived in the foregoing application, (b) all applicable fees have been paid, and (c) I have examined the foregoing application, and find that said application is complete, and that the City Zoning Ordinance, Ordinance No. 543, as amended, prohibits the proposed project unless a variance is granted by the Zoning Board of Appeals.

By

(Supervisor)

Application for permit filed NO

Violation Issued NO

LIMITED POWER OF ATTORNEY

To Whom It May Concern:

Please be advised that I, Adnan Halaweh,
of _____

Address: 34108 Schoolcraft City Livonia State MI

Zip Code 48150 Telephone # 313-231-1215 do hereby appoint

Alaa Halaweh as my attorney in fact for the
explicit purpose of executing documents in my stead, specifically builders/contractors
registration with Governmental units, and executing permit applications with said
Governmental units.

This limited power of attorney, hereinafter LPA, would be authorized for other associated
documents that may be required to be executed by myself by said Governmental units in
connection with the registration or permit applications.

Alaa Halaweh will sign my name and also sign their
name as attorney-in-fact and attach a true copy of this document and it will have the same
effect and standing as if I had executed the document in person. If multiple persons are
listed only one person is required to execute the LPA

This LPA will expire on Indefinitely

If this LPA is revoked or modified prior to expiry date, grantor agrees to immediately
notify, in writing, all entities given this LPA of said revocation or modification, without
said notice the LPA will continue until expiry date.

End of LPA.

Signed: Adnan Halaweh Dated: 8-17-23

Statement of Notary

Wayne County, Michigan

On this 17TH day of August, 2023,

ADNAN HALAWEH, known to me, personally
appeared before me and signed and executed this document of his/her own free will.

VIA VIDEO

My commission expires: 8.25.28

Notary signature: Karen D. Thompson

Wayne County, Michigan

Printed name: KAREN D. THOMPSON

If a Corporation, this must be completed by license holder/qualifying officer.

This form is issued under authority of
P.A. 415 of 1994. Filing is mandatory.

Property Transfer Affidavit

This form must be filed whenever real estate or some types of personal property are transferred (even if you are not recording a deed). It is used by the assessor to ensure the property is assessed properly and receives the correct **taxable value**. It must be filed by the new owner with the **assessor for the city or township** where the property is located within **45 days** of the transfer. If it is not filed timely, a penalty of \$5/day (maximum \$200) applies. The information on this form is NOT CONFIDENTIAL.

1. Street Address of Property 34108 SCHOOLCRAFT	2. County WAYNE	4. Date of Transfer (or land contract was signed) 12/5/16
3. City/Township/Village of Real Estate LIVONIA	☒ City ☐ Township ☐ Village	5. Purchase Price of Real Estate
6. Property Identification Number (PIN). If you don't have a PIN, attach legal description. 46-084-02-0039-000		PIN. This number ranges from 10 to 25 digits. It usually includes hyphens and sometimes includes letters. It is on the property tax bill and on the assessment notice.
7. Seller's (Transferor) Name Adnan Halaweh and Rasmieh Halaweh		8. Buyer's (Transferee) Name and Mailing Address Adnan Halaweh and Rasmieh Halaweh 34108 Schoolcraft, Livonia, MI 48150
Items 9 - 14 are optional. However, by completing them you may avoid further correspondence. <u>Transfers</u> include deeds, land contracts, transfers involving trusts or wills, certain long-term leases and interest in a business. See the back for a complete list.		8a. Buyer's (Transferee) Telephone Number (313) 231-1214
10. Was this property purchased from a financial institution? ☐ Yes ☒ No		9. Type of <u>Transfer</u> ☐ Land Contract ☐ Lease ☒ Deed ☐ Other (specify) _____
11. Is the transfer between related persons? ☒ Yes ☐ No		12. Amount of Down Payment
13. If you financed the purchase, did you pay market rate of interest? ☐ Yes ☐ No		14. Amount Financed (Borrowed)

EXEMPTIONS

The Michigan Constitution limits how much a property's **taxable value** can increase while it is owned by the same person. Once the property is transferred, the **taxable value** must be adjusted by the assessor in the following year to 50 percent of the property's usual selling price (State Equalized Value). Certain types of transfers are exempt from adjustment. Below are brief descriptions of the types of exempt transfers; full descriptions are in MCL Section 211.27a(7)(a-n). If you believe this transfer is exempt, indicate below the type of exemption you are claiming. If you claim an exemption, your assessor may request more information to support your claim.

- ☒ transfer from one spouse to the other spouse
☒ change in ownership solely to exclude or include a spouse
☐ transfer of that portion of a property subject to a life lease or life estate (*until* the life lease or life estate expires)
☐ transfer to effect the foreclosure or forfeiture of real property
☐ transfer by redemption from a tax sale
☐ transfer into a trust where the settlor or the settlor's spouse conveys property to the trust and is also the sole beneficiary of the trust
☐ transfer resulting from a court order unless the order specifies a monetary payment
☐ transfer creating or ending a joint tenancy if at least one person is an original owner of the property (or his/her spouse)
☐ transfer to establish or release a security interest (collateral)
☐ transfer of real estate through normal public trading of stocks
☐ transfer between entities under common control or among members of an affiliated group
☐ transfer resulting from transactions that qualify as a tax-free reorganization
☐ transfer of qualified agricultural property when the property remains qualified agricultural property and affidavit has been filed.
☐ transfer of qualified forest property when the property remains qualified forest property and affidavit has been filed.
☐ transfer of land with qualified conservation easement (land only - not improvements)
☐ other, specify: _____

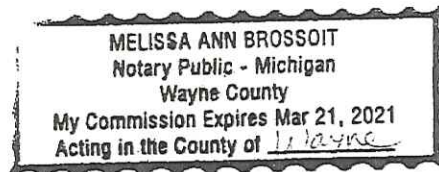
CERTIFICATION

I certify that the information above is true and complete to the best of my knowledge.

Owner's Signature Rasmieh Halaweh	Date 12/5/16	If signer is other than the owner, print name and title
Daytime Phone Number (513) 231-1214		E-mail Address

/s/ Melissa Ann Brossoit

Notary public, State of Michigan, County of WAYNE.
My commission expires 03/21/2021
Acting in the County of Wayne



Drafted by and when recorded return to:
David E Ghannam, Esq
15900 Michigan Ave, Ste 1
Dearborn, MI 48126

Send subsequent tax bills to:
Adnan and Rasmieh Halaweh
34108 Schoolcraft Rd
Livonia, MI 48150

Recording Fee:

Transfer Tax:

QUITCLAIM DEED

On December 5, 2016, ADNAN HALAWEH and RASMIEH HALAWEH, as husband and wife, whose address is 34108 Schoolcraft Rd, Livonia, MI 48150 (Grantors), quitclaim to ADNAN HALAWEH and RASMIEH HALAWEH, as husband and wife, whose address is 34108 Schoolcraft Rd, Livonia, MI 48150 (Grantee), the real property in the City of Livonia, Wayne County, Michigan, and described as

LOT 39, HERNDON'S SCHOOLCRAFT ESTATES NO. 1, AS
RECORDED IN LIBER 69, PAGE 100 OF PLATS, WAYNE COUNTY
RECORDS

Commonly Known as: 34108 Schoolcraft Rd,

TAX ID: 46-084-02-0039-000

(the Premises)

for \$10.00 or good and valuable consideration,

subject to any easements and building and use restrictions of record and the lien of taxes not yet due and payable.

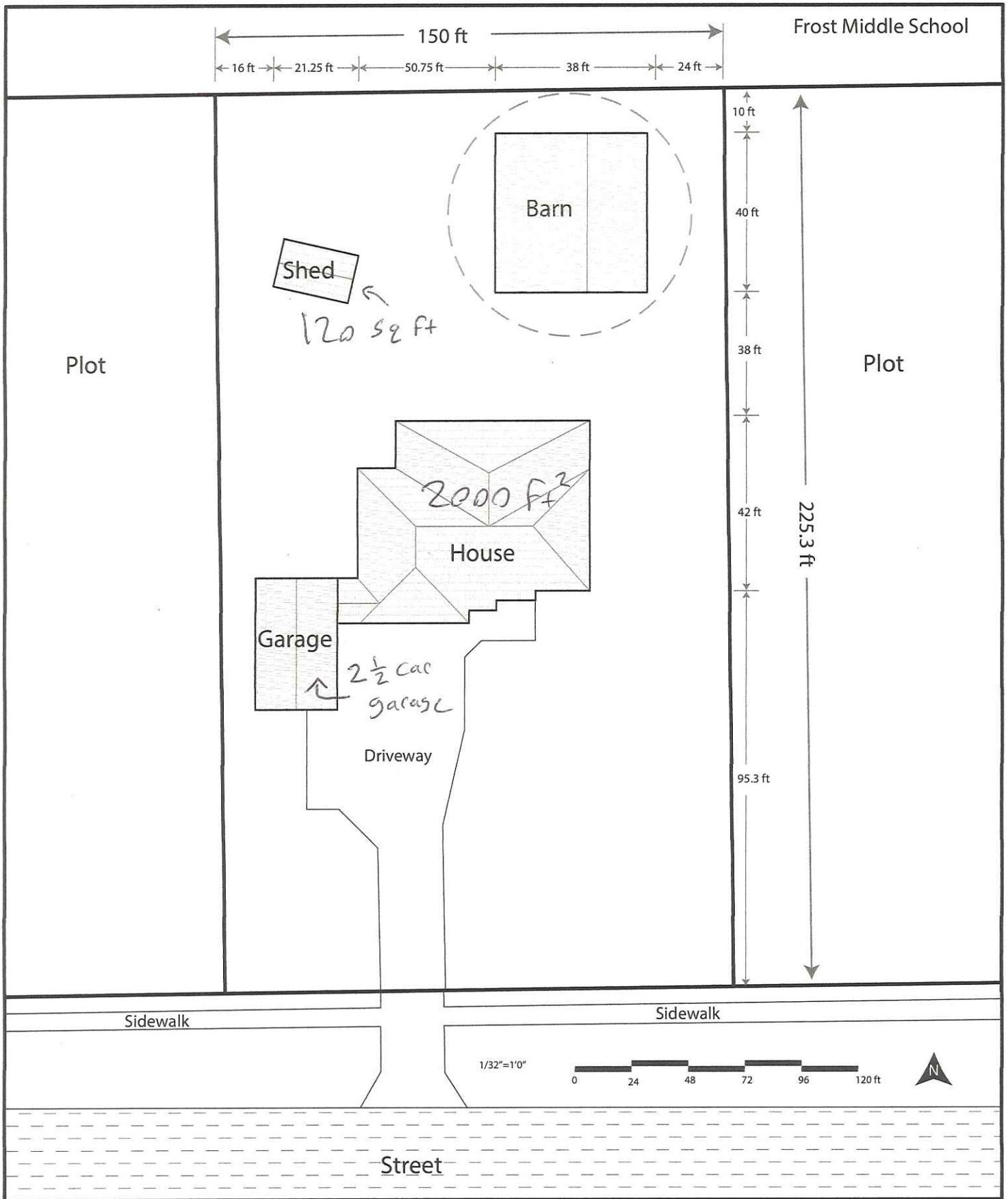
This transfer is tax exempt pursuant to MCL 207.505(a), MCL 207.505(i), MCL 207.526(a) and MCL 207.526(i).

/s/ Adnan Halaweh
ADNAN HALAWEH

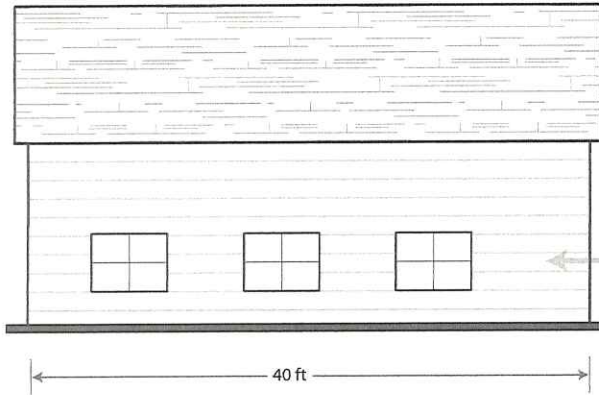
/s/ Rasmieh Halaweh
RASMIEH HALAWEH

STATE OF MICHIGAN)
WAYNE COUNTY)

Acknowledged before me in Wayne County, Michigan on December 5, 2016 by
ADNAN HALAWEH and his wife, RASMIEH HALAWEH.

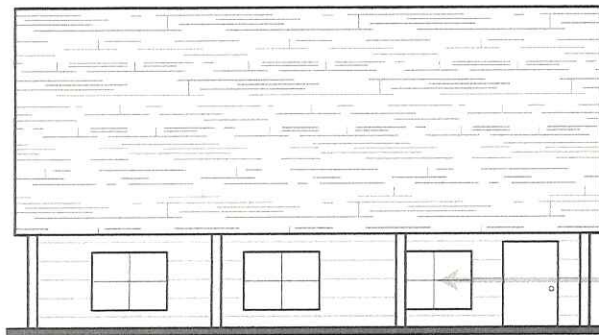


34108 Schoolcraft Rd, Livonia MI, 48150
Site Plan



Atlas Castlebrook Architectural
Roofing Shingles
Color: Desert Shake/ Light Brown
(to match house)

Concord Double 4" x 12' 6" Dutch
Lap Vinyl Siding
Color: White (to match house)



Northview 22"W x 29"H Fixed
White Vinyl Barn Sash with 4-Lite
Single Pane Glass

1/16" = 1'0"



Northview 24"W x 29"H Fixed
White Vinyl Barn Sash with 4-Lite
Single Pane Glass

Barn Door - Walnut

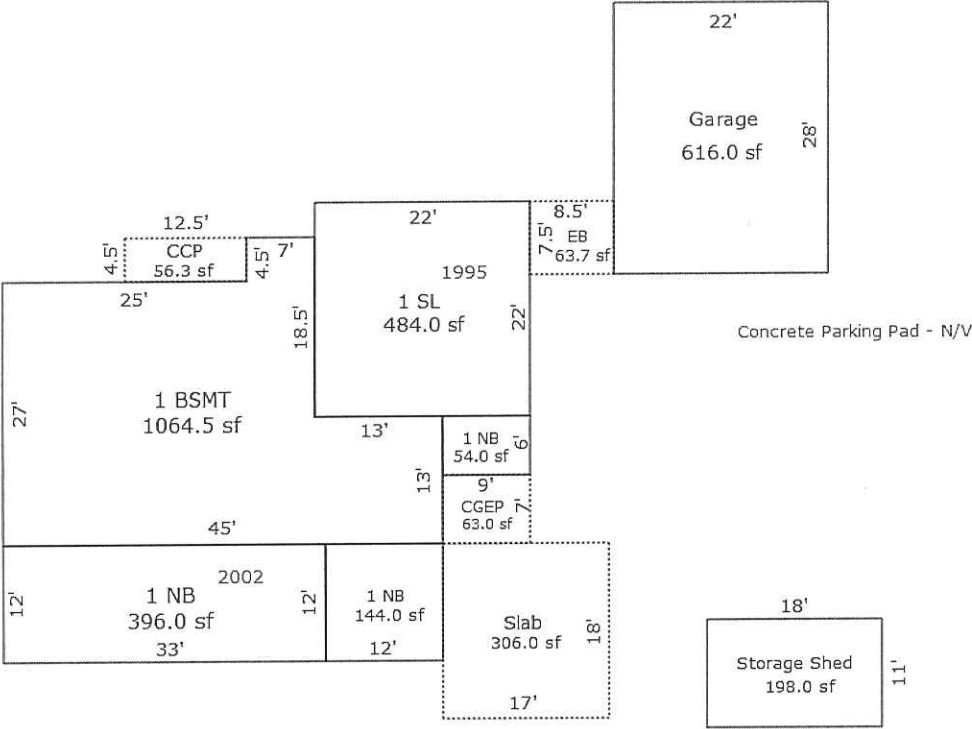


1/8" = 1'0"



We will be performing maintenance starting on Friday 8/18 at 5:00 PM EST that will continue until the afternoon on Saturday. We apologize for the inconvenience.

Image/Sketch for Parcel: 084 02 0039 000



Sketch by Apex Sketch

****Disclaimer:** BS&A Software provides BS&A Online as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.

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ADNAN HALAWEH, 34108 SCHOOLCRAFT REF: DETACHED BARN MEDIUM DENSITY RESIDENTIAL

Page 84

ZONING MAP

LEGEND

Zoning Districts

- RUF Rural Urban Farm
- N1 Neighborhood
- N2 Neighborhood
- NM1 Neighborhood Multifamily
- NM2 Neighborhood Multifamily
- NM3 Neighborhood Multifamily
- P Parking
- C-1 Local Business
- C-2 General Business
- C-3 Highway Services
- C-4 High Rise Commercial
- M-L Manufacturing Limited
- M-1 Light Manufacturing
- M-2 General Manufacturing
- P-L Public Lands
- NP Nature Preserves

S.E. 1/4 Section 21

City of Livonia

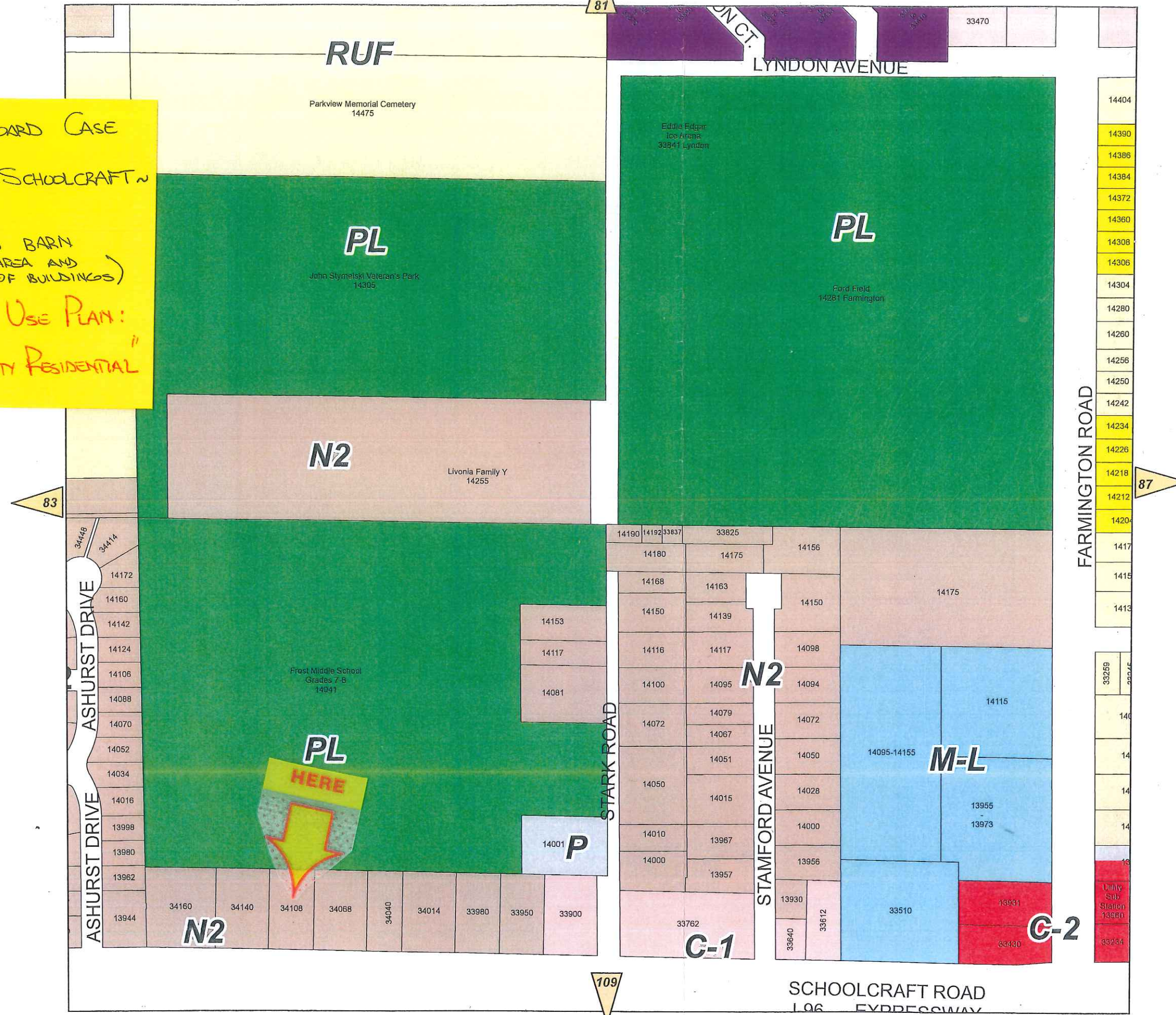
T. 1 south, R. 9 east
Wayne County, Michigan

Copyright 2001, City of Livonia



300 150 0 300 Feet

ZONING BOARD CASE
~ 34108 SCHOOLCRAFT ~
RE: DETACHED BARN
(EXCESS AREA AND
NUMBER OF BUILDINGS)
FUTURE LAND USE PLAN:
"MEDIUM DENSITY RESIDENTIAL"



ZONING BOARD OF APPEALS

ZONING BOARD MEMBERS

GREGORY G. COPPOLA, CHAIRMAN
JAMES. M. BARINGHAUS, VICE CHAIRMAN
TIMOTHY J. KLISZ, SECRETARY
CHRISTOPHER N. BOLOVEN
MARC ROTONDO
LYNDA L. SCHEEL



COUNCIL MEMBERS

BRANDON MCCULLOUGH, PRESIDENT
MARTHA PTASHNIK, VICE PRESIDENT
CARRIE BUDZINSKI
ROB DONOVIC
JIM JOLLY
SCOTT MORGAN
LAURA M. TOY

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2250

PUBLIC NOTICE ***JANUARY 5, 2024***

APPEAL CASE NO. 2024-01-06, 28201 Lyndon: An appeal was made to the Zoning Board of Appeals by Stuart Michaelson, on behalf of Lyndon Park Development, LLC, seeking to erect two (2) monument signs where only one (1) is permitted, resulting in excess signs, excess height and deficient set back from public right of way and easement lines.

This low-density residential property is located on the south side of Lyndon Street (28201), between Harrison St. and Lyons St, Lot. No. 095-09-0040-000, N-1 Neighborhood District, rejected by the Inspection Department under Livonia Zoning Ordinance, Section 11.08 (1), Monument Signs.

Maximum Number of Signs:

Allowed: 1
Proposed: 2
Excess: 1

Maximum Allowed Height:

Allowed: 5 feet
Proposed: 5'10"
Excess: 10 inches

Setbacks:

Required: 10 feet from all property lines and any right of way lines
Proposed West Sign: 5 feet from right-of-way and 4 feet from easement line
Deficient: 5 feet and 6 feet respectively
Proposed East Sign: 5 feet from right-of-way and 0 feet from easement line
Deficient: 5 feet and 10 feet respectively

**THE LAW REQUIRES THAT OWNERS OF PROPERTY LOCATED WITHIN 300 FEET OF THIS
PROPERTY BE NOTIFIED OF THIS REQUEST IN WRITING.**

THIS IS YOUR NOTIFICATION.

YOU ARE NOT REQUIRED TO RESPOND TO THIS LETTER.

This appeal will be heard at a public hearing to be held in the **Auditorium on the 1st floor of City Hall on Tuesday, January 23, 2024, at 7:00 p.m.**, at which time comments may be directed to the Board during audience participation. When replying by mail, write your comments on the back of this notice and address it to the City of Livonia, Zoning Board of Appeals, 33000 Civic Center Drive, Livonia, MI 48154. All written comments are read at the meeting and become part of the record.

ZONING BOARD OF APPEALS,

Timothy Klisz, Secretary

Petitioner will incur a \$100 rescheduling fee for every failure to appear.
In accordance with Title II of the Americans with Disabilities Act as it pertains to access to Public Meetings, the Zoning Board of Appeal's Office of the City of Livonia, upon adequate notice, will make reasonable accommodations for persons with special needs. Please call 734-466-2250 if you need assistance.

Case No: 2024-01-06
Meeting Date: January 23, 2024

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

Signature: _____

Address:

APPLICATION FOR VARIANCE



LYNDON PARK DEVELOPMENT LLC 31355 W. 13 MILE RD FARMINGTON HILLS 48334
 (Owner of Premises) (Street Address) (City) (Zip Code) (Telephone) (Fax) 248 796 5200

(Lessee) (Street Address) (City) (Zip Code) (Telephone) (Fax)

SAME AS ABOVE
 (Contractor) (Street Address) (City) (Zip Code) (Telephone) (Fax)

The property address is 28201 LYNDON (LYNDON PARK)

Please note that if you need more space to answer any of the following questions, you may use a separate page or the back of this page. Simply identify your response(s) with the number of the question you are responding to.

1. Are there any deed restrictions or subdivision rules or restrictions on the property? If so, what are they? SEE ATTACHED

2. Give legal description of property involved, or attach a deed or other document which contains the legal description of the property:
 PART OF THE SOUTH 1/2 SECTION 24, TOWN 1 SOUTH RANGE 9 EAST,
 CITY OF LIVONIA, WAYN COUNTY, MICHIGAN

A variance can only be granted if a hardship or practical difficulty with the property makes the variance necessary. Under the City's Zoning Ordinance, a practical difficulty exists only if (a) the difficulty is exceptional and peculiar to the property, and does not exist generally throughout the City, (b) the difficulty involves more than mere inconvenience, inability to earn a higher financial return, or both, and (c) the variance would be fair to the neighbors and others who might be affected, as well as those who do not have this variance.

3. Please explain how the practical difficulty you claim is unique to your property, and does not exist elsewhere in the City:
 I AM NOT SURE ABOUT THE REST OF THE CITY
 I HAVE HAD VARIANCES GRANTED IN PRIOR COMMUNITIES

4. Please describe what the difficulty involves beyond mere inconvenience or inability to earn a higher financial return:
 ABILITY TO BUILD A BEAUTIFUL ENTRANCE TO THE
 COMMUNITY (SEE SIGN) AS MOUNT WAS CREATED TO
 ALLOW THE ENTRANCE SIGN

5. Explain why you think this variance would be fair to the neighbors and others who might be affected. THE SIGNS ADD VALUE TO THE COMMUNITY
 TO ENHANCE THE ENTRANCE AND CREATE
 VALUE OF THE HOMES

6. Have you sought an amendment to the zoning ordinance which would permit your proposed project under your current zoning? If yes, please describe the outcome of this process: NO

7. If you have not attempted to have the zoning ordinance amended, why hasn't this attempt been made?
 NO - THE SITE PLAN APPROVAL SHOWED THE ENTRANCE
 SIGNS AS REQUESTED

8. Have you attempted to have the property rezoned? If yes, please describe the outcome of the rezoning process: _____

NO

9. If you have not attempted to have the property rezoned, why hasn't this attempt been made? _____

NO

Please see the separate instruction sheet for plans, fees, and other information which should be submitted with the application. Note that if an agent or attorney signs the application on behalf of the owner, said agent or attorney must provide written proof of his or her authority to act on the owner's behalf. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THE ZONING BOARD OF APPEALS MEETING. NON-ATTENDANCE BY ANY INTERESTED PARTY MAY RESULT IN YOUR CASE BEING TABLED AND THE APPROPRIATE FEE BEING ASSESSED.

OWNER'S AFFIDAVIT

COUNTY OF WAYNE)
STATE OF MICHIGAN)

The undersigned being duly sworn, deposes and says that the foregoing statements and answers herein contained and accompanying information and data are in all respects true and correct to the best of (his/her) knowledge and belief, and that the undersigned personally undertakes to see that the property will be used and developed in compliance with all applicable ordinances and any conditions imposed in connection with any variance which may be granted in response to this application.

Signature of property owner: _____

STUART MICHAELSON

Please print name of property owner: _____

STUART MICHAELSON

NOTE: Please provide Letter of Authorization on official letterhead if not signed by owner of the property, as well as the deed and property transfer affidavit.

Subscribed and sworn to before me this 16th day of Dec., 2023

Denise Nordstrom

(Notary Public, Wayne County, Michigan)

My Commission expires 1/17/2027

DENISE NORDSTROM
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Jan 17, 2027
ACTING IN COUNTY OF

Any decision of the Board favorable to the applicant will remain valid only as long as the information or data relating thereto are found to be correct and the conditions upon which the resolution was based are maintained.

NOT TO BE COMPLETED BY APPLICANT

Petitioner makes application for a Hearing, seeking to (reverse, modify, or affirm) the (order, decision) of the Department of Inspection, dated _____, which reads as follows:

I certify that (a) the petitioner is not in violation of any ordinance other than the provision(s) sought to be waived in the foregoing application, (b) all applicable fees have been paid, and (c) I have examined the foregoing application, and find that said application is complete, and that the City Zoning Ordinance, Ordinance No. 543, as amended, prohibits the proposed project unless a variance is granted by the Zoning Board of Appeals.

(Supervisor)

Application for permit filed _____

Violation Issued _____

Regarding Sign Height

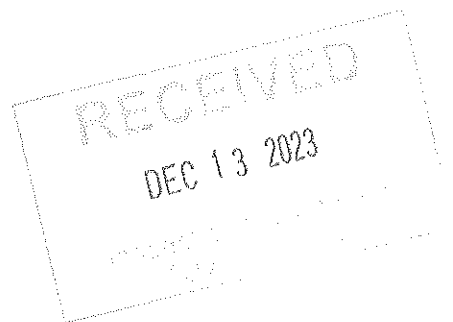
The proposed signs for Lyndon Park project are located at approximately +40 ft from the closest lane of the road and around 55 ft from the opposite site. The maximum distance, namely 55 ft, entails a minimum of 5½" lettering.

With the current composition of the sign, the *minimum* limestone arch to properly encompass 5½" lettering is the proposed size, rendering the total height of the sign from grade at 5'-10½", otherwise the sign will be disproportionate from a designing perspective leading to misrepresentation of the building complex and negatively affecting their brand image.

Regarding Sign Distance

In light of the aforementioned relationship between sign lettering and distance, if the sign were to recede further 5' to comply with the 10' minimum distance from the sidewalk, the lettering would be not optimally visible from the road leading to misrepresentation of the sign.

Additionally, the masonry portion of the sign stops at 4'-10" total height from the grade and the rest of sign from that height only consist of a single layer of limestone, no more than 6" in thickness, which shall be properly fixed in place and enclosed within the sign structure. Consequently, notwithstanding the proper engineering, construction, and installation of the sign according to Michigan Building Codes, at any imaginable or unimaginable scenario of structural collapse, the masonry parts of the sign shall not reach the sidewalk at all.





2024-01-06

CITY OF LIVONIA
Inspection Department33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154
421-2000REJECTION OF APPLICATION FOR PERMIT
BECAUSE OF NON-CONFORMITY TO ZONING ORDINANCE LIVONIA VISION 21

Applicant LYNDON PARK DEVELOPMENT LLC. Address (SAME AS OWNER)
Owner STUART MICHAELSON Address 31355 W. 13 MILE, FARMINGTON HILLS MI, 48334. SUITE 200
Lessee _____ Address _____
Location SOUTH Side of 28201 LYNDON Street
Between HARRISON ST. And LYONS ST.
Lot No./Parcel No. 095.09 0040 000 Subdivision LYNDON PARK CONDOMINIUMS
Zoning District N1 Map No. SE 24 Lot Size N/A Alley N/A
Present Use SINGLE FAMILY RESIDENTIAL Proposed Use (SAME)
Present Building Size N/A Proposed Building Size N/A
Present Height of Building N/A Proposed Height N/A
Allowable Lot Coverage N/A Proposed Lot Coverage N/A
Proposal SEEKING TO ERECT TWO(2) MONUMENT ENTRANCEWAY SIGNS TO A NEW RESIDENTIAL DEVELOPMENT WHERE ONLY ONE IS PERMITTED, RESULTING IN EXCESS SIGNS, EXCESS HEIGHT AND DEFICIENT SET BACK FROM PUBLIC RIGHT OF WAY AND EASEMENT LINES. NUMBER OF SIGNS ALLOWED: 1; PROPOSED: 2; EXCESS: 1. SET BACKS REQUIRED: 10 FEET FROM ALL PROPERTY LINES AND ANY RIGHT OF WAY LINES; PROPOSED: WEST SIGN: 5 FEET FROM RIGHT-OF-WAY AND 4 FEET FROM EASEMENT LINE; DEFICIENT: 5 FEET AND 6 FEET RESPECTIVELY; PROPOSED: EAST SIGN: 5 FEET FROM RIGHT-OF-WAY AND 0 FEET FROM EASEMENT LINE; DEFICIENT 5 FEET AND 10 FEET RESPECTIVELY; MAXIMUM ALLOWED HEIGHT: 5 FEET; PROPOSED: 5'-10"; EXCESS: 10 INCHES.
Reason for Rejection LIVONIA ZONING ORDINANCE, SECTION 11.08 (1) "MONUMENT SIGNS"
Deficient Side Yard _____ Deficient Front Yard 5 FEET & 5 FEET Deficient Rear Yard 5 FEET & 10 FEET
Deficient Lot Area _____ Deficient Lot Area per Room _____ Encroachment 11.08(1)
Excessive Lot Coverage _____ Excessive Height 10 INCHES Increasing No. Units 1
Use Prohibited _____ Deficient Parking Spaces _____ Increasing Area and Bulk _____

Remarks _____

Plans and Application examined by [Signature]

Date

Dec 13, 2023

ZONING EXAMINER

21 DEC 3 10:58

Bernard J. Youngblood
Wayne County Register of Deeds
2021421637 L: 57239 P: 1265
12/03/2021 10:58 AM MDC Total Pages: 62

MASTER DEED

LYNDON PARK

THIS MASTER DEED is made and executed on this 1st day of December, 2021, by **LYNDON PARK DEVELOPMENT LLC**, a Michigan limited liability company (hereinafter referred to as "Developer"), whose address is 31333 W. Thirteen Mile Road, Suite 200, Farmington Hills, Michigan 48334, pursuant to the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended).

WHEREAS, Developer desires by recording this Master Deed, together with the Bylaws attached hereto as Exhibit A and the Condominium Subdivision Plan attached hereto as Exhibit B (both of which are hereby incorporated herein by reference and made a part hereof), to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a residential condominium project under the provisions of the Act.

NOW, THEREFORE, Developer, by recording this Master Deed, hereby establishes Lyndon Park as a residential condominium project under the Act and declares that Lyndon Park shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, and otherwise utilized, subject to the provisions of the Act, and the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and be a burden and a benefit to Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, and their grantees, successors, heirs, personal representatives and assigns.

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Lyndon Park, Wayne County Condominium Subdivision Plan No. 1189. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions, and area of each Unit, are set forth completely in the Condominium Subdivision Plan attached to this Master Deed as Exhibit B. Each Unit is capable of individual utilization by virtue of having its own entrance from and exit to a Common Element within the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have an undivided and inseparable right to share with other Co-owners the Common Elements of the Condominium Project.

EXAMINED AND APPROVED
DATE DEC 02 2021
BY EMF ALU
MICHAEL R. COLLIN
PLAT ENGINEER

ARTICLE II

LEGAL DESCRIPTION

The land which is subject to the Condominium Project established by this Master Deed is described as follows:

Land situated in the City of Livonia, Wayne County, Michigan, and described as follows:

Part of the South 1/2 of Section 24, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan, described as follows:

Commencing at the center 1/4 corner of said Section 24 as recorded in L.C.R.C. Liber 47230, Pages 445-446 W.C.R.; thence along the north-south 1/4 line of Section 24, S00°00'35"E 43.00 feet to the South line of Lyndon Avenue (86 feet wide) and the point of beginning; Thence S89°28'13"E 358.34 feet to the beginning of a curve concave to the South with a radius of 990.52 feet; Thence Southeasterly 306.34 feet along the arc of said curve, through a central angle of 17°43'12" (the chord of said curve bears S80°36'37"E 305.12 feet), to the west line of Buckingham Village Subdivision as recorded in Liber 77 of Plats, Pages 66-67, W.C.R.; thence along said line S00°21'49"W 616.78 feet; Thence N89°39'14"W 655.34 feet; Thence S68°32'10"W 43.63 feet; Thence S89°52'25"W 80.85 feet to the East line of Harrison Avenue (86 feet wide), also the East line of Compton Village Sub'n as recorded in Liber 85 of Plats, Pages 31-32, W.C.R.; Thence along said line N00°07'35"W 682.99 feet to the South line of Lyndon Avenue (86 feet wide); Thence along said line S89°33'41"E 122.48 feet; Thence S89°28'13"E 0.37 feet to the point of beginning. Containing 11.83 acres of land.

Sidwell Nos: 46-096-99-0004-000 and 46-095-99-0011-000

Commonly known as: 28201 Lyndon Avenue, Livonia, Michigan

This is to certify that there are no delinquent property taxes owed to our office on this property for five years prior to the date of this instrument. No representation is made as to the status of any tax liens or titles owed to any other entities.

No: 26263 Eric R. Johnson Not Examined
Date: 08/21 WAYNE COUNTY TREASURER Clerk MA

ARTICLE III

DEFINITIONS

Certain terms are utilized in this Master Deed and Exhibits A and B, and are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of the Lyndon Park Association, a Michigan nonprofit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Lyndon Park. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 3.1 "Act" means the Michigan Condominium Act, Act 59 of the Public Acts of 1978, as amended.

Section 3.2 "Association" means the Lyndon Park Association, which is the nonprofit corporation organized under Michigan law of which all Co-owners shall be members, and which shall administer, operate, manage and maintain the Condominium. Any action which the Association is required or entitled to take shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

Section 3.3 "Bylaws" means Exhibit A attached to this Master Deed, which sets forth the substantive rights and obligations of the Co-owners and which is required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as allowed under the Michigan Nonprofit Corporation Act, as amended.

Section 3.4 "City" means the City of Livonia, a Michigan municipal corporation.

Section 3.5 "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article IV below.

Section 3.6 "Condominium Documents" means this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, and rules and regulations, if any, of the Association, as any or all of the foregoing may be amended from time to time.

Section 3.7 "Condominium Premises" means the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Lyndon Park.

Section 3.8 "Condominium Project," "Condominium" or "Project" are used synonymously to refer to Lyndon Park.

Section 3.9 "Condominium Subdivision Plan" means Exhibit B to this Master Deed.

Section 3.10 "Co-owner" means an individual, firm, corporation, partnership, limited liability company, association, trust or other legal entity (or any combination thereof) who or which owns or is purchasing by land contract one or more Units in the Condominium Project. Unless the context indicates otherwise, the term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Section 3.11 "Developer" means Lyndon Park Development LLC, a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents. However, the word "successor" as used in this Section 3.11 shall not be interpreted to mean a "Successor Developer" as defined in Section 135 of the Act.

Section 3.12 "Development and Sales Period" means the period commencing with the recordation of this Master Deed and continuing during the period that Developer owns (in fee simple, as a land contract purchaser or as an optionee) any Unit in the Project.

Section 3.13 "Dwelling" means a home constructed within the boundaries of a Unit.

Section 3.14 "First Annual Meeting" means the initial meeting at which non-Developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in Developer's sole discretion after fifty (50%) percent of the Units which may be created are sold, or (b) mandatorily after the elapse of fifty-four (54) months from the date of the first Unit conveyance, or (c) mandatorily within one hundred twenty (120) days after seventy-five (75%) percent of all Units which may be created are sold, whichever first occurs.

Section 3.15 "Telecommunications System" means a system of videotext, broad band cable, a satellite dish serving the entire Project, if any, or earth antenna and similar telecommunication services.

Section 3.16 "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with Developer exceed the votes which may be cast by Developer.

Section 3.17 "Unit or Condominium Unit" each means a single building site in Lyndon Park as described in Section 5.1 of this Master Deed and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined under the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

Wherever any reference is made to one gender, the reference shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made to the singular, a reference shall also be included to the plural where that reference would be appropriate, and vice versa.

ARTICLE IV

COMMON ELEMENTS

The Common Elements of the Project described in Exhibit B to this Master Deed, and the respective responsibilities for their maintenance, repair and replacement, are as follows:

Section 4.1 General Common Elements. The General Common Elements are as follows:

(a) Land. The land not contained within a Unit designated in Exhibit B as a General Common Element.

(b) Sanitary Sewer System. The sanitary sewer system located throughout the Project, including the sanitary sewer mains located within the rights of way of Dooley Drive, Fountain View and Nova Drive and within the easements identified as "8.0' ESMT for SAN", "20.0' ESMT for SAN" and "VARIABLE WIDTH ESMT FOR SAN" as shown on the Easement Plan which is on page 5 of the Condominium Subdivision Plan, Exhibit B to this Master Deed (hereafter known as the "Sanitary Sewer System"). The Sanitary Sewer System will be dedicated to the public and once accepted by the public by recordation of appropriate instruments of conveyance, the Sanitary Sewer System will no longer be a General Common Element.

(c) Water Distribution System. The water distribution system located throughout the Project, including the water mains located within the rights of way of Dooley Drive, Fountainview and Nova Drive as shown on the Utility Plan which is on page 4 of the Condominium Subdivision Plan, Exhibit B to this Master Deed (hereafter known as the "Water Distribution System"). The Water Distribution System will be dedicated to the public and, once accepted by the public by recordation of appropriate instruments of conveyance, the Water Distribution System will no longer be a General Common Element.

(d) *Storm Sewer and Surface Water Drainage System.* The storm sewer and surface water drainage system that serves the Condominium. The storm sewer and surface water drainage system is located within the rights of way of Dooley Drive, Fountainview and Nova Drive and within the easements identified as "12.0' ESMT for STM DRAINAGE", "15.0' ESMT for STM DRAINAGE & PUB UTIL" and "22.0' ESMT for STM DRAINAGE & PUB UTIL", as shown on the Easement Plan which is on page 5 of the Condominium Subdivision Plan, Exhibit B to this Master Deed (hereafter known as the "Storm Sewer and Surface Water Drainage System"). Any portion of the Storm Sewer and Surface Water Drainage System which is dedicated to and accepted by the public in the future, as confirmed by recordation of appropriate instruments of conveyance, will no longer be a General Common Element.

(e) *Storm Water Detention Basin.* The storm water detention basin, maintenance access path and the fountain located within the storm water detention basin. The storm water detention basin, maintenance access path and fountain are located within Lyndon Park as shown on the Site Plan which is on page 3 of the Condominium Subdivision Plan, Exhibit B to this Master Deed (hereafter collectively referred to as the "Storm Water Detention Basin"). Any portion of the storm water detention basin which is dedicated to and accepted by the public in the future, as confirmed by recordation of appropriate instruments of conveyance, will no longer be a General Common Element.

(f) *Lyndon Park.* The land, landscaping and improvements including the walking path and benches that are located in the area identified as "Lyndon Park" on the Site Plan which is on page 3 of the Condominium Subdivision Plan, Exhibit B to this Master Deed (hereafter known as "Lyndon Park").

(g) *Landscaped Open Space Areas.* All landscaping, berms, trees, shrubs and other plantings and any other structures and improvements, if any, located within the landscape easements, along Lyndon Avenue identified as 10.0' ESMT FOR LSCP as shown on the Easement Plan, which is on page 5 of the Condominium Subdivision Plan, Exhibit B to this Master Deed and in the cul de sac of Dooley Drive and in the open space area at the southwest corner of the Condominium (collectively referred to in this Master Deed as the "Landscaped Open Space Areas").

(h) *Irrigation System.* The sprinkler system, if any, including but not limited to, all sprinkling system fixtures, pipes and connections as well as all sprinkling system controls and the water meters and electrical meters connected to the system, if any, which provides irrigation to landscaping throughout the General Common Elements (hereafter known as the "Irrigation System").

(i) *Entrance Monuments, Entrance Signs and Other Signage.* The entrance monuments and entrance signs located on Lyndon Street at the two entrances to the Condominium, park sign(s), if any, in Lyndon Park and the electrical fixtures and electric meter, if any, that illuminate the entrance signs and the park sign(s), if any.

(j) *Road Right of Way and Roads.* The road right of way and road improvements within the Project identified as Dooley Drive, Fountainview and Nova Drive, as shown on the Site Plan which is on page 3 of the Condominium Subdivision Plan, Exhibit B to this Master Deed, unless and until the road right of way and roads have been dedicated to and accepted by the public pursuant to Section 7.7 below (said road right of way and improvements are collectively referred to in this Master Deed as the "Roads").

(k) Sidewalks. Any sidewalks located within the road right of way unless and until the sidewalk(s) has(have) been dedicated to and accepted by the public pursuant to Section 7.7 below.

(l) Street Lighting. The street lighting system for the Project, located within the road right of way except to the extent that the ownership of all or a portion of the street lighting system has been transferred to a public utility or the municipality.

(m) Mailboxes. The mailboxes and mailbox stands located on the cul de sac of Dooley Drive at the entrance to Lyndon Park.

(n) Easements. All easements that are appurtenant to and that benefit the Condominium Premises pursuant to recorded easement agreements, reciprocal or otherwise.

(o) Other. Such other elements of the Project not designated in this Article IV as General or Limited Common Elements which are not within the boundaries of a Unit, and which are intended for common use or are necessary for the existence, upkeep and safety of the Project.

Some or all of the utility systems (including mains and service leads), lines and equipment, and the telecommunications system may be owned by, or dedicated by the Developer to, the local public authority or the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and the telecommunications system, if and when constructed, shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and the Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any.

Section 4.2 Limited Common Elements. Limited Common Elements are those portions of the Common Elements that are reserved for the exclusive use and enjoyment of one or more but not all Co-owners. Developer and/or the Association may amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B to create additional Limited Common Elements within those portions of the Condominium Premises designated as General Common Elements in the Condominium Subdivision Plan. Following are the Limited Common Elements which are assigned as indicated:

(a) Airspace and Subsurface Rights. The airspace located above the Unit and the subsurface which is located below the Unit as shown on the Site Plan which is page 3 of the Condominium Subdivision Plan, Exhibit B to this Master Deed, which are assigned to and limited in use to the Co-Owner of the Unit situated between them.

(b) Sanitary Sewer Leads. The portion of any Sanitary Sewer Lead which is serving a dwelling located within a Unit that is within a Common Element shall be a Limited Common Element assigned to the Unit which it serves.

(c) Water Service Lines. The portion of any Water Service Line which is serving a dwelling located within a Unit that is within a Common Element shall be a Limited Common Element assigned to the Unit which it serves.

(d) Other Utility Service Leads. Any other utility service leads, if any, which connect any other utility lines of any sort located within the Common Elements of the Project

to any dwelling shall be Limited Common Elements limited in use to the Unit(s) which they serve.

(e) Driveways. The portion of any driveway located within a Common Element shall be a Limited Common Element serving the Unit which that driveway serves.

(f) Landscaping. Certain landscaping installed by a Co-owner at its own expense on the Common Elements subject to the prior approval of the Board of Directors of the Association, which is assigned to the Unit which it benefits.

Section 4.3 Responsibilities for Maintenance, Repair and Replacement. The respective responsibilities for the maintenance, repair and replacement of the Common Elements and Units are as follows:

(a) Co-owner Responsibility for Units. Developer anticipates that a separate residential dwelling (including attached garage and porches) will be constructed within each of the Units depicted on Exhibit B, together with various improvements and structures that are appurtenant to such dwelling. Except as otherwise expressly provided in this Master Deed or Bylaws, the responsibility for the cost of building, installing, maintaining, decorating, repairing and replacing any dwelling and other improvements, structures or Co-owner installed landscaping located within a Unit (including, but not limited to, driveways, walks, utility leads, decks, patios, and air conditioner compressors and pads), shall be borne by the Co-owner of such Unit. All improvements constructed or installed within a Unit, including but not limited to landscaping, decks and patios, if any, shall be subject to the Architectural Controls described in the Bylaws. Each Co-owner shall also maintain, repair and replace the sanitary sewer lead from the sanitary sewer main to the point of entry into the Dwelling. Each Co-Owner shall also maintain, repair and replace the water service line and stop box from the water main up to the water meter within a Unit. All costs of water and sanitary sewer, electricity, natural gas, cable television, telephone and any other utility services furnished to the Dwelling shall be borne by the Co-owner of the Unit to which the services are furnished. In connection with any amendment made by Developer pursuant to Article VI of this Master Deed, Developer may designate Limited Common Elements that are to be installed, maintained, decorated, repaired and replaced at Co-owner expense or, in appropriate cases, at Association expense.

(b) Association Responsibility for Units. Pursuant to Section 18.3 of the Bylaws, the Association, acting through its Board of Directors, may (but has no obligation to) undertake any maintenance, repair or replacement obligation of the Co-owner of a Unit under this Master Deed and Bylaws, to the extent that the Co-owner has not performed such obligation, and the cost thereof shall be assessed against such Co-owner. The Association shall not be responsible for any damage to a Unit or the dwelling or appurtenances contained therein that occurs as a result of the Association performing the unperformed obligations of the Co-owner of the Unit. The Association shall be responsible for maintaining the Storm Sewer and Surface Water Drainage System within the Unit and throughout the Project, unless and until dedication of those systems to, and acceptance of such dedication by, the City or other appropriate authority having jurisdiction.

(c) *Responsibility for General Common Elements.*

(i) *Sanitary Sewer System.* The Association shall maintain the Sanitary Sewer System until the Sanitary Sewer System is dedicated to and accepted by the public.

(ii) *Water Distribution System.* The Association shall maintain the Water Distribution System until the Water Distribution System is dedicated to and accepted by the public.

(iii) *Storm Sewer and Surface Water Drainage System.* The Association shall maintain the Storm Sewer and Surface Water Drainage System, except any portion of the Storm Sewer and Surface Water Drainage System which is dedicated to and accepted by the public.

(iv) *Storm Water Detention Basin.* The Association shall maintain the Storm Water Detention Basin, including but not limited to, the storm water detention basin, maintenance access path, the fountain located within the storm water detention basin, and electric meter that services the fountain unless and until it is dedicated to the public, if ever. The Association shall also be responsible for the cost of the electricity to operate the fountain.

(v) *Lyndon Park.* The Association shall be responsible for maintaining Lyndon Park, including but not limited to, the landscaping, walking path, benches, fountain, electric meter that services the fountain, if any, located within Lyndon Park. The Association shall also be responsible for the cost of the electricity to operate the fountain.

(vi) *Landscaped Open Space Areas.* The Association shall maintain the Landscaped Open Space Areas as more particularly identified in Section 4.1(g) above.

(vii) *Irrigation System.* The Association shall maintain the Irrigation System, if any, as more particularly identified in Section 4.1(h) above.

(viii) *Entrance Monuments, Entrance Signs and Other Signage.* The Association shall maintain the Entrance Monuments, Entrance Signs and Other Signage including but not limited to, the entrance signs located along Lyndon Street, the park sign(s), if any, and the electrical fixtures and electric meter, if any, that illuminate the entrance signs and the park sign(s), if any. The Association shall also pay the cost of electricity related to all such electrical fixtures.

(ix) *Roads.* The Roads will be maintained, repaired, replaced and resurfaced as necessary by the Association, until such Roads are dedicated to and accepted by the public and acceptance is confirmed by the recording of a deed to the City.

(x) *Sidewalks.* The Sidewalks will be maintained, repaired and replaced as necessary by the Association, until such Sidewalks are dedicated to and accepted by the public.

(xi) *Street Lighting.* The Association shall pay the cost of the electricity for the street lighting and maintain the street lighting unless the street lighting is maintained by a public utility.

(xii) *Mailboxes.* The Association shall install, maintain, repair and replace the Mailboxes and mailbox stands as provided in Section 6.30 of the Condominium Bylaws.

(xiii) *Easements.* The Association shall be responsible for satisfying any obligation of the Co-owners under any easement that benefits the Co-owners of the Condominium Premises.

(xiv) *Other Elements.* Unless otherwise expressly provided in the Condominium Documents, the cost of maintaining, repairing and replacing all General Common Elements shall be borne by the Association.

(d) *Responsibility for Limited Common Elements.* Each Co-owner shall be responsible for the maintenance, repair and replacement of the Limited Common Elements which are assigned to the Unit of that Co-owner.

(e) *Rights of City of Livonia.* In the event the Co-owners of the property and/or the Association shall at any time fail to carry out one or more of the responsibilities or obligations relative to maintenance or repair referred to in Article IV, Sections 4.3 (c) above, the City shall have the right to serve written notice upon the Co-owners (through the Association), setting forth the deficiencies in maintenance and repair. The notice may also set forth a demand that such deficiencies be cured within sixty (60) days thereof, and further state a date, time and place of a hearing before the City Council or other board, body or official delegated by the City Council, for the purpose of allowing the Co-owners or the Association to be heard as to why the City should not proceed with the maintenance and repairs necessary to cure the deficiencies. At the hearing, the City may take action to modify the terms of the original notice of deficiencies, extend the time for curing the deficiencies, and the date of the hearing may itself be extended and/or continued to a date certain. If, following the hearing, the City shall determine that the maintenance and repairs have not been completed within the time specified in the notice, as such time may have been extended by the City, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Project, or cause its agents and/or contractors to enter upon the Project, and perform such maintenance and repairs as found by the City to be appropriate. The cost and expense of making and financing such maintenance, repairs and/or preservation, including the cost of all notices and hearing(s), including reasonable attorneys' fees, shall be paid by the Co-owners or the Association, and such amounts shall constitute a lien on all taxable portions of the Project, including but not limited to the individual Units on a pro-rata basis. The City may require the payment of such monies prior to the commencement of any work.

If such costs and expenses have not been paid within thirty (30) days of a billing to the Association or each Co-owners, as appropriate, all unpaid amounts may be placed on the delinquent tax roll of the City as regards the taxable portions of the Project (allocated among the several units based on the percentage of value set forth in this Master Deed), and shall accrue interest and penalties, and be collected in the manner made and provided for the collection of delinquent real property taxes in the City. In the discretion of the City, such costs and expenses may also be collected by suit initiated against the Co-owners and/or the Association, and in such event, the Co-owners and/or the Association, as the case may be, shall pay all court costs and reasonable attorneys' fees incurred by the City in connection with such suit if the City obtains relief in such action.

Any failure or delay by the City to enforce this provision of the Master Deed shall in no event be deemed or construed, or otherwise relied upon, as a waiver or estoppel of the right to eventually pursue and insist upon strict enforcement.

In all instances in which the City is authorized to pursue maintenance and repairs, as provided above, the City, and its agents and contractors, shall be permitted, and are hereby granted authority, to enter upon all portions of the property reasonably necessary or appropriate for the purpose of inspecting and/or completing the respective work.

Section 4.4 *Use of Units and Common Elements.* No Co-owner shall use his Unit or the Common Elements in any manner which is inconsistent with the purposes of the Condominium or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements. In addition, no Co-owner shall be entitled to construct or install any improvements, fixtures or other structures on, in or to any General Common Elements or Limited Common Elements, including, without limitation, basketball backboards, other recreational structures, or landscaping, without the prior written approval of the Developer during the Development and Sales Period and the Association thereafter.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 5.1 *Description of Units.* Each Unit in the Condominium Project is described in the Condominium Subdivision Plan attached to this Master Deed as Exhibit B. Each Unit shall consist of the area contained within the Unit boundaries as shown on Exhibit B and delineated with heavy outlines and includes the airspace area from the finished grade elevation to 50 feet above the finished grade elevation, and the subsurface area from the finished grade elevation to 20 feet below the finished grade elevation. There are thirty-nine (39) Units, numbered consecutively 1 through 39.

Section 5.2 *Percentage of Value.* The percentage of value for each Unit shall be equal. The determination that the percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project and concluding that there are no material differences among the Units that affect the allocation of percentages of value. The percentage of value assigned to each Unit shall determine each Co-owner's respective share of the Common Elements of the Condominium Project, each Co-Owner's respective proportionate share in the proceeds and expenses of the Association's administration and the value of such Co-owner's vote at meetings of the Association of Co-owners with respect to matters that require votes to be cast on a percentage of value basis. The total value of the Project is one hundred (100%) percent.

ARTICLE VI

CONSOLIDATION AND OTHER MODIFICATION OF UNITS AND LIMITED COMMON ELEMENTS

Notwithstanding anything to the contrary contained in this Master Deed or the Bylaws, the Units and Common Elements in the Project may be consolidated, modified and the boundaries relocated, in accordance with Section 48 of the Act and this Article VI, subject to any applicable City ordinances and/or required City

approvals. Such changes in the affected Unit or Units shall be promptly reflected in a duly recorded Amendment or Amendments to this Master Deed.

Section 6.1 Modification of Units. Developer may, in its sole discretion, and without obtaining the consent of any person whatsoever (including Co-owners and mortgagees of Units), during the Development and Sales Period, modify the size, boundaries, location, and configuration of Units and/or General or Limited Common Elements appurtenant or geographically proximate to any Units as described in the Condominium Subdivision Plan attached hereto as Exhibit B or any recorded amendment or amendments thereof, subject to the requirements of any governmental authority having jurisdiction over the Project, and further subject to Section 8.1 of this Master Deed. Any modifications by Developer in accordance with the terms of this Section 6.1 shall take effect upon the recordation of an amendment to the Master Deed. In addition, Developer may, in connection with any such amendment, re-adjust percentages of value for all or some Units to reflect the Unit modifications or Limited Common Element modifications, based upon the method by which percentages of value were originally determined for the Project. All of the Co-owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by Developer to effectuate the purposes of this Section 6.1 and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing Units which Developer determines are necessary in conjunction with any such amendments, subject to Section 8.1 of this Master Deed. Subject to the foregoing, all such interested persons irrevocably appoint Developer as agent and attorney-in-fact for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Section 6.2 Consolidation or Relocation of Units. During the Development and Sales Period, Developer may, in its sole discretion, and without the consent of any other person whatsoever (including Co-owners and mortgagees of Units), consolidate under single ownership two (2) or more Units which are located adjacent to one another, and/or relocate any boundaries between adjoining Units, subject to the requirements of any governmental authority having jurisdiction over the Project and further subject to Section 8.1 of this Master Deed. Developer shall give effect to the consolidation of Units and/or the relocation of Unit boundaries by amending this Master Deed with one or more amendments prepared by and at the sole discretion of Developer in the manner provided by law. Any amendment that consolidates or relocates the boundaries between Units shall identify the consolidated or relocated Unit(s) by number and, when appropriate, the percentage of value as set forth herein for the consolidated or relocated Unit(s) shall be proportionately allocated among the adjusted Condominium Units in order to preserve a total value of one hundred (100%) percent for the entire Project following such amendment or amendments to this Master Deed. Developer shall determine, in its sole discretion, any such re-adjustment of the percentages of value, provided that such readjustments shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project. Any such amendment or amendments to the Master Deed shall also contain such further definitions of Common Elements as may be necessary to adequately describe the Units in the Condominium Project as modified. All of the Co-owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by Developer to effectuate the purposes of this Section 6.2, subject to the limitations set forth herein, and to any proportionate reallocation of percentages of value of units which Developer determines are necessary in connection with any such amendments. All such interested persons irrevocably appoint Developer as agent and attorney-in-fact for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Any such amendments may be accomplished without re-recording the entire Master Deed or its exhibits.

Section 6.3 *Limited Common Elements.* Limited Common Elements shall be subject to assignment and re-assignment in accordance with Section 39 of the Act, to accomplish the rights to consolidate or relocate boundaries described in this Article VI or for other purposes.

Section 6.4 *Right to Construct Amenities.* Developer reserves the right to construct various amenities, including, by way of example, walking paths, detention basin areas, storm water drainage facilities, landscaping features, fences, walls, benches, tables, and other structures and improvements anywhere within the General Common Elements (the foregoing amenities shall be collectively referred to as the "Amenities"). If any such Amenities are included in the Condominium Project, all Co-owners shall be obligated to contribute to the maintenance, repair and replacement of the Amenities as an Association expense of administering the Project. However, Developer has no obligation to construct any Amenities or to include them in the Condominium Project. The final determination of the design, layout and location of such Amenities, if and when constructed, shall be at Developer's sole discretion.

ARTICLE VII

EASEMENTS

Section 7.1 *Easement For Maintenance of Encroachments.* In the event any portion of a structure located within a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for such encroachment, and for the maintenance, repair and restoration of the encroaching structure.

Section 7.2 *Easement For Utilities and Storm Water Drainage Facilities.* Developer reserves for itself, its successors and assigns, and the Association perpetual easements to, through and over those portions of the land in the Project (including all Units) necessary or useful for the continuing maintenance, repair and restoration of all driveways, lawns, and the Irrigation System within a Unit, and for all utilities in the Condominium, including, without limitation, a perpetual easement for the installation, maintenance, repair and replacement of the Sanitary Sewer System, Water Distribution System and storm water drainage facilities over, across and under certain portions of Units, as depicted on Exhibit B to this Master Deed. Developer reserves the right, without being required to obtain the consent of any Co-owner, mortgagee or other person who now or hereafter has any interest in the Condominium, to assign all or any portion of such easements for utilities and the maintenance, repair and replacement, thereof to governmental units and to enter into maintenance agreements with respect thereto by the recordation of an appropriate amendment to this Master Deed and Exhibit B. All of the Co-owners and mortgagees of Units and other persons now or hereafter interested in the Condominium Project from time to time shall be deemed to have unanimously consented to any amendments to this Master Deed to effectuate the foregoing easements, assignment of easements or execution of any related maintenance agreements. All such interested persons irrevocably appoint Developer as agent and attorney-in-fact to execute such amendments to this Master Deed and all other documents necessary to effectuate the foregoing.

Section 7.3 Easements Retained or Granted by Developer.

(a) **Utility Easements.** Developer reserves for itself and its agents, employees, representatives, guests, invitees, independent contractors, successors and assigns perpetual easements to utilize, operate, tap, tie into, extend and enlarge all utility improvements located within the Condominium Premises, including, but not limited to, water, sanitary sewer, storm sewer, gas, telephone, electrical, and telecommunications improvements. If any portion of the Condominium Premises shall be disturbed by reason of the exercise of any of the rights granted to Developer, its successors or assigns under this Section 7.3(a), Developer shall restore the disturbed portion of the Condominium Premises to substantially the condition that existed prior to the disturbance. At Developer's discretion, the cost of operating, maintaining, repairing and replacing any utility improvements referred to in this Section 7.3(a) may be shared by the Co-owners of this Condominium and the owners of adjacent properties. The Co-owners of this Condominium may be responsible from time to time for the payment of a proportionate share of said expense (to the extent said expenses are not paid by a governmental agency or public utility), which shall be determined by Developer in its reasonable discretion.

(b) **Additional Easements.** Developer reserves for itself and its agents, employees, representatives, guests, invitees, independent contractors, successors and assigns, the right, at any time prior to the expiration of the Development and Sales Period to reserve, dedicate and/or grant public or private easements over, under and across the Condominium Premises for the construction, installation, repair, maintenance and replacement of rights-of-way, roads, walkways, sidewalks, water mains, sanitary sewers, storm drains, swales, detention basins, electric lines, telephone lines, gas mains, cable television and other telecommunication lines and other public and private utilities, including all equipment, facilities and appurtenances relating thereto. Developer reserves the right to assign any such easements to governmental units or public/private utilities, and to enter into maintenance agreements with respect thereto. Specifically, Developer reserves the right to grant easements to the City for the maintenance, repair, and replacement of street lighting within the Project and for snow-plowing the roads, and the right to grant an easement on behalf of or to the Co-owners, their successors and assigns, for use of the detention basins and storm water drainage facilities in the Project. Any of the foregoing easements or transfers of title may be conveyed by Developer without the consent of any Co-owner, mortgagee or other person who now or hereafter shall have any interest in the Condominium, by the recordation of an appropriate amendment to this Master Deed and Exhibit B hereto. All of the Co-owners and mortgagees of Units and other persons now or hereafter interested in the Condominium Project from time to time shall be deemed to have unanimously consented to any amendments of this Master Deed to effectuate the foregoing easements or transfers of title. All such interested persons irrevocably appoint Developer as agent and attorney-in-fact to execute such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

(c) **Road Easements.** The Developer reserves for itself, its successors and assigns, an easement for the unrestricted use of all Roads and walkways in the Project for the purpose of ingress and egress to and from each and every portion of the Project, and the right to permit its agents, contractors, subcontractors and employees to go over and across, any portion of the General Common Elements from time to time as Developer may deem necessary for the construction, development and sales activities on the Condominium.

Section 7.4 *Grant of Easements by Association.* The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises, as are reasonably necessary or advisable for utility purposes, access purposes or other lawful purposes, including but not limited to, the right to grant easements to the City or the relevant public utility for the installation, maintenance and replacement of street lighting within the Project and for snow-plowing the roads, subject however, to the approval of Developer during the Development and Sales Period. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect to such easements be varied, without the consent of each person benefited or burdened thereby.

Section 7.5 *Easements for Maintenance, Repair and Replacement.* Developer, the Association and all public and private utilities shall have such easements over, under and across the Condominium Project, including all Units and Common Elements, as may be necessary to fulfill any installation, maintenance, repair, or replacement responsibilities, which any of them are required or permitted to perform under the Condominium Documents, by law or as may be necessary to respond to any emergency. The foregoing easements include, without limitation, the right of the Association to obtain access to a Unit during reasonable hours and upon reasonable notice to inspect the dwelling and any improvements constructed within a Unit to ascertain that they have been designed and constructed in conformity with the standards imposed and/or specific approvals granted by Developer (during the Development and Sales Period) and thereafter by the Association.

Section 7.6 *Telecommunications Agreements.* The Association, acting through its duly constituted Board of Directors and subject to Developer's approval during the Development and Sales period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees, as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Association enter into any contract or agreement or grant any easement, license or right of entry or do any other act which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing any telecommunications related equipment or improvements or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 7.7 *Dedication of Roads.* Developer reserves for itself and its successors and assigns, the right to dedicate all of the roads in the Project to public use. Developer further reserves the right to enter into maintenance agreements with respect thereto. The foregoing dedication may be conveyed by Developer without the consent of any Co-owner, mortgagee or other person who now or hereafter shall have any interest in the Condominium. All of the Co-owners and mortgagees of Units and other persons now or hereafter interested in the Condominium Project from time to time shall be deemed to have unanimously consented to such dedication. All such interested persons irrevocably appoint Developer as agent and attorney-in-fact to make such dedication and to act on behalf of all Co-owners and their mortgagees in any statutory or special assessment proceedings with respect to such dedicated roads and to take such further actions necessary to effectuate the foregoing. After certificates of occupancy have been issued for residences on one hundred (100%) percent of the Units in the Project, the foregoing rights may be exercised by the Association.

Section 7.8 Association Assumption of Obligations. The Association, on behalf of the Co-owners, shall assume and perform all of Developer's obligations under any easement pertaining to the Condominium Project or General Common Elements.

Section 7.9 Sidewalk Easement. Developer reserves for the benefit of itself and all Co-owners and the Association an exclusive, perpetual easement for the purpose of installing, maintaining, repairing and replacing the 5' concrete sidewalk in the Lyndon Avenue road right of way and Lyndon Park.

Section 7.10 Termination of Easements. Developer reserves the right, during the Development and Sales Period, to terminate and revoke any utility or other easement granted in or pursuant to this Master Deed at such time as the particular easement has become unnecessary. (This may occur, by way of illustration only, when a utility easement is relocated to coordinate development of property adjacent to the Condominium Project.) No easement for a utility may be terminated or revoked unless and until all Units served by it are adequately served by an appropriate substitute or replacement utility. Any termination or relocation of any such easement shall be effected by the recordation of an appropriate termination instrument, or, where applicable, amendment to this Master Deed in accordance with the requirements of the Act.

Section 7.11 Park Access and Drainage Facility Easements to the Benefit of the City.

(a) **Park Access.** In connection with its rights set forth in Article IV of this Master Deed, there shall exist for the benefit of the City an access easement to Lyndon Park for the purpose of maintaining said area if the Association fails to do so and the City deems it necessary or desirable. The easement granted herein may not be amended without the express written consent of the City. Nothing in this section shall be interpreted as providing general public access to Lyndon Park.

(b) **Drainage Facility Easement.** There also exists for the benefit of the City, easements for the maintenance, repair and replacement of the storm sewer and storm water drainage facilities and the Detention Basin, including easements across Unit boundaries, all as set forth on the Condominium Subdivision Plan.

Section 7.12 Emergency Vehicle and Public Services Access Easement. There shall exist for the benefit of the City, any emergency service agency and the United States Postal Service ("USPS"), an easement over all roads in the Condominium for use by City service providers, garbage and recyclables collection vehicles, emergency vehicles and USPS vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services and other lawful governmental or private emergency services to the Condominium Project and Co-owners thereof. This grant of easement shall in no way be construed as a dedication of any streets, roads or driveways to the public. This easement shall automatically terminate upon acceptance by the City of the dedication of the roads to the public.

Section 7.13 Entrance Monuments and Landscape Easement. Developer dedicates to the benefit of all Co-owners and the Association, an easement for the construction, maintenance, repair and replacement of the entrance monuments, entrance signs, park sign(s), if any, and landscaping in the Landscaped Open Space Areas and Lyndon Park.

Developer, for itself, its successors and assigns, grants to the Association, to any successor developer, and to the City a non-exclusive easement to enter upon the premises of the Condominium Project to do any maintenance and to take any action reasonably necessary to ensure that the improvements located within Landscaped Open Space Areas and Lyndon Park are maintained and used in accordance with the conditions and restrictions set forth in this Master Deed.

All of the covenants, restrictions, reservations, easements and servitudes set forth in this section shall run with the land. Any successor, assignee or grantee, by accepting the deed to any Unit, accepts the same subject to the covenants, restrictions, reservations, easements and servitudes and agrees for himself/herself and his/her heirs, administrators and assigns to be bound by each of the covenants, restrictions, reservations, easements and servitudes jointly, separately and severally.

Each covenant, restriction, reservation, easement and servitude contained herein shall be considered to be an independent and separate covenant and agreement and in the event one or more of the covenants, conditions, reservations, easements and servitudes shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, all remaining covenants, restrictions, reservations, easements and servitudes shall nevertheless remain in full force and effect.

ARTICLE VIII

AMENDMENT

This Master Deed, the Bylaws (Exhibit A to this Master Deed) and the Condominium Subdivision Plan (Exhibit B to this Master Deed) may be amended with the consent of two-thirds (2/3) of the Co-owners, except as hereinafter set forth:

Section 8.1 Co-owner Consent. Except as otherwise specifically provided in this Master Deed or Bylaws, no Unit dimension may be modified in any material respect without the consent of the Co-owner and mortgagee of such Unit, nor may the nature or extent of any Limited Common Element or the responsibility for maintenance, repair or replacement thereof be modified in any material respect without the written consent of the Co-owner and mortgagee of any Unit to which such Limited Common Element is appurtenant.

Section 8.2 By Developer. In addition to the rights of amendment provided to Developer in the various Articles of this Master Deed, Developer may, prior to the expiration of the Development and Sales Period, and without the consent of any Co-owner, mortgagee or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A that do not materially affect the rights of any Co-owner or mortgagee in the Project, including, but not limited to, amendments required by governmental authorities, or for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration or the Department of Housing and Urban Development, or by any other public or private mortgage insurer or any institutional participant in the secondary mortgage market.

Section 8.3 Change in Value of Vote and Percentages of Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor

shall the percentage of value assigned to any Unit be modified without such consent, except as provided in Article V or Article VI of this Master Deed.

Section 8.4 **Mortgagee Approval.** Pursuant to Section 90(1) of the Act, Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend this Master Deed and the Condominium Documents without the approval of any mortgagee, unless the amendment would materially alter or change the rights of a mortgagee, in which event the approval of two-thirds (2/3) of the votes of mortgagees of Units shall be required for such amendment. Each mortgage shall have one (1) vote for each Unit subject to a mortgage.

Section 8.5 **Termination, Vacation, Revocation or Abandonment.** The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of eighty (80%) percent of all Co-owners.

Section 8.6 **Developer Approval.** During the Development and Sales Period, the Condominium Documents shall not be amended nor shall the provisions thereof be modified in any way without the prior written consent of Developer. If the Association amends the Condominium Documents on its own initiative, with Developer approval, the Association shall pay for the cost of amending such Condominium Document(s), including reasonable attorneys' fees.

Section 8.7 **Amendments Requiring City Approval.** Notwithstanding anything in this Master Deed or Bylaws to the contrary, there shall be no amendment to or termination of Article IV, Section 4.3(e), Article VII, Section 7.11, 7.12 or 7.13, or any other provision which affects or limits the rights of the City of Livonia, as provided within the Master Deed, the Condominium Bylaws or Exhibit B, without first obtaining City review and approval of any such amendment.

ARTICLE IX

DEVELOPER'S RIGHT TO USE FACILITIES

Developer, its successors and assigns, agents and employees may maintain offices, model dwellings within Units, parking, storage areas and other facilities within the Condominium Project as it deems necessary to facilitate the development and sale of the Project. Developer shall have such access to, from and over the Project as may be reasonable to enable the development and sale of the Condominium Project. Developer shall reasonably restore the facilities utilized by Developer upon termination of such use.

ARTICLE X

ASSIGNMENT

Any or all of the rights and powers granted or reserved to Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by Developer to and assumed by any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Wayne County Register of Deeds.

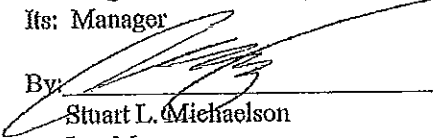
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LYNDON PARK DEVELOPMENT LLC,
a Michigan limited liability company

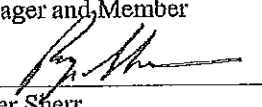
By: Adams Park Development LLC,
a Michigan limited liability company
Manager

By: Windmill Lyndon Park LLC,
a Michigan limited liability company
Its: Manager and Member

By: MM LLC,
a Michigan limited liability company
Its: Manager

By: 
Stuart L. Michaelson
Its: Manager

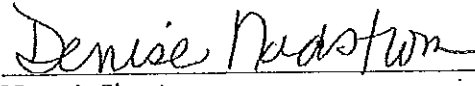
And By: SDC Ventures, LLC,
a Michigan limited liability company
Its: Manager and Member

By: 
Roger Sherr
Its: Manager

Acknowledged before me in Oakland County, Michigan, on December 1, 2021, by Stuart L. Michaelson, Manager of MM LLC, a Michigan limited liability company, which is the Manager of Windmill Lyndon Park LLC, a Michigan limited liability company, which is a Manager of Adams Park Development LLC, a Michigan limited liability company, which is the Manager of Lyndon Park Development LLC, a Michigan limited liability company, on behalf of the company.

Notary's Stamp

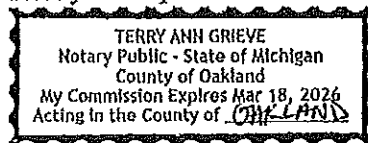
DENISE NORDSTROM
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Jan 17, 2027
ACTING IN COUNTY OF



Notary's Signature
Notary Public, OAKLAND County, Michigan
Acting in OAKLAND County, Michigan
My Commission Expires: 1-17-2027

Acknowledged before me in Oakland County, Michigan, on December 1, 2021, by Roger Sherr, Manager of SDC Ventures LLC, a Michigan limited liability company, which is a Manager of Adams Park Development LLC, a Michigan limited liability company, which is the Manager of Lyndon Park Development LLC, a Michigan limited liability company, on behalf of the company.

Notary's Stamp



Notary's Signature

Notary Public, OAKLAND County, Michigan

Acting in OAKLAND County, Michigan

My Commission Expires: 03/18/2026

Drafted By and When Recorded Return To:

GEORGE J. MAGER, JR.

THE WINDMILL GROUP, INC.

31333 W. Thirteen Mile Road, Suite 200

Farmington Hills, Michigan 48334

EXHIBIT "A"

CONDOMINIUM BYLAWS

LYNDON PARK

ARTICLE I

ASSOCIATION OF CO-OWNERS

Section 1.1 Formation; Membership. Lyndon Park, a residential Condominium Project located in the City of Livonia, Wayne County, Michigan, shall be administered by the Lyndon Park Association, a Michigan non-profit corporation (the "Association"). The Association shall be responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Condominium Bylaws referred to in the Master Deed and required by Section 53 of the Act and the Association Bylaws provided for under the Michigan Non-profit Corporation Act, as amended. Each Co-owner shall be a member in the Association and no other person or entity shall be entitled to membership. Co-owners are sometimes referred to as "Members" in these Bylaws. A Co-owner's share of the Association's funds and assets cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project, all of which shall be available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit or the Common Elements shall be subject to the provisions and terms set forth in the Condominium Documents.

Section 1.2 Definitions. Capitalized terms used in these Bylaws without further definition shall have the meanings given to such terms in the Master Deed or the Act, unless the context dictates otherwise.

Section 1.3 Conflicts of Terms and Provisions. In the event there is any conflict among the terms and provisions contained within the Master Deed or these Bylaws, the terms and provisions of the Master Deed shall control.

ARTICLE II

ASSESSMENTS

Section 2.1 Assessments Against Units and Co-owners. All expenses arising from the management, administration and operation of the Association in accordance with the authorizations and responsibilities prescribed in the Condominium Documents and the Act shall be levied by the Association against the Units and the Co-owners thereof, in accordance with the provisions of this Article II.

Section 2.2 Expenditures For Common Elements. All costs incurred by the Association to satisfy any liability or obligation arising from, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the

interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

Section 2.3 **Determination of Assessments.** Assessments shall be determined in accordance with the following provisions:

(a) **Budget.** The Board of Directors of the Association shall establish an annual budget ("Budget") in advance for each fiscal year and such Budget shall project all expenses for the ensuing year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of the Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular annual assessments, as set forth in Section 2.4 below, rather than by special assessments. At a minimum, the reserve fund shall be equal to ten (10%) percent of the Association's current annual Budget on a non-cumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for the Project, the Association should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserves should be established for other purposes from time to time. Upon adoption of a Budget by the Board of Directors, copies of the Budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said Budget. The applicable annual assessments, as levied, shall constitute a lien against all Units as of the first day of the fiscal year in which the assessments relate. Failure to deliver a copy of the Budget to each Co-owner shall not affect or in any way diminish such lien or the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in its sole discretion: (1) that the assessments levied are or may prove to be insufficient to pay the actual costs of the Condominium Project's operation and management, (2) to provide for repairs or replacements of existing Common Elements, (3) to provide additions to the Common Elements, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessments and to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors shall also have the authority, without Co-owner or mortgagee consent, to levy assessments for repair and reconstruction in the event of casualty pursuant to the provisions of Section 5.2 below. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and its Members, and shall not be enforceable by any creditors of the Association or its Members.

(b) **Special Assessments.** Special assessments, in addition to the general assessments required in Section 2.3(a) above, may be made by the Board of Directors from time to time, subject to Co-owner approval as hereinafter provided, to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 2.6 below, or (3) assessments for any other appropriate purpose that could not be covered by the annual assessment. Special assessments referred to in this subparagraph (b) shall not be levied without the prior approval of the Co-owners representing sixty (60%) percent or more of the combined percentage of value of all Units within the Condominium Project. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the

Association and its Members and shall not be enforceable by any creditors of the Association or its Members.

(c) Remedial Assessments. If any Co-owner fails to properly maintain, repair or replace his Unit in accordance with the provisions of Article VI below, which failure, in the opinion of the Board of Directors adversely affects the appearance of the Condominium Project as a whole, or the safety, health or welfare of the other Co-owners of the Condominium Project, the Association may, following notice to such Co-owner, take any actions reasonably necessary to maintain, repair or replace the Co-owner's Unit, and an amount equal to one hundred fifty (150%) percent of the cost thereof shall be assessed against the Co-owner of such Unit.

Section 2.4 Apportionment of Assessments and Penalty for Default. Unless otherwise provided in these Bylaws or in the Master Deed, all assessments levied against the Co-owners to cover administration expenses shall be apportioned among and paid by the Co-owners in accordance with the respective percentages of value allocated to each Co-owner's Unit in Article V of the Master Deed, without adjustment for the use or non-use of any General Common Element or any Limited Common Element appurtenant to a Unit. Annual assessments determined in accordance with Section 2.3(a) above shall be paid by Co-owners in advance in one (1) annual payment, two (2) semi-annual payments, four (4) quarterly installments or in twelve (12) monthly installments, as determined by the Association's Board of Directors. A Co-owner's payment obligations will commence with the acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. A Co-owner shall be in default of his assessment obligations if he fails to pay any assessment installment when due. A late charge not to exceed Twenty-Five and 00/100 (\$25.00) Dollars per month, together with interest at a rate established by the Association's Board of Directors which shall not exceed the maximum rate allowed by law, shall be assessed automatically by the Association upon any assessments in default for ten (10) or more days until the assessment installment together with the applicable late charges and accrued interest are paid in full. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) relating to his Unit, which may be levied while such Co-owner owns the Unit. Payments to satisfy assessment installments in default shall be applied as follows: first, to the costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such assessment installments; and third, to the assessment installments in default in the order of their due dates.

Section 2.5 Waiver of Use or Abandonment of Units. No Co-owner may exempt himself from liability for his assessment obligations by waiving the use or enjoyment of any of the Common Elements or by abandoning his Unit.

Section 2.6 Liens for Unpaid Assessments. The sums assessed by the Association which remain unpaid, including but not limited to regular assessments, special assessments, fines and late charges, shall constitute a lien upon the Unit or Units in the Project owned by the Co-owner at the time of the assessment and upon the proceeds of sale of such Unit or Units. Any such unpaid sum shall constitute a lien against the Unit as of the first day of the fiscal year in which the assessment, fine or late charge relates and shall be a lien prior to all claims except real property taxes and first mortgages of record. All charges, which the Association may levy against any Co-owner, shall be deemed to be assessments for purposes of this Section 2.6 and Section 108 of the Act.

Section 2.7 Enforcement.

(a) **Remedies.** In addition to any other remedies available to the Association, the Association may enforce the collection of delinquent assessments by a suit at law or by foreclosure of the statutory lien that secures payment of assessments. In the event any Co-owner defaults in the payment of any annual assessment installment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual, special or other assessments for the pertinent fiscal year to be immediately due and payable. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association until the default is cured; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit or the dwelling or other improvements constructed thereon. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Section 18.4 of these Bylaws. All of these remedies shall be cumulative and not alternative.

(b) **Foreclosure Proceedings.** Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. In addition, each Co-owner and every other person who from time to time has any interest in the Project, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he reviewed the provisions of this subparagraph and he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose any assessment liens by advertisement and waived the right to a hearing prior to the sale of the applicable Unit.

(c) **Notices of Action.** Notwithstanding the provisions of Section 2.7(b), the Association shall not commence a judicial foreclosure action or a suit for a money judgment or publish any notice of foreclosure by advertisement, until the Association has provided the delinquent Co-owner with written notice, sent by first class mail, postage prepaid, addressed to the delinquent Co-owner at his last known address, that one or more assessment installments levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies under these Bylaws if the default is not cured within ten (10) days from the date of the notice. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s) and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Wayne County Register of Deeds prior to the commencement of any foreclosure proceeding. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it under these Bylaws and under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall notify

the delinquent Co-owner of the Association's election and shall inform him that he may request a judicial hearing by bringing suit against the Association.

(d) Expenses of Collection. The expenses incurred by the Association in collecting unpaid assessments, including interest, costs, actual attorneys' fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the defaulting Co-owner and shall be secured by a lien on his Unit.

Section 2.8 Liability of Mortgagees. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrued prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of assessments or charges resulting from a pro rata reallocation of assessments or charges to all Units including the mortgaged Unit).

Section 2.9 Developer's Responsibility for Assessments. Developer, although a Member of the Association, shall not be responsible at any time for the payment of Association assessments, except with respect to Units owned by Developer that contain a completed and occupied residential dwelling. A residential dwelling is complete when it has received a certificate of occupancy from the City and is occupied if it is occupied as a residence. In addition, in the event Developer is selling a Unit with a completed residential dwelling thereon by land contract to a Co-owner, the Co-owner shall be liable for all assessments and Developer shall not be liable for any assessments levied up to and including the date, if any, upon which Developer actually retakes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. However, Developer shall at all times pay expenses of maintaining the Units that it owns, together with a proportionate share of all current maintenance expenses actually incurred by the Association from time to time (excluding reserves) for roadway and utility maintenance, landscaping, sign lighting and snow removal, but excluding management fees and expenses related to the maintenance, repair and use of Units in the Project that are not owned by Developer. For purposes of the foregoing sentence, Developer's proportionate share of such expenses shall be based upon the ratio of all Units owned by Developer at the time the expense is incurred to the total number of Units in the Project. In no event shall Developer be responsible for assessments for deferred maintenance, reserves for replacements, capital improvements or other special assessments, except with respect to Units that are owned by Developer that contain completed and occupied residential dwellings. Any assessments levied by the Association against Developer for other purposes, without Developer's prior written consent, shall be void and of no effect. In addition, Developer shall not be liable for any assessment levied in whole or in part to purchase any Unit from Developer or to finance any litigation or claims against Developer, any cost of investigating or preparing such litigation or claim or any similar or related costs.

Section 2.10 Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 2.11 Personal Property Tax Assessment of Association Property. The Association shall be assessed as the entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 2.12 **Construction Liens.** A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

Section 2.13 **Statement as to Unpaid Assessments.** The purchaser of any Unit may request a statement from the Association identifying the amount of any unpaid Association regular or special assessments relating to such Unit. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement identifying any existing unpaid assessments or a written statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of the sum identified in the statement within the period identified in the statement, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, if a purchaser fails to request such statement at least five (5) days prior to the closing of the purchase of such Unit, any unpaid assessments and the lien securing them shall be fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the sale proceeds thereof which has priority over all claims except tax liens in favor of any state or federal taxing authority and sums unpaid on a first mortgage of record, except that past due assessments which are evidenced by a notice of lien recorded pursuant to Section 2.7, have priority over a first mortgage recorded subsequent to the recording of the notice of the lien.

ARTICLE III

JUDICIAL ACTIONS AND CLAIMS

Actions on behalf of and against the Co-owners shall be brought in the name of the Association. Subject to the express limitations on actions in these Bylaws and in the Association's Articles of Incorporation, the Association may assert, defend or settle claims on behalf of all Co-owners in connection with the Common Elements of the Condominium. The commencement of any civil action (other than one to enforce these Bylaws or collect delinquent assessments, late charges or fines) shall require the approval of a majority in number and in value of the Co-owners, and shall be governed by the requirements of this Article III. The requirements of this Article III will ensure that the Co-owners are fully informed regarding the prospects and likely costs of any civil action the Association proposes to engage in, as well as the ongoing status of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the Association's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each Co-owner shall have standing to sue to enforce the requirements of this Article III. The following procedures and requirements apply to the Association's commencement of any civil action other than an action to enforce these Bylaws or to collect delinquent assessments, late charges or fines:

Section 3.1 **Board of Directors' Recommendation to Co-owners.** The Association's Board of Directors shall be responsible in the first instance for recommending to the Co-owners that a civil action be filed, and supervising and directing any civil actions that are filed.

Section 3.2. **Litigation Evaluation Meeting.** Before an attorney is engaged for purposes of filing a civil action on behalf of the Association, the Board of Directors shall call a special meeting of the Co-owners ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the Co-owners of the date, time and place of the litigation evaluation meeting shall be sent to all Co-owners not less than twenty (20) days before the date of the meeting and shall include the following information copied onto 8-1/2" x 11" paper:

(a) A certified resolution of the Board of Directors setting forth in detail the concerns of the Board of Directors giving rise to the need to file a civil action and further certifying that:

- (1) it is in the best interests of the Association to file a lawsuit;
 - (2) that at least one (1) member of the Board of Directors has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the Association, without success;
 - (3) litigation is the only prudent, feasible and reasonable alternative;
- and
- (4) the Board of Directors' proposed attorney for the civil action is of the written opinion that litigation is the Association's most reasonable and prudent alternative.

(b) A written summary of the relevant experience of the attorney ("litigation attorney") the Board of Directors recommends be retained to represent the Association in the proposed civil action, including the following information:

- (1) the number of years the litigation attorney has practiced law; and
- (2) the name and address of every condominium and homeowner association for which the attorney has filed a civil action in any court, together with the case number, county and court in which each civil action was filed.

(c) The litigation attorney's written estimate of the amount of the Association's likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation.

(d) The litigation attorney's written estimate of the cost of the civil action through a trial on the merits of the case ("total estimated cost"). The total estimated cost of the civil action shall include the litigation attorney's expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the civil action.

(e) The litigation attorney's proposed written fee agreement.

(f) The amount to be specially assessed against each Unit in the Condominium to fund the estimated cost of the civil action both in total and on a monthly per Unit basis, as required by Section 3.6 of this Article III.

Section 3.3 Independent Expert Opinion. If the lawsuit relates to the condition of any of the Common Elements of the Condominium, the Board of Directors shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board of Directors shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the litigation attorney or any other attorney with whom the Board of Directors consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy for use in a

civil action. The independent expert opinion will ensure that the Co-owners have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to all Co-owners with the written notice of the litigation evaluation meeting.

Section 3.4 Fee Agreement with Litigation Attorney. The Association shall have a written fee agreement with the litigation attorney, and any other attorney retained to handle the proposed civil action. The Association shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee arrangement unless the existence of the agreement is disclosed to the Co-owners in the text of the Association's written notice to the Co-owners of the litigation evaluation meeting.

Section 3.5 Co-Owner Vote Required. At the litigation evaluation meeting or at a subsequent special meeting of the Co-owners called for that purpose, the Co-owners shall vote on whether to authorize the Board of Directors to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the Association (other than a suit to enforce these Bylaws or collect delinquent assessments) shall require the approval of a majority in number and in value of the Co-owners. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

Section 3.6 Litigation Special Assessment. All legal fees incurred in pursuit of any civil action that is subject to this Article III shall be paid by special assessment of the Co-owners ("litigation special assessment"). The litigation special assessment shall be approved at the litigation evaluation meeting (or at any subsequent duly called and noticed meeting) by a majority in number and in value of all Co-owners in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board of Directors is not retained, the litigation special assessment shall be in an amount equal to the estimated total cost of the civil action, as estimated by the attorney actually retained by the Association. The litigation special assessment shall be apportioned to the Co-owners in accordance with their respective percentage of value interests in the Condominium and shall be collected from the Co-owners on a monthly basis. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed thirty-six (36) months.

Section 3.7 Attorney's Written Report. During the course of any civil action authorized by the Co-owners pursuant to this Article III, the retained attorney shall submit a written report ("attorney's written report") to the Board of Directors every thirty (30) days setting forth:

(a) The attorney's fees, the fees of any experts retained by the attorney, and all other costs of the litigation during the thirty (30) day period immediately preceding the date of the attorney's written report ("reporting period").

(b) All actions taken in the civil action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the reporting period.

(c) A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including, but not limited to, settlement discussions.

(d) The costs incurred in the civil action through the date of the written report, as compared to the attorney's estimated total cost of the civil action.

(e) Whether the originally estimated total cost of the civil action remains accurate.

Section 3.8 Monthly Board Meetings. The Board of Directors shall meet monthly during the course of any civil action to discuss and review:

- (a) the status of the litigation;
- (b) the status of settlement efforts, if any; and
- (c) the attorney's written report.

Section 3.9 Changes in the Litigation Special Assessment. If, at any time during the course of a civil action, the Board of Directors determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board of Directors shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the Co-owners, the Board of Directors shall call a special meeting of the Co-owners to review the status of the litigation, and to allow the Co-owners to vote on whether to continue the civil action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

Section 3.10 Disclosure of Litigation Expenses. The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action filed by the Association ("litigation expenses") shall be fully disclosed to Co-owners in the Association's annual budget. The litigation expenses for each civil action filed by the Association shall be listed as a separate line item captioned "litigation expenses" in the Association's annual budget.

Section 3.11 Co-owner Approval for Civil Actions Against Developer and First Board of Directors. Notwithstanding anything to the contrary contained in this Article III, any civil action proposed by the Board of Directors on behalf of the Association to be initiated against Developer, its agents or assigns, and/or the First Board of Directors of the Association or other Developer-appointed Directors, for any reason, shall be subject to approval by a vote of sixty-six and two-thirds (66-2/3%) percent of all Co-owners and notice of such proposed action must be given in writing to all Co-owners in accordance with Article VII. Such vote may only be taken in a meeting of the Co-owners and no proxies or absentee ballots shall be permitted to be used, notwithstanding the provisions of Article VII.

ARTICLE IV

INSURANCE

Section 4.1 Extent of Coverage. The Association shall, to the extent appropriate in light of the nature of the General Common Elements of the Project, carry fire and extended coverage, vandalism and malicious mischief and liability insurance (in minimum amounts to be determined by Developer or the Association in its discretion), officers' and directors' liability insurance and workmen's compensation insurance, if applicable, and other insurance the Association may deem applicable, desirable or necessary pertinent to the ownership, use and maintenance of the General Common Elements and such insurance, shall be carried and administered in accordance with the following provisions:

- (a) Responsibilities of the Association and the Co-owners. All of the insurance referenced in this Section 4.1 shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and

provision shall be made for the issuance of mortgagee endorsements to the mortgagees of Co-owners.

(b) Insurance of Common Elements. If applicable and appropriate, General Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, if any, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives, utilizing commonly employed methods for the reasonable determination of replacement costs.

(c) Premium Expenses. All premiums on insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

(d) Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the Co-owners and their mortgagees, as their interest may appear, provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be retained by the Association and applied for such repair or reconstruction.

Section 4.2 Authority of Association to Settle Insurance Claims. Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project and the Common Elements appurtenant thereto. Without limiting the foregoing, the Association shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefore, to collect insurance proceeds and to distribute the same to the Association, the Co-owners and their respective mortgagees, as their interests may appear (subject always to the Condominium Documents), and/or to utilize said proceeds for required repairs or reconstruction, to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to accomplish the foregoing purposes. The Association shall pay all costs and/or fees due and owing to any insurance agent or management agent representing the Association with respect to any insurance claim.

Section 4.3 Co-owner Responsibilities. Each Co-owner shall be responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to the dwelling and all other improvements constructed or to be constructed within the perimeter of his Unit, any Limited Common Elements appurtenant thereto and for his personal property located therein or thereon or elsewhere in the Condominium Project. The Association shall have no responsibility whatsoever to insure any such improvements or personal property. In addition, each Co-owner shall be obligated to obtain insurance coverage for personal liability for occurrences within the perimeter of the Unit and any appurtenant Limited Common Elements, naming the Association and Developer as additional insureds, and also for any other personal insurance coverage that the Co-owner wishes to carry. Each Co-owner shall deliver certificates of insurance to the Association from time to time to evidence the continued existence of all insurance required to be maintained by the Co-owner under this Section 4.3. If a Co-owner fails to obtain such insurance or to provide evidence of such insurance to the Association, the Association may, but is not obligated to, obtain such insurance on behalf of the Co-owner and the premiums for such insurance shall constitute a lien against the Co-owner's Unit, which may be collected in the same manner that assessments may be collected under Article II of these Bylaws.

Section 4.4 Waiver of Subrogation. The Association, as to all policies which it obtains, and all Co-owners, as to all policies which they obtain, shall use their best efforts to see that all property and liability insurance carried by the Association and any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

Section 4.5 Indemnification. Each individual Co-owner shall indemnify and hold harmless every other Co-owner, Developer and the Association for all damages and costs, including attorney's fees, which the other Co-owners, Developer or the Association may suffer as a result of defending any claim arising out of an occurrence on or within an individual Co-owner's Unit, Dwelling or appurtenant Limited Common Elements. Each Co-owner shall carry insurance to secure the indemnity obligations under this Section 4.5, if required by the Association, or if required by Developer during the Development and Sales Period. This Section 4.5 is not intended to give any insurer any subrogation right or any other right or claim against any individual Co-owner.

ARTICLE V

RECONSTRUCTION OR REPAIR

Section 5.1 Co-owner Responsibility for Repair. Each Co-owner shall be responsible for all reconstruction, repair and maintenance of the Dwelling and other improvements, fixtures and personal property within his Unit, and all Limited Common Elements appurtenant to the Unit. If any damage to the dwelling or other improvements constructed within a Co-owner's Unit adversely affects the appearance of the Project, the Co-owner shall proceed to remove, repair or replace the damaged property without delay.

Section 5.2 Association Responsibility for Repair. The Association shall be responsible for the reconstruction, repair and maintenance of the General Common Elements. Immediately following a casualty to property, which the Association is responsible for maintaining and repairing, the Association shall obtain reliable and detailed cost estimates to repair or replace the damaged property to a condition comparable to that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, there are insufficient funds for the payment of the reconstruction or repair, the Association shall make an assessment against all Co-owners for an amount, which when combined with available insurance proceeds, shall be sufficient to fully pay for the cost of repair or reconstruction of the damaged property. Any such assessment made by the Board of Directors of the Association shall be governed by Section 2.3(a) of these Bylaws. Nothing contained in this Section 5.2 is intended to require Developer or the Association to replace mature trees and vegetation with equivalent trees or vegetation.

Section 5.3 Timely Reconstruction and Repair. If any damage to Common Elements or a Unit adversely affects the appearance of the Project, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed to replace the damaged property without delay, and shall use its best efforts to complete such replacement within six (6) months from the date upon which the property damage occurred.

Section 5.4 Eminent Domain. Section 133 of the Act and the following provisions shall control in the event all or a portion of the Project is subject to eminent domain:

(a) **Taking of a Unit or Related Improvements.** In the event all or a portion of a Unit or any improvement thereon is taken by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interest may appear. If the entire Unit is taken by eminent domain, on the acceptance of such award by the Co-owner and his mortgagee, they shall be divested of all interest in the Condominium Project.

(b) **Taking of Common Elements.** If there is a taking of any portion of the General Common Elements, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective undivided interest in the General Common Elements unless pursuant to the affirmative vote of Co-owners representing greater than fifty (50%) percent in percentage of value of the total votes of all Co-owners qualified to vote, at a meeting duly called for such purpose, the Association is directed to rebuild, repair or replace the portion so taken or to take such other action as authorized by a vote of the Co-owners who hold a majority in percentage of value. If the Association is directed by the requisite number of Co-owners to rebuild, repair or replace all or any portion of the General Common Elements taken, the Association shall be entitled to retain the portion of the condemnation proceeds necessary to accomplish the reconstruction, repair or replacement of the applicable General Common Elements. The Association, acting through its Board of Directors, may negotiate on behalf of all Co-owners for any condemnation award for Common Elements and any negotiated settlement approved by the Co-owners representing sixty-six and two-thirds (66-2/3%) percent or more of the total percentages of value of all Co-owners qualified to vote shall be binding on all Co-owners.

(c) **Continuation of Condominium After Taking.** In the event the Condominium Project continues after a taking by eminent domain, then the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Units, based upon the continuing value of the Condominium being one hundred (100%) percent. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of obtaining the signature or specific approval of any Co-owner, mortgagee or other person.

(d) **Notification of Mortgagees.** In the event all or any portion of a Unit in the Condominium, or all or any portion of the Common Elements is made the subject matter of any condemnation of eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall notify each institutional holder of a first mortgage lien on any of the Units in the Condominium that is registered in the Association's book of "Mortgagees of Units" pursuant to Section 7.1 of these Bylaws.

Section 5.7 Notification of FHLMC. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then, upon request therefore by FHLMC, the Association shall give FHLMC written notice, at such address as it may from time to time direct, of any loss to or taking of the Common Elements of the Condominium, if the loss or taking exceeds Ten Thousand and 00/100 (\$10,000.00) Dollars in amount or if the damage or taking relates to a Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds One Thousand and 00/100 (\$1,000.00) Dollars.

Section 5.8 Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Co-owner, or any other party, priority over any rights of first

mortgagees of Units pursuant to their mortgages with respect to any distribution to Co-owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

ARTICLE VI

RESTRICTIONS

All of the Units in the Condominium shall be held, used and enjoyed subject to the following limitations and restrictions which do not constitute variances or approved deviations from requirements of applicable City ordinances which apply and must be adhered to notwithstanding these provisions and, in some instances, these limitations and restrictions may be more restrictive than applicable City ordinances and agreements:

Section 6.1 Use of Units. No Condominium Unit shall be used for other than single-family residential purposes and the Common Elements shall be used only for purposes consistent with single family residential use. No building of any kind whatsoever shall be erected, re-erected, moved or maintained on any Unit, except one single-family dwelling and appurtenant attached structures. Each Dwelling shall be designed and erected for occupation as a single-family residence and shall have an attached garage for the sole use of the occupants of the Dwelling within the Unit.

Section 6.2 Use of General Common Elements. No member shall alter or change any of the General Common Elements from the way they were originally installed or constructed by the Developer without the express written approval of the Board of Directors. The Board of Directors, in its sole discretion, may disapprove any such request. Even after approval, a member shall be responsible for all damages to any other Units and the improvement thereon or to the Common Elements, resulting from any such alteration. The Board of Directors may appoint an Architectural Control Committee and may delegate to it responsibility for establishing additional rules relating to the use and appearance of Units, the Dwellings constructed thereon, Common Elements and the approval of the construction, maintenance and repair thereof not herein provided.

Section 6.3 Character and Size of Buildings. No Dwelling shall be permitted on any Unit unless, in the case of a one-story building, the living area thereof shall be not less than One Thousand Three Hundred (1,300) square feet; in the case of a one and one half story building, the living area thereof shall not be less than One Thousand Six Hundred (1,600) square feet; in the case of a two story building, the living area thereof shall not be less than One Thousand Six Hundred (1,600) square feet. No building greater than two and one-half (2 1/2) stories or taller than thirty-five (35) feet to the midpoint of the roof shall be constructed (a walkout basement shall not be considered as a story). All computations of square footage for determination of the permissibility of erection of residences under this section shall be exclusive of basements, attics, garages, porches or similar areas. No Dwelling shall be less than thirty-nine (39) feet in width. All plans are subject to be reviewed and approved by the Developer prior to the commencement of construction during the Development and Sales Period and thereafter by the Association. Each Dwelling shall be constructed with brick on all four sides of the first floor.

Section 6.4 Exterior Surface of Dwellings. The visible exterior walls of all Dwelling structures shall be made of brick (full face four inch [4"] brick), wood, cement fiberboard, cut stone, fieldstone, LP Smart Siding, ledge rock or stucco. The use of asphalt, cement block, cinder, slag, plywood, panel brick is prohibited, except that panel brick (matching the brick used to construct the Dwelling) may be used to finish an interior chimney chase. 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. Windows and doors made of unpainted aluminum or non-factory painted

aluminum are prohibited. The color of windows, doors, sidings, screens and roof material shall be subject to the approval of the Architectural Control Committee.

Section 6.5 *Roof Design.* Primary roofs with less than a six-twelfths (6/12) pitch are prohibited, unless approved in writing by the Architectural Control Committee. Roofs must be of shingle construction using fiberglass or asphalt shingles.

Section 6.6 *Grade.* The grade and topography of any Unit in the Project may not be changed after original construction without the written consent of the Municipality and the Developer during the Development and Sales Period, and thereafter the Association.

Section 6.7 *Garages.* All garages must be attached to the dwelling. No garage shall provide space for less than two (2) automobiles. Garages shall be front entry or may be side entry where possible.

Section 6.8 *Driveways.* All driveways, aprons and parking areas must be paved with concrete or asphalt or may be constructed with brick pavers. The driveways must be completed within six (6) months of the date of issuance of the temporary certificate of occupancy.

Section 6.9 *Antennas, Cable Television Dish.* No radio, television or other communication antennas or satellite dishes of any type shall be installed on or outside of any home or other structure located on a Unit that is visible from the street directly in front of the residential structure, unless such placement is necessary for the reception of an acceptable quality signal, and in such event, the Co-owner must first apply to the Board of Directors of the Association to confirm the necessity for such placement. The Board of Directors may impose reasonable rules and regulations on the use of any Units or Limited Common Elements for the placement of telecommunications equipment, including antennae and satellite dishes, that do not unreasonably delay a Co-owner's access to telecommunications services and otherwise complies with the then-applicable Federal Communications Commission's (or its successors) rules with respect to telecommunications equipment installation on commonly owned property. The Developer and the Association shall also comply with other applicable federal and state laws when enforcing this restriction. Any Co-owner installing or having telecommunications equipment installed shall provide written notice to the Association not less than 48 hours prior to installation so that the Association has an opportunity to assure it is not installed on General Common Elements or in violation of applicable rules. The Co-owner shall provide the name of the service provider and the name of the owner of the telecommunications equipment to the Association so that the Association will know who to contact in the event telecommunications equipment is damaged, installed in an unsafe manner, or is maintained in an unsafe or unsightly manner. Co-Owners may install any antenna or satellite dish designed to receive direct broadcast satellite service, including direct-to-home satellite services, that is one meter or less in diameter; or, an antenna designed to receive video programming services via multipoint distribution services, including multi-channel, multipoint distribution services, instructional television fixed services and local multipoint distribution services, that is one meter or less in diameter or two meters or less in diagonal measurement; or an antenna that is designed to receive television broadcast signals that is one meter or less in diameter or two meters or less in diagonal measurement. However, no telecommunications equipment of any type, may be placed on the General Common Elements unless both of the following conditions have been met:

(a) The telecommunications equipment has been approved by the Developer (during the Development and Sales Period), or the Association thereafter; and

(b) The proposed telecommunications equipment is for the benefit of the members of the Association at large and not limited in availability to the Co-owners of specific Units.

The placement of radio, television or other communication antenna or satellite dish shall also comply with City ordinances.

Section 6.10 Exterior Lighting. No exterior lighting shall be installed so as to disturb the occupants of neighboring Units or impair the vision of traffic on any street.

Section 6.11 Sump Pumps. All sump pumps shall be connected to the storm sewer system, in locations as approved by the Developer during the Development and Sales Period, and thereafter by the Association.

Section 6.12 Utility Lines. All utility lines, including electric, gas, telephone and cable television, must be installed underground, unless a utility company requires an overhead line as a result of a condition which is particular to that site.

Section 6.13 Porches, Decks or Patios. No unsightly condition shall be maintained upon any porches, decks or patios and only furniture and equipment consistent with ordinary yard, porch, deck or patio use shall be permitted. All decks and patios erected on a Unit shall comply with these restrictions and City ordinances, be approved by the Developer during the Development and Sales Period, and thereafter by the Association, and be approved by the City. All decks and patios shall be located within the Unit at the rear of the residential structure located within the width of the Dwelling located in the Unit. All decks shall be constructed of wolmanized wood, cedar or composite material. All patios shall be constructed of cement slab or brick pavers. Either decks or patios may be constructed of other materials, as approved by the Developer during the Development and Sales Period, and thereafter by the Association.

Section 6.14 Fences, Walls, Privacy Walls. No fence, wall or privacy wall may be constructed or maintained within a Unit or on the Common Elements except: a) a Co-owner may maintain any existing wall or fence located within the Unit which is along the perimeter of the Condominium Premises; b) a Co-owner may maintain a decorative wall or fence as part of a landscaping feature if approved in writing by the Association; and c) a Co-owner may construct and maintain fences required by the City to be erected and maintained around the perimeter of a swimming pool. Any fence around a swimming pool shall be constructed within 5 feet of the pool and may not serve as a fence around the exterior perimeter of the Unit. Any fence around a swimming pool shall be decorative in nature. The location of the fence and the materials used to construct the fence must be approved by the Association in writing before the installation of the fence.

Section 6.15 Swimming Pools. No swimming pool may be built which is higher than one foot (1') above the final grade of the Unit.

Section 6.16 Trailers, Boats, Recreation and Commercial Vehicles. No house trailers, commercial vehicles, boat trailers, boats, camping, recreational vehicles or camping trailers, horse trailers or other utility trailers or vehicles may be parked on or stored on any Unit. However, a construction trailer may be maintained by each Builder or independent contractor contracting with a Co-Owner during the Development and Sales Period when new houses are under construction in the Project.

Section 6.17 Temporary Structures. Trailers, shacks, barns or any temporary buildings of any description whatsoever are expressly prohibited and no temporary occupancy shall be permitted in unfinished buildings. The Developer, any Builders or their subcontractors and/or independent contractors contracting with a Co-Owner, may erect temporary storage buildings for materials and supplies to be used in the construction of houses during the Development and Sales Period.

Section 6.18 Trash and Garbage. No Co-Owner shall throw or allow to accumulate on his or any other Unit or the Common Elements, trash, refuse or rubbish of any kind. No Co-Owner shall dump or otherwise dispose of chemicals, motor oil, paint, gasoline or petroleum distillates in, over or within the Project or the sanitary or storm sewer drains serving the Project. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and the same shall not be kept, except in sanitary containers properly concealed from public view. Garbage containers shall not be left at the roadside for more than twenty-four (24) hours in any one week.

Section 6.19 Animals or Pets. No farm animals, livestock or wild animals may be kept, bred or harbored at the Condominium. No household pets shall be bred at the Condominium. No animal may be kept or bred on any Unit for any commercial purpose. No dangerous or savage animal shall be kept, bred or harbored at the Condominium. The maximum number of dogs and/or cats maintained at a Unit shall be two (2) dogs or two (2) cats or one (1) dog and one (1) cat. Ordinary household pets shall have such care and restraint so as not to be dangerous, obnoxious or offensive on account of noise, odor or unsanitary conditions. No such pet may be permitted to run loose upon the Common Elements, Limited or General. Pet owners shall clean up after pets and pick up and dispose of any pet excrement. Any person who causes an animal to be brought or kept in the Condominium shall indemnify and hold harmless the Association from any damage, loss or liability which might accrue to the Association as a result of the presence of such animal in the Condominium. The Owner of a pet must obtain any license for a pet which is required by the Association.

Section 6.20 Remodeling and Alteration of Structures. No exterior alterations or changes may be made to the exterior of any Dwelling or any other structure erected on any Unit until the plans and specification showing the nature, kind, shape, height, color, materials and location of the proposed modifications have been submitted to and approved in writing by the Developer during the Development and Sales Period, and thereafter by the Association.

Section 6.21 Maintenance of Improvements. Each Co-Owner shall keep the Dwelling within the Unit in good condition and in good repair at all times. The exterior of all Dwellings and other structures shall be maintained in good repair, structurally sound and in a sanitary condition so as not to threaten the health, safety or welfare of any occupant or any Co-Owner or to substantially detract from the appearance of the Project as a whole or any area of the Project.

Section 6.22 No Use of Firearms or Dangerous Weapons. No member shall use, or permit any occupant, agent, employee, invitee, guest or member of his family to use, any firearms, rifles, shotguns, handguns, air rifles, pellet guns, BB guns, crossbows and archery equipment, or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium Premises.

Section 6.23 Activities. No member owning any Unit shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the insurance rate on the Condominium without the written approval of the Association. Each member who is the cause thereof shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition.

Section 6.24 Aesthetics. The General Common Elements shall not be used to store supplies, materials, personal property, trash or refuse of any kind, except as designated by the Association. There shall not be any drying, shaking, or airing of clothing or other fabrics outside of the Dwelling. In general, no activity shall be carried on nor condition maintained by a member, either in his Unit or upon the Common Elements, which spoils the appearance of the Condominium.

Section 6.25 Obstructions in the Roads and General Common Element Areas. Roads and all of the General Common Elements, shall not be obstructed in any way nor shall they be used for purposes other than those for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or benches may be left unattended on or about the General Common Elements, without the prior written consent of the Board of Directors.

Section 6.26 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 Co-Owner. Signs for purposes of resale shall be limited to one sign per Unit, not exceeding four (4) 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. The provisions of this paragraph shall not apply to signs installed or erected on any Unit by the Developer, a Builder, or any entity that acquires title to one or more Units for the purpose of residential construction on those Units and subsequent resale, during such periods as any Units shall be "for sale" or used as a model or for display purposes by the Developer, Builder or other entity. Political signs for a period of three months (90 days) prior to an election may be displayed, one (1) sign per candidate, ground-mounted, on the Unit. No political sign shall be permitted on any of the General Common Elements. No political sign shall exceed four (4) square feet. In addition to these restrictions and limitations, a Co-Owner must also comply with any City ordinance relating to signs.

Section 6.27 Destruction of Building by Fire, etc. Any debris resulting from the destruction, in whole or in part, of any Dwelling within any Unit shall be removed as soon as possible from such Unit in order to prevent an unsightly or unsafe condition.

Section 6.28 Unit Leasing and Rental. A Co-Owner may lease his Unit for the same purposes set forth in this Article provided that written disclosure of such lease transaction is submitted to the Association in the manner specified in subsection "1" below, and provided that written approval (which approval shall not be unreasonably withheld) of such transaction is obtained from the Association. No Co-Owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy, except under a lease, the initial term of which is at least six (6) months, unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium in its discretion. Any rental arrangement and lease shall also comply with any applicable City ordinance.

(a) **Leasing Procedures.** The leasing of Units in the Project shall conform to the following provisions:

(1) A Co-Owner, not including the Developer until after the Transitional Control Date, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential lessee and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. The Co-Owner and the Developer, if applicable, shall also provide the Association with a copy of the executed lease. If no written lease is to be used, then the Co-owner or the Developer, if applicable, shall supply the Association with the name and address of the lessees or occupants, along with the rental amount and due dates of any rent or compensation payable to a Co-owner or the Developer, if applicable, the due dates of that rental and compensation, and the term of the proposed arrangement.

(2) Tenants and non-owner occupants shall comply with all of the conditions of the Condominium Documents and all leases and rental agreements shall so state.

(3) If the Association determines that the tenant or non-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

(i) The Association shall notify the Co-Owner by certified mail advising of the alleged violation by the tenant.

(ii) The Co-Owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

(iii) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-Owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non-owner occupant and, simultaneously, for money damages in the same action against the Co-Owner and tenant or non-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subsection may be by summary proceeding. The Association may hold both the tenant and the Co-Owner liable for any damages to the Common Elements caused by the Co-Owner or tenant in connection with the Unit or Condominium Project.

(iv) When a Co-Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-Owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from any rental payment due the Co-Owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions to pay past due and future assessments shall not constitute a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent otherwise due from the Co-Owner to the Association, then the Association may do the following: (a) issue a statutory notice to quit for non-payment of rent to the tenant and the Association shall have the right to enforce the notice by summary proceeding; (b) initiate proceedings on the Association's behalf or derivatively by the Co-Owners on behalf of the Association, an action for both eviction against the tenant or non-Co-Owner and, simultaneously, an action for money damages against the Co-Owner and tenant or non-Co-Owner occupant for breach of the conditions of the Condominium Documents.

Section 6.29 Landscaping.

(a) *Installation.* Any Co-owner taking occupancy of a newly constructed residence upon any Unit between September 1 and April 30 shall have the landscaping improvements, including, but not limited to, trees, plantings, shrubs and lawns, installed no later than the next August 31. Any Co-owner taking occupancy of a newly constructed residence between May 1 and August 31 shall have the landscaping improvements as described above installed within one hundred twenty (120) days after taking occupancy but no later than November 30. Failure to install the landscaping improvements shall result in

a fine of \$500.00 which will become a lien on the Unit thirty (30) days after the last date applicable to the subject Unit for installation of the landscaping improvements unless the fine is paid by that date or the date for installation of the landscaping improvements is extended in writing by the Association to a future date certain. Under Sections 2.6 and 18.1 of these Condominium Bylaws, the Association has the right to foreclose the lien. No shrub or planting which obstructs sight lines shall be placed or permitted to remain on any corner Unit within the triangular area formed by the lot lines and a line connecting them at points twenty-five feet (25') from the intersection of the lot lines, or in the case of a rounded property corner, from the intersection of the lot lines as though extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of the sight lines.

(b) Maintenance. The Unit and the right-of-way contiguous to each Unit shall be kept free of weeds by the Co-owner, and all landscaping and lawns shall be well-maintained at all times. All lawn areas on a Unit shall be maintained by regular mowing during the months of April through October of each year unless weather conditions otherwise require additional mowing. All lawn and landscaping areas shall be kept in a vigorous, weed free, growing condition by regularly scheduled lawn care practices (i.e., fertilization, irrigation, and similar measures). Each year all dead and sparse grass areas shall be restored to a dense and healthy condition. Trees and shrubs located on a Unit shall be pruned and maintained according to standard horticultural practices to keep them in a neat and healthy condition. Broken, dead and unsafe branches shall be removed when said condition occurs. Trees, shrubs and other plantings shall be replaced with similar material when plantings are more than fifty percent (50%) dead.

(c) Irrigation Systems. Co-Owners shall install an irrigation system for all landscaped areas within the Unit. All landscape irrigation systems shall be kept operable as designed and shall be utilized as site and weather conditions dictate to ensure healthy, quality lawns and landscape.

(d) Drainage Systems. Drainage systems shall be maintained free of debris, mud, silt, or other conditions and shall be kept fully operable as designed and built.

Section 6.30 Mailboxes. The Association shall maintain, repair, and replace, as necessary, the mailboxes and mailbox stands in the areas dedicated for mailboxes in the Park areas of the Condominium, as shown on the Condominium Subdivision Plan. A Co-owner may not install or maintain a separate mailbox. A Co-owner shall not install or maintain a separate receptacle for newspapers, magazines or other similar materials. Each Co-owner shall pay the Association that Co-owner's pro-rata share of the cost of installing or replacing the mailboxes and mailbox stands. If a Co-owner or the Co-owner's tenant, guest or invitee, or the guest or invitee of the Co-owner's tenant, damages any mailbox or mailbox stand, such Co-owner shall be responsible for repairing or replacing the damaged mailbox(es) or mailbox stand with the identical mailbox(es) or mailbox stand or one that is substantially similar if an identical one is not available. If the Co-owner fails to repair or replace the damaged mailbox(es) or mailbox stand, the Association shall repair or replace the damaged mailbox(es) or mailbox stand and the Co-owner shall reimburse the Association for the cost of repairing or replacing the mailbox(es) and mailbox stand within ten (10) days after the Association makes a written demand for payment.

Section 6.31 Rules and Regulations. Reasonable rules and regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the Board of Directors appointed by the Incorporator and its successors. Copies of all such rules and regulations and amendments thereto shall be furnished to all members and shall become effective ten (10) days after mailing or delivery thereof to the designated voting representative of each member. Any such rule, regulation or amendment may be revoked at any time by the affirmative vote of more than fifty (50%)

percent of all members at any duly convened meeting of the Association, except that the members may not revoke any rule, regulation or amendment prior to the First Annual Meeting of the Association.

Section 6.32 Application of Restrictions to Developer. None of the restrictions contained in this Article shall apply to any of the activities of the Developer, a Builder or other entity that acquires title to one or more Units for the purpose of residential construction on those Units and subsequent resale, during the Development and Sales Period, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation and Bylaws as the same may be amended from time to time.

Section 6.33 Sales -- Business Office. Notwithstanding anything to the contrary elsewhere herein contained, Developer or any entity that acquires title to one or more Units for the purpose of residential construction on those Units and subsequent resale, shall have the right to maintain a sales office (including a mobile office), a business office (including a mobile office), a construction office (including a mobile office), model units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to facilitate the development and sale of the entire Project. During the Development and Sales Period, the Developer, or other entity, shall be responsible for all costs related to maintaining such sales and business offices as provided under this section, including all costs related to Units and Common Elements used by the Developer, Builder or other entity in furtherance of the development and sale of the Project. Developer may assign these rights during the Development and Sales Period. Developer shall restore the areas so utilized under this section, whether used by the Developer or by its assignee(s), to habitable status upon termination of use, or such costs required to restore same shall be chargeable to the Developer by the Association.

Section 6.34 Architectural Review Committee.

(a) No building, fence, wall, deck, swimming pool, outbuilding, drainage structure or other structure, or exterior improvement shall be commenced, erected or maintained on any Unit, nor shall any exterior addition to or change or alteration therein or change in the exterior appearance thereof be made until the plans and specifications showing the kind, size, shape, height, colors, materials, topography and location of the same on the Unit shall have been submitted to and approved in writing by an architectural review committee (the "Committee"). The Committee shall be composed of three (3) persons appointed by the Association. Committee members are not required to be Members of the Association, and may be employees, officers, directors, agents or affiliates of the Developer. Each member of the Committee shall serve until he resigns or is replaced by a subsequent appointee. Neither the Developer nor the Committee shall have any liability whatsoever for the approval or disapproval of any plans or specifications.

(b) Preliminary plans describing the improvements proposed to be made may be submitted to the Committee for preliminary consideration and approval prior to the preparation and submission of the plans and specifications described in subsection (c) below.

(c) Plans and specifications for final consideration for approval by the Committee shall include the following:

- (i) Complete plans and specifications sufficient to secure a building permit in the Municipality including a dimensioned plot plan showing the Unit and placement of all improvements;
- (ii) Front elevation, side elevations and rear elevation of the building, plus elevations of any walls and fences;

- (iii) A perspective drawing, if deemed necessary by the Committee, to interpret adequately the exterior design;
- (iv) Data as to size, materials, colors and texture of all exteriors, including roof coverings and any fences and walls;
- (v) One set of plans (no less than 12" X 18" in size) to be left with the Committee until construction is completed;
- (vi) Any other data, drawings or materials which the Committee requests in order to fulfill its function.

(d) No approval by the Committee shall be valid if the structure or improvement violates any of the restrictions as otherwise set forth in Article VI of these Bylaws, except in cases where waivers have been granted as provided for herein.

(e) The Committee may disapprove plans because of noncompliance with any of the restrictions set forth in these Bylaws, or because the Committee is not satisfied with the grading and drainage plan, the location of the structure on the Unit, the materials used, the color scheme, the finish, design, proportion, shape, height, style or appropriateness of the proposed improvement or alteration or because of any matter or thing, which, in the judgment of the Committee, would render the proposed improvement or alteration inharmonious with, or out of keeping with, the objectives of the Developer in the creation of the Condominium or the provisions of these Bylaws as determined by the Committee, in its sole discretion, or with improvements erected or to be erected on other Units in the Condominium, including purely aesthetic considerations. No member of the Committee shall be liable for any approval or disapproval of any plan. The decision of the Committee is final and there is no appeals process.

(f) If the Committee fails to approve or disapprove plans within thirty (30) days after the proper and complete submission of plans and specifications, then such approval will not be required, but all other limitations, conditions and restrictions set forth in the Master Deed shall apply and remain in force as to such plans, specifications, and improvements.

(g) Committee approval shall be deemed given if either (a) the plans and specifications submitted for approval are marked or stamped as having been finally approved by the Committee, or (b) an approval form specifying the plans and specifications submitted for approval is dated and signed by two (2) members of the Committee who were validly serving on the Committee on the date of such approval.

(h) The Committee may, but shall not be required to, adopt guidelines for its approval process. The guidelines, if adopted, may include discussion of aesthetic standards to be utilized by the Committee in approving plans and specifications, preferred materials, preferred styles of residences, and other matters which will assist Co-owners seeking Committee approval. The guidelines, if adopted, will be intended solely for the purposes of illustrating and explaining current Committee standards. The guidelines shall not be construed to create any obligation on the part of the Committee to approve or reject any specific plan or specification or to otherwise modify or diminish the discretion of the Committee under this Article.

(i) The Committee may charge a review fee of a maximum of Two Hundred Fifty Dollars (\$250.00) to any Builder or Co-owner for the purposes of reviewing plans for the

construction of a residence. The fee may not be utilized for the purposes of paying salaries to any members of the Committee but shall be utilized exclusively for the purposes of reimbursing actual expenses of the Committee, including, but not limited to, professional review fees of independent consultants.

Section 6.35 Non-Co-Owner Compliance.

(a) All non-Co-Owner occupants of or visitors to any unit shall comply with all of the terms and conditions of the Condominium Documents and the provisions of the Act.

(b) If the Association determines that a non-Co-Owner occupant or visitor has failed to comply with the conditions of the Condominium Documents, or the provisions of the Act, the Association shall take the following action: (i) the Association shall advise the appropriate member by certified mail of the alleged violation by a person occupying or visiting his unit; (ii) the member shall have fifteen (15) days after receipt of the notice to investigate and correct the alleged breach or advise the Association that a violation has not occurred; (iii) if after fifteen (15) days the Association believes that the alleged breach has not been cured or may be repeated, it may impose an assessment against the Unit occupied by the non-Co-Owner or visitor to cover the cost incurred by the Association to cure the breach, if any, and the Association may institute, on its behalf, or derivatively by the members on behalf of the Association if it is under the control of the Developer, an action for eviction against the non-co-owner occupant or visitor and, simultaneously, for money damages against the member and non-co-owner occupant or visitor for breach of the conditions of the Condominium Documents or of the Act. The relief set forth in this Section may be by any appropriate proceeding. The Association may hold both the non-co-owner occupant or visitor and the member liable for any damages caused to the Condominium. If the violation is determined to be of an emergency nature, the Association may apply to the appropriate court for, and obtain injunctive relief, in addition to all other remedies, including money damages as above.

Section 6.36 Co-Owner Maintenance. Each Co-Owner shall maintain his or her Unit, the Dwelling constructed thereon, and any Limited Common Elements appurtenant thereto for which he or she has maintenance responsibility in a safe, clean and sanitary condition. Each Co-Owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, landscaping and the telephone, water, sanitary sewer, storm sewer, irrigation, gas, plumbing, electrical or other utility conduits and systems and any other Common Elements which are appurtenant to or which may affect any other Unit. Each Co-Owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him or her, or his or her family, guests, contractors, agents or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility, unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible Co-Owner shall bear the expense to the extent of the deductible amount). Each individual Co-Owner shall indemnify the Association and all other Co-Owners against such damages and costs, including attorneys' fees, and all such costs or damages to the Association may be assessed to and collected from the responsible Co-Owner in the manner provided in Article II hereof.

Section 6.37 Enforcement. Failure to comply with any of the terms of the Act, the Master Deed, these Bylaws, the Articles of Incorporation or Rules and Regulations of the Association, shall be grounds for relief, which may include, without limitation, an action to recover sums due for such damages, injunctive relief and any other remedy that may be appropriate to the nature of the breach. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by the Act, the Master Deed, these Bylaws, the Articles of Incorporation, or Rules and Regulations of the

Association, shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future. The Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period, which right of enforcement shall include (without limitation) an action to restrain the Association or any Co-Owner from any activity prohibited by these Bylaws.

Section 6.38 Waiver. During the Development and Sales Period, the Developer, and thereafter the Association, may waive the restrictions contained herein if it reasonably determines that the harmony and appearance of the community will not be adversely affected thereby.

ARTICLE VII

MORTGAGES

Section 7.1 Notice to Association. Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within sixty (60) days.

Section 7.2 Notification of Meetings. Upon request submitted to the Association, any institutional holder of a first mortgage lien on a Unit shall be entitled to receive written notification of every meeting of the Members of the Association and to designate a representative to attend such meeting.

ARTICLE VIII

VOTING

Section 8.1 Vote. Except as otherwise specifically provided in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned. With respect to those Sections of these Bylaws which require votes to be cast on a percentage of value basis, each Co-owner's Unit shall be assigned the number votes proportionate to the percentage of value pertaining to such Co-owner's Unit.

Section 8.2 Eligibility to Vote. No Co-owner, other than Developer, shall be entitled to vote at any meeting of the Association until he has presented to the Association evidence that the Co-owner owns a Unit. Except as provided in Section 11.2 of these Bylaws, no Co-owner, other than Developer, shall be entitled to vote prior to the date of the First Annual Meeting of Members held in accordance with Section 11.2. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 8.3 below or by a proxy given by such individual representative. Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of Members and shall be entitled to vote during such period notwithstanding the fact that Developer may own no Units at some time or from time to time during such period. At the First Annual Meeting, and thereafter, Developer shall be entitled to vote for each Unit that it owns.

Section 8.3 Designation of Voting Representative. Each Co-owner shall file with the Association a written notice designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of the Co-

owner. If a Co-owner designates himself as the individual representative, he need not file any written notice with the Association. The failure of any Co-owner to file any written notice with the Association shall create a presumption that the Co-owner has designated himself as the voting representative. The notice shall state the name and address of the individual representative designated, the address of the Unit or Units owned by the Co-owner and the name and address of each person, firm, corporation, partnership, limited liability company, association, trust or other entity who is the Co-owner. The notice shall be signed and dated by the Co-owner. The Co-owner may change an individual representative at any time by filing a new notice in accordance with this Section 8.3. In the event a Unit is owned by multiple Co-owners who fail to designate an individual voting representative for such Co-owners, the Co-owner whose name first appears on record title shall be deemed to be the individual representative authorized to vote on behalf of all the multiple Co-owners of the Unit(s) and any vote cast in person or by proxy by said individual representative shall be binding upon all such multiple Co-owners.

Section 8.4 Quorum. The presence in person or by proxy of Co-owners representing thirty-five (35%) percent of the total number of votes of all Co-owners qualified to vote (based on one vote per Unit for quorum purposes) shall constitute a quorum for holding a meeting of the Members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 8.5 Voting. Votes may be cast in person or by proxy by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the Members of the Association. Cumulative voting shall not be permitted.

Section 8.6 Majority. When an action is to be authorized by vote of the Co-owners of the Association, the action must be authorized by a majority of the votes cast at a meeting duly called for such purpose, unless the Master Deed, these Bylaws or the Act requires a greater percentage vote.

ARTICLE IX

MEETINGS

Section 9.1 Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with generally recognized rules of parliamentary procedure, which are not in conflict with the Condominium Documents or the laws of the State of Michigan.

Section 9.2 First Annual Meeting. Developer may convene the First Annual Meeting of members of the Association in its discretion at any time prior to the date the First Annual Meeting is required to be convened pursuant to this Section 9.2. The First Annual Meeting must be held: (i) within one hundred twenty (120) days following the conveyance of legal or equitable title to non-Developer Co-owners of seventy-five (75%) percent of all Units that may be created; or (ii) fifty-four (54) months from the first conveyance to a non-Developer Co-owner of legal or equitable title to a Unit, whichever is the earlier to occur. Developer may call meetings of Members for informative or other appropriate purposes prior to the First Annual Meeting of Members and no such meeting shall be construed as the First Annual Meeting of Members. The date, time and place of such meeting shall be set by the Board of Directors, and at least ten (10) days written notice thereof shall be given to each Co-owner's individual representative. The phrase "Units that may be created" as used in this Section 9.2 and elsewhere in the

Condominium Documents refers to the maximum number of Units that Developer is permitted to include in the Condominium Project under the Condominium Documents, as they may be amended.

Section 9.3 Annual Meetings. Annual meetings of Association Members shall be held not later than May 30 of each succeeding year following the year in which the First Annual Meeting is held, at a time and place determined by the Board of Directors. At each annual meeting, the Co-owners shall elect members of the Board of Directors in accordance with Article XI of these Bylaws. The Co-owners may also transact at annual meetings such other Association business as may properly come before them.

Section 9.4. Special Meeting. The President shall call a special meeting of Members as directed by resolution of the Board of Directors or upon presentation to the Association's Secretary of a petition signed by Co-owners representing at least one third (1/3) of the votes of all Co-owners qualified to vote (based upon one vote per Unit). Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 9.5 Notice of Meetings. The Secretary (or other Association officer in the Secretary's absence) shall provide each Co-owner of record, or, if applicable, a Co-owner's individual representative, with notice of each annual or special meeting, stating the purpose thereof and the time and place where it is to be held. A notice of an annual or special meeting shall be served at least ten (10) days but not more than sixty (60) days prior to each meeting, except for a Litigation Evaluation Meeting, which notice requirements, are prescribed in Article III. The mailing, postage prepaid, of a notice to the individual representative of each Co-owner at the address shown in the notice filed with the Association under Section 8.3 of these Bylaws shall be deemed properly served. Any Co-owner or individual representative may waive such notice, by filing with the Association a written waiver of notice signed by such Co-owner or individual representative.

Section 9.6 Adjournment. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. When a meeting is adjourned to another time or place, it is not necessary to give notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken and only such business is transacted at the adjourned meeting as might have been transacted at the original meeting. However, if after the adjournment, the Board of Directors fixes a new record date for the adjourned meeting, a notice of adjourned meeting shall be given to each Co-owner or Co-owner's individual representative.

If a meeting is adjourned in accordance with the provisions of this Section 9.6 due to the lack of a quorum, the required quorum at the subsequent meeting shall be two thirds (2/3) of the required quorum for the meeting that was adjourned, provided that the Board of Directors provides each Co-owner (or Co-owner's individual representative) with notice of the adjourned meeting in accordance with Section 9.5 above and provided further the subsequent meeting is held within sixty (60) days from the date of the adjourned meeting.

Section 9.7 Action Without Meeting. Any action required or permitted to be taken at any meeting of Members may be taken without a meeting, without prior notice and without a vote, except for litigation referenced in Article III and Article XXI, if a written consent, setting forth the actions so taken, is signed by the Co-owners (or their individual representatives) having not less than the minimum number of votes that would be necessary to authorize or take the action if the action were taken at a meeting at which all Co-owners entitled to vote thereon were present and voted. Prompt notice of any action that is

taken without a meeting by less than unanimous written consent shall be given to the Co-owners who have not consented in writing.

ARTICLE X

ADVISORY COMMITTEE

Within one (1) year after the first conveyance to a non-Developer Co-owner of legal or equitable title to a Unit in the Project or within one hundred twenty (120) days following the conveyance to non-Developer Co-owners of one third (1/3) of the total number of Units that may be created, whichever first occurs, Developer shall cause to be established an Advisory Committee consisting of at least three (3) non-Developer Co-owners. The Committee shall be established in any manner Developer deems advisable. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the non-developer Co-owners and to aid in the transition of control of the Association from Developer to purchaser Co-owners. The Advisory Committee shall automatically cease to exist when a majority of the Board of Directors of the Association is elected by non-Developer Co-owners. Developer may at any time remove and replace at its discretion any member of the Advisory Committee.

ARTICLE XI

BOARD OF DIRECTORS

Section 11.1 Number and Qualification of Directors. The Board of Directors shall be comprised of three (3) Directors. Following the Transitional Control Date, the Co-owners may elect to increase the number of Directors to five (5) by an affirmative vote of the Co-owners (or their individual representatives) who represent greater than fifty (50%) percent of the total votes of all Co-owners qualified to vote.

Section 11.2 Election of Directors.

(a) *First Board of Directors.* Until such time as the non-Developer Co-owners are entitled to elect one (1) of the members of the Board of Directors, Developer shall select all of the Directors, which persons may be removed or replaced by Developer in its discretion.

(b) *Appointment of Non-Developer Co-owners to Board Prior to First Annual Meeting.* Not later than one hundred twenty (120) days following the conveyance to non-Developer Co-owners of legal or equitable title to twenty-five (25%) percent of the Units that may be created, at least one (1) member and not less than twenty-five (25%) of the Board of Directors shall be elected by non-Developer Co-owners. Developer shall select the remaining members of the Board of Directors. Not later than one hundred twenty (120) days following the conveyance of legal or equitable title to non-Developer Co-owners of fifty (50%) percent of the units that may be created, not less than thirty-three and one-third (33-1/3%) percent of the Board of Directors shall be elected by non-Developer Co-owners. When the required percentage level of conveyance has been reached, Developer shall notify the non-Developer Co-owners and request that they hold a meeting to elect the required Director. Upon certification by the Co-owners to Developer of the Director elected, Developer shall immediately appoint such Director to the

Board, to serve until the First Annual Meeting of Co-owners, unless he is removed pursuant to Section 11.7 or he resigns or becomes incapacitated.

(c) Election of Directors at and after First Annual Meeting.

(1) Not later than one hundred twenty (120) days following the conveyance to non-Developer Co-owners of legal or equitable title to seventy-five (75%) percent of the Units that may be created, and before conveyance of ninety (90%) percent of such Units, the non-Developer Co-owners shall elect all of the Directors on the Board, except that Developer shall have the right to designate at least one Director so long as Developer owns and offers for sale at least ten (10%) percent of the Units in the Project or as long as ten (10%) of the Units remain that may be created. Whenever the seventy-five (75%) percent conveyance level is achieved, a meeting of Co-owners shall promptly be convened within one hundred twenty (120) days to effectuate this provision, even if the First Annual Meeting has already occurred.

(2) Regardless of the percentage of Units which have been conveyed, upon the elapse of fifty-four (54) months after the first conveyance to a non-Developer Co-owner of legal or equitable title to a Unit in the Project, and if title to not less than seventy-five (75%) percent of the Units that may be created has not been conveyed, the non-Developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by Developer and for which assessments are payable by Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in Section 11.2(b) or 11.2(c)(1) above. Application of this subsection does not require a change in the size of the Board of Directors.

(3) If the calculation of the percentage of members of the Board of Directors that the non-Developer Co-owners have the right to elect under subsection (2) above, or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-Developer Co-owners under subsection (b) results in a right of non-Developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-Developer Co-owners have the right to elect. After application of this formula, Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of Developer to designate one director as provided in subsection (1) above.

(4) At such time as the non-Developer Co-owners are entitled to elect all of the Directors, two (2) Directors shall be elected for a term of two (2) years and one (1) Director shall be elected for a term of one (1) year. At such meeting, all nominees shall stand for election as one slate and the two (2) persons receiving the highest number of votes shall be elected for a term of two (2) years and the one (1) person receiving the next highest number of votes shall be elected for a term of one (1) year. At each annual meeting held thereafter, either one (1) or two (2) Directors shall be elected depending upon the number of Directors whose terms expire, and the term of office of each Director shall be two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

Section 11.3 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things which are not prohibited by the Condominium Documents or specifically required to be exercised and performed by the Co-owners.

Section 11.4 Specific Powers and Duties. In addition to the duties imposed by these Bylaws or any further duties that may be imposed by resolution of the Co-owners of the Association, the Board of Directors shall have the following powers and duties:

- (a) To manage and administer the affairs of and maintain the Condominium Project and the Common Elements.
- (b) To collect assessments from the Co-owners and to expend the proceeds for the purposes of the Association.
- (c) To carry insurance and collect and allocate the proceeds thereof.
- (d) To reconstruct or repair improvements after casualty.
- (e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.
- (f) To acquire, maintain and improve; and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.
- (g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien, on property owned by the Association; provided, however, that any such action shall also be approved by the affirmative vote of the Co-owners (or their individual representatives) representing at least seventy-five (75%) percent of the total percentages of value of all Co-owners qualified to vote.
- (h) To establish rules and regulations in accordance with Section 6.28 of these Bylaws.
- (i) To establish such committees as the Board of Directors deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be exclusively performed by the Board.
- (j) To enforce the provisions of the Condominium Documents.

Section 11.5 Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include Developer or any person or entity related thereto) at a reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 11.3 and 11.4, and the Board

may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be exclusively performed by or have the approval of the Board of Directors or the Members of the Association.

Section 11.6 Vacancies. Vacancies in the Board of Directors that occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the Co-owners of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association. Vacancies among Directors elected by non-Developer Co-owners that occur prior to the Transitional Control Date may be filled only through election by non-Developer Co-owners and shall be filled in the manner as specified in Section 11.2(b).

Section 11.7 Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors elected by the non-Developer Co-owners may be removed with or without cause by the affirmative vote of the Co-owners (or their individual representatives) who represent greater than fifty (50%) percent of the total votes of all Co-owners qualified to vote, and a successor may then and there be elected to fill any vacancy thus created. Any Director whose removal has been proposed by a Co-owner shall be given an opportunity to be heard at the meeting. Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Any Director selected by the non-Developer Co-owners to serve before the First Annual Meeting may also be removed by such Co-owners before the First Annual Meeting in the manner described in this Section 11.7.

Section 11.8 First Meeting. The first meeting of the elected Board of Directors shall be held within ten (10) days of election at a time and place fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary in order to legally convene such meeting, provided a majority of the Board shall be present.

Section 11.9 Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year of the Association. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone, facsimile or email at least ten (10) days prior to the date named for such meeting.

Section 11.10 Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, given personally, by mail, telephone or facsimile, which notice shall state the time, place and purpose of the meeting. The President or Secretary shall call special meetings of the Board of Directors in like manner on the written request of two (2) or more Directors.

Section 11.11 Quorum and Required Vote of Board of Directors. At all meetings of the Board of Directors, a majority of the members of the Board of Directors then in office shall constitute a quorum. The vote of the majority of Directors at a meeting at which a quorum is present constitutes the action of the Board of Directors, unless the Michigan Non-profit Corporation Act, the Articles of Incorporation, the Master Deed or these Bylaws require a greater plurality. If a quorum is not present at any meeting of the Board of Directors, the Directors present at such meeting may adjourn the meeting from time to time without notice other than an announcement at the meeting, until the quorum shall be present.

Section 11.12 Consent in Lieu of Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if all members of the Board of Directors consent in writing. The written consent shall be filed with the minutes of the proceedings of the Board of Directors. The consent has the same effect as a vote of the Board of Directors for all purposes.

Section 11.13 Participation in a Meeting by Telephone. A Director may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section 11.13 constitutes presence at the meeting.

Section 11.14 Fidelity Bonds. Following the Transitional Control Date, the Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

Section 11.15 Compensation. The Board of Directors shall not receive any compensation for rendering services in their capacity as Directors, unless approved by the Co-owners (or their individual representatives) who represent sixty (60%) percent or more of the total votes of all Co-owners qualified to vote.

ARTICLE XII

OFFICERS

Section 12.1 Selection of Officers. The Board of Directors, at a meeting called for such purpose, shall appoint a president, secretary and treasurer. The Board of Directors may also appoint one or more vice-presidents and such other officers, employees and agents as the Board shall deem necessary, which officers, employees and agents shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors. One (1) person who may also be a Director may hold two (2) or more offices, except that of president and vice-president. An officer shall be a Co-owner, or shareholder, officer, director, employee, member or partner of a Co-owner that is an entity.

Section 12.2 Term, Removal and Vacancies. Each officer of the Association shall hold office for the term for which he is appointed until his successor is elected or appointed, or until his resignation or removal. The Board of Directors with or without cause may remove any officer appointed by the Board of Directors at any time. Any officer may resign by written notice to the Board of Directors. The Board of Directors may fill any vacancy occurring in any office.

Section 12.3 President. The President shall be a Member of the Board of Directors and shall act as the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board of Directors. The President shall have all of the general powers and duties that are usually vested in the office of the President of an Association, subject to Section 12.1.

Section 12.4 Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 12.5 Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Co-owners of the Association. The Secretary shall have

charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

Section 12.6 Treasurer. The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and the Board of Directors may from time to time, designate other valuable effects in the name and to the credit of the Association, in such depositories as may, from time to time, be designated by the Board of Directors.

ARTICLE XIII

SEAL

The Association may (but need not) have a seal. If the Board determines that the Association shall have a seal, then it shall have inscribed thereon the name of the Association, the words "corporate seal", and "Michigan".

ARTICLE XIV

FINANCE; BOOKS AND RECORDS; CO-OWNER RESPONSIBILITIES WHEN TRANSFERRING UNIT

Section 14.1 Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration, which shall specify the maintenance and repair expenses of the Common Elements, and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be determined by the Association. The books of account shall be audited at least annually; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Upon request, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual financial statement within ninety (90) days following the end of the Association's fiscal year. The costs of any such audit and any accounting expenses shall be expenses of administration.

Section 14.2 Fiscal Year. The fiscal year of the Association shall be an annual period commencing on the date initially determined by the Directors. The Board of Directors in its discretion may change the Association's fiscal year.

Section 14.3 Bank Accounts. The Association's funds shall initially be deposited in such bank or savings association as may be designated by the Directors. All checks, drafts and order of payment of money shall be signed in the name of the Association in such manner and by such person or persons as the Board of Directors shall from time to time designate for that purpose. The Association's funds may be invested from time to time in accounts or deposit certificates of such bank or savings association that are insured by the Federal Deposit Insurance Corporation of the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

Section 14.4 Co-owner Access to Books and Records; Procedures. Each Co-owner has the right to review the books and records of the Association. The following procedures are to be followed regarding such requests.

(a) In order to review the records, the requesting Co-owner must submit a request in writing to the Board of Directors in care of the management agent (or if there is no management agent, to the Secretary of the Association).

(i) The request must state which books and records the Co-owner seeks to review.

(ii) The request must state whether the Co-owner will require copies of the records which are requested.

(iii) The request must have the name, address and telephone number of the requesting party.

(b) Upon receipt of the request from a Co-owner to review the records, the management agent (or Secretary of the Association if there is no management agent) will advise the Board of Directors of the Association of the request. The management agent (or Secretary if there is no management agent) will then inform the Co-owner of a convenient time, place and date where the requested records may be reviewed. The Co-owner shall be advised of the time place and date within five (5) working days of the receipt of the Co-owner's initial request. The Co-owner shall be advised at that time of the following:

(i) The Co-owner will be responsible for payment of the actual costs of all reproductions or copies of the requested documents. The Co-owner shall be informed of the per page copying cost before copies are made.

(ii) The Co-owner shall be responsible for payment for time spent by management agent personnel at the rate set by the management contract.

(c) Each Co-owner may make only one such request per calendar quarter.

(d) These procedures shall also apply to requests for copies of books and records made by mortgagees of Units.

Section 14.5 Disposition of Interest in Unit by Sale or Lease. No Co-owner may dispose of a Unit in the Condominium, or any interest therein, by a sale or lease without complying with the following terms or conditions:

(a) *Notice to Association: Co-owner to Provide Condominium Documents to Purchaser or Tenant.* A Co-owner intending to make a sale or lease of a Unit in the Condominium, or any interest therein, shall give written notice of such intention delivered to the Association at its registered office and shall furnish the name and address of the intended purchaser or lessee and such other information as the Association may reasonably require. Prior to the sale or lease of a Unit, the selling or leasing Co-owner shall provide a copy of the Condominium Master Deed (including Exhibits A and B thereto) and any amendments to the Master Deed, the Articles of Incorporation and any amendment thereto, and the rules and regulations, as amended, if any, to the proposed purchaser or lessee. In the event a Co-owner shall fail to notify the Association of the proposed sale or lease or in the event a Co-owner shall fail to provide the prospective purchaser or lessee with a copy of the Master Deed and other documents referred to above, such Co-owner shall be liable for all costs and expenses, including attorney fees, that may be incurred by the Association as a result thereof or by reason of any

noncompliance of such purchaser or lessee with the terms, provisions and restrictions set forth in the Master Deed; provided, however, that this provision shall not be construed so as to relieve the purchaser or lessee of his obligations to comply with the provisions of the Condominium Documents.

(b) *Developer and Mortgagees Not Subject to this Section.* The Developer shall not be subject to this Section regarding the sale or, except to the extent provided in Article VI, Section 2(b), the lease of any Unit in the Condominium which it owns, nor shall the holder of any mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage or deed in lieu of foreclosure, be subject to the provisions of this Section.

(c) *Charges.* The Association may charge a reasonable fee for any dues statement or status letter requested by a Co-Owner, prospective mortgagee, title company, or purchaser under these Bylaws. The purchaser of a Unit shall also be responsible for the payment of any Unit transfer fee, new account start-up or similar charge customarily collected by the Association or management agent upon the sale of the Unit. These charges are intended to cover the administrative expenses incurred by the management agent and Association when a unit is transferred or refinanced.

ARTICLE XV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 15.1 Third Party Actions. To the fullest extent permitted by the Michigan Non-profit Corporation Act, the Association shall, subject to Section 15.5 below, indemnify any person who was or is a party defendant or is threatened to be made a party defendant to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including, without limitation, the Association's Management Agent, if any, against expenses (including actual and reasonable attorney fees), judgments, fines and amounts reasonably paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association or its members, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption (a) that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association or its members, and, (b) with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his conduct was unlawful.

Section 15.2 Actions in the Right of the Association. To the fullest extent permitted by the Michigan Non-profit Corporation Act, the Association shall, subject to Section 15.5 below, indemnify any person who was or is a party defendant to or is threatened to be made a party defendant of any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including actual and reasonable attorney fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit and amounts reasonably paid in settlement if he acted in good faith and in a manner he

reasonably believed to be in or not opposed to the best interests of the Association or its members, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 15.3 Insurance. The Association may purchase and maintain insurance on behalf of any person who is or was a Director, employee or agent of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have power to indemnify him against such liability under Sections 15.1 and 15.2. In addition, the Association may purchase and maintain insurance for its own benefit to indemnify it against any liabilities it may have as a result of its obligations of indemnification made under Sections 15.1 and 15.2.

Section 15.4 Expenses of Successful Defense. To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 15.1 and 15.2, or in defense of any claim, issue, or matter therein, or to the extent such person incurs expenses (including actual and reasonable attorney fees) in successfully enforcing the provisions of this Article XV, he shall be indemnified against expenses (including reasonable attorney fees) actually and reasonably incurred by him in connection therewith.

Section 15.5 Determination That Indemnification is Proper. Any indemnification under Sections 15.1 and 15.2 (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the person is proper under the circumstances, because he has met the applicable standard of conduct set forth in Section 15.1 or 15.2, whichever is applicable. Notwithstanding anything to the contrary contained in this Article XV, in no event shall any person be entitled to any indemnification under the provisions of this Article XV if he is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties. The determination to extend such indemnification shall be made in any one (1) of the following ways:

- (a) By a majority vote of a quorum of the Board of Directors consisting of Directors who were not parties to such action, suit or proceeding;
- (b) If such quorum described in (a) is not obtainable, then by a majority vote of a committee of Directors who are not parties to the action, suit or proceeding. The committee shall consist of not less than two (2) disinterested Directors; or
- (c) If such quorum described in (a) is not obtainable (or, even if obtainable, a quorum of disinterested Directors, so directs), by independent legal counsel in a written opinion.

If the Association determines that full indemnification is not proper under Sections 15.1 or 15.2, it may nonetheless determine to make whatever partial indemnification it deems proper. At least ten (10) days prior to the payment of any indemnification claim that is approved, the Board of Directors shall provide all Co-owners with written notice thereof.

Section 15.6 Expense Advance. Expenses incurred in defending a civil or criminal action, suit or proceeding described in Section 15.1 and 15.2 may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as provided in Section 15.4 upon receipt of an

undertaking by or on behalf of the person involved to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association. At least ten (10) days prior to advancing any expenses to any person under this Section 15.6, the Board of Directors shall provide all Co-owners with written notice thereof.

Section 15.7 Former Representatives, Officers, Employees or Agents. The indemnification provided in this Article XV shall continue as to a person who has ceased to be a Director, officer, employee or agent of the Association and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 15.8 Changes in Michigan Law. In the event of any change of the Michigan statutory provisions applicable to the Association relating to the subject matter of this Article XV, the indemnification to which any person shall be entitled hereunder arising out of acts or omissions occurring after the effective date of such amendment shall be determined by such changed provisions. No amendment to or repeal of Michigan law with respect to indemnification shall restrict the Association's indemnification undertaking herein with respect to acts or omissions occurring prior to such amendment or repeal. The Board of Directors are authorized to amend this Article XV to conform to any such changed statutory provisions.

ARTICLE XVI

AMENDMENTS

Section 16.1 By Developer. In addition to the rights of amendment provided to Developer in the various Articles of the Master Deed, Developer may, during the Development and Sales Period and for a period of two (2) years following the expiration of the Development and Sales Period, and without the consent of any Co-owner, mortgagee or any other person, amend these Bylaws provided such amendment or amendments do not materially alter the rights of Co-owners or mortgagees.

Section 16.2 Proposal. Amendments to these Bylaws may be proposed by the Board of Directors of the Association upon the vote of the majority of the Directors or may be proposed by one-third (1/3) or more in number of the Co-owners by a written instrument identifying the proposed amendment and signed by the applicable Co-owners.

Section 16.3 Meeting. If the Board of Directors or the Co-owners propose any amendment to these Bylaws, a meeting for consideration of the proposal shall be duly called in accordance with the provisions of these Bylaws.

Section 16.4 Voting. These Bylaws may be amended by the Co-owners at any regular meeting or a special meeting called for such purpose by an affirmative vote of sixty-six and two-thirds (66-2/3%) percent or more of the total votes of all Co-owners qualified to vote, as determined on a percentage of value basis. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of sixty-six and two-thirds (66-2/3%) percent of all mortgagees of Units shall be required. Each mortgagee shall have one vote for each mortgage held. Notwithstanding anything to the contrary contained in this Article XVI, during the Development and Sales Period, these Bylaws shall not be amended in any way without the prior written consent of Developer.

Section 16.5 Effective Date of Amendment. Any amendment to these Bylaws shall become effective upon the recording of such amendment in the office of the Wayne County Register of Deeds.

Section 16.6 **Binding Effect.** A copy of each amendment to the Bylaws shall be furnished to every Member of the Association after its adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article XVI shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE XVII

COMPLIANCE

The Association or any Co-owners and all present or future Co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the facilities of the Project in any manner are subject to and shall comply with the Act, as amended, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium Premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Act, the Act shall govern.

ARTICLE XVIII

REMEDIES FOR DEFAULT

Any default by a Co-owner of its obligations under any of the Condominium Documents shall entitle the Association or another Co-owner or Co-owners to the following relief:

Section 18.1 **Legal Action.** Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without limitation, an action to recover damages, injunctive relief, foreclosure of lien (if there is a default in the payment of an assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

Section 18.2 **Recovery of Costs.** In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Co-owner be entitled to recover such attorneys' fees.

Section 18.3 **Removal and Abatement.** The violation of any provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit and the improvements thereon, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure or condition existing or maintained in violation of the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its rights under this Section 18.3.

Section 18.4 **Assessment of Fines.** The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for the assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the applicable Co-owner. No fine may be assessed unless rules and regulations establishing such fines have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Section 9.5 of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owner, and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws. No fine

shall be levied for the first violation. No fine shall exceed Twenty-Five and 00/100 (\$25.00) Dollars for the second violation, Fifty and 00/100 (\$50.00) Dollars for the third violation or One Hundred and 00/100 (\$100.00) Dollars for any subsequent violation.

Section 18.5 Non-Waiver of Rights. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

Section 18.6 Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any of the terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative and the exercise of any one or more of such rights or remedies shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party under the Condominium Documents at law or in equity.

Section 18.7 Enforcement of Provisions of Condominium Documents. A Co-owner may, at its sole cost and expense, maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XIX

RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use or proposed action or any other matter, may be assigned by Developer to any other entity or to the Association. Any such assignment or transfer shall be made by an appropriate written instrument in which the assignee or transferee evidences its consent to the acceptance of such powers and rights. Any rights and powers reserved or retained by Developer or its successors and assigns shall expire, at the conclusion of two (2) years following the expiration of the Development and Sales Period, except as otherwise expressly provided in the Condominium Documents. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to Developer are intended to apply, insofar as Developer is concerned, only to Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder) and which shall be governed only in accordance with the terms of the instruments, documents or agreements that created or reserved such property rights.

ARTICLE XX

SEVERABILITY

In the event that any of the terms, provisions or covenants of the Master Deed, these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such invalidity shall not affect, alter, modify or impair in any manner whatsoever any of the

other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

ARTICLE XXI

ARBITRATION

Section 21.1 Scope and Election. Subject to Article III of these Bylaws, disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration, and the parties shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time shall be applicable to any such arbitration.

Section 21.2 Election of Remedies. The election and written consent by the disputing parties to submit any dispute, claim or grievance to arbitration shall preclude such parties from thereafter litigating such dispute, claim or grievance in the courts. Nothing contained in this Article XXI shall limit the rights of the Association or any Co-owner described in Section 144 of the Act.

SURVEYOR:
EVAN M. PRIEST, P.E., P.S.
MICHAEL L. PRIEST & ASSOCIATES, INC.
40655 KOPPERNICK ROAD
CANTON, MICHIGAN 48187

DEVELOPER:
LYNDON PARK DEVELOPMENT LLC
31333 W. 13 MILE ROAD, SUITE 200
FARMINGTON HILLS, MI 48834

WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1189
EXHIBIT "B" TO THE MASTER DEED OF

LYNDON PARK

SOUTH 1/2 OF SECTION 24, TOWN 1 SOUTH, RANGE 9 EAST
CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN.

ATTENTION WAYNE COUNTY REGISTER OF DEEDS:
CONDOMINIUM SUBDIVISION PLANS SHALL BE NUMBERED
CONSECUTIVELY WHEN RECORDED BY THE REGISTER OF
DEEDS AND SHALL BE DESIGNATED WAYNE COUNTY
CONDOMINIUM SUBDIVISION PLAN NUMBER ____ THIS
NUMBER MUST BE PROPERLY SHOWN ON THIS SHEET AND
ON SHEET 2 IN THE SURVEYOR'S CERTIFICATE.

PROPERTY DESCRIPTION:

PART OF THE SOUTH 1/2 OF SECTION 24, TOWN 1 SOUTH, RANGE 9 EAST, CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER 1/4 CORNER OF SAID SECTION 24 AS RECORDED IN L.C.R.C. LIBER 47230, PAGES 445-446 W.C.R.; THENCE ALONG THE NORTH-SOUTH 1/4 LINE OF SECTION 24, S00°00'35"E 43.00 FEET TO THE SOUTH LINE OF LYNDON AVENUE (86 FEET WIDE) AND THE POINT OF BEGINNING; THENCE S89°28'13"E 358.34 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH WITH A RADIUS OF 990.32 FEET; THENCE SOUTHEASTERLY 306.34 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°43'12" (THE CHORD OF SAID CURVE BEARS S80°36'37"E 305.12 FEET), TO THE WEST LINE OF BUCKINGHAM VILLAGE SUBDIVISION AS RECORDED IN LIBER 77 OF PLATS, PAGES 66-67, W.C.R.; THENCE ALONG SAID LINE S00°21'46"W 616.78 FEET; THENCE N89°39'14"W 655.34 FEET; THENCE S68°32'10"W 43.65 FEET; THENCE S89°52'25"W 89.85 FEET TO THE EAST LINE OF HARRISON AVENUE (86 FEET WIDE), ALSO THE EAST LINE OF COMPTON VILLAGE SUB'N AS RECORDED IN LIBER 85 OF PLATS, PAGES 31-32, W.C.R.; THENCE ALONG SAID LINE N00°07'35"W 682.99 FEET TO THE SOUTH LINE OF LYNDON AVENUE (86 FEET WIDE); THENCE ALONG SAID LINE S89°33'41"E 122.48 FEET; THENCE S89°28'13"E 0.37 FEET TO THE POINT OF BEGINNING. CONTAINING 11.83 ACRES OF LAND.

EXAMINED AND APPROVED
DATE DEC 02 2021
BY EMA A-LU
MICHAEL R. COLLIN
PLAT ENGINEER

SHEET INDEX:

- 1 COVER SHEET
- 2 SURVEY PLAN
- 3 SITE PLAN
- 4 UTILITY PLAN
- 5 EASEMENT PLAN

NOTE:

THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED PROJECT DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL. SUCH PROJECT DESIGN PLANS ARE FILED, AS PART OF THE CONSTRUCTION PERMIT APPLICATION, WITH THE ENFORCING AGENCY FOR THE STATE CONSTRUCTION CODE IN THE RELEVANT GOVERNMENTAL SUBDIVISION. THE ENFORCING AGENCY MAY BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.

EVAN M. PRIEST
LICENSED PROFESSIONAL SURVEYOR
LICENSE NO. 71258
MICHAEL L. PRIEST & ASSOCIATES, INC.
40655 KOPPERNICK ROAD
CANTON, MICHIGAN 48187



12-02-21
DATE

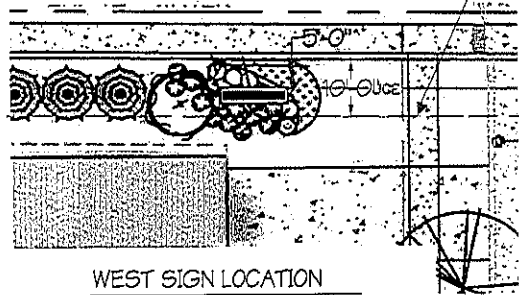
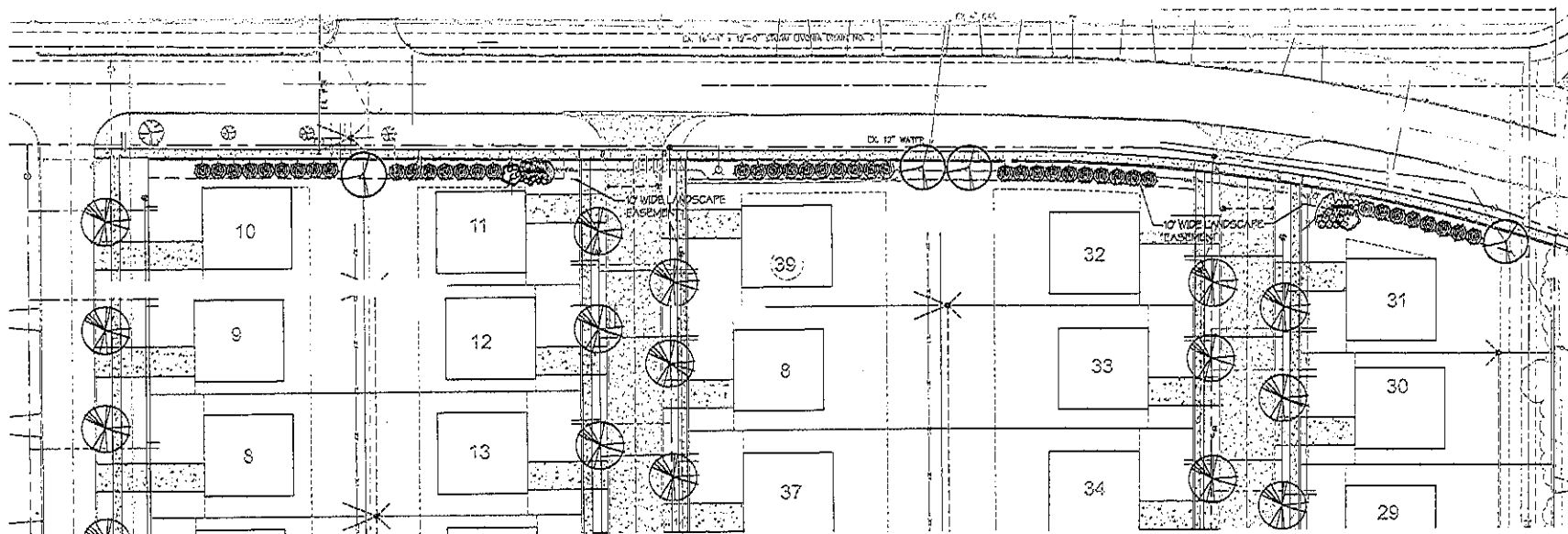
PROPOSED DATED 10-13-2021
LYNDON PARK
COVER SHEET

MLP

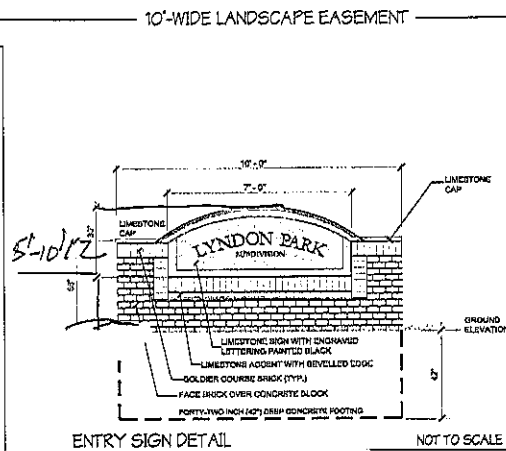
Michael L. Priest & Associates, Inc.
40655 Koppernick Road, Canton, MI 48187
phone: (734) 438-6252
fax: (734) 438-2265

JOBNQ. 2020.14
CNO. ADB

ORIGIN: 1 OF 5

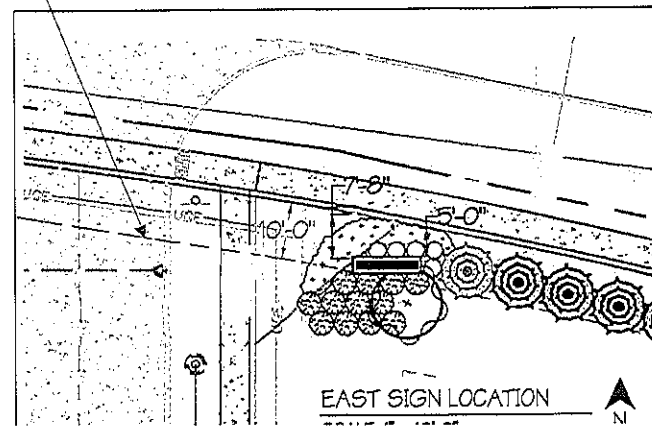


WEST SIGN LOCATION
SCALE: 1" = 10'-0"



ENTRY SIGN DETAIL

NOT TO SCALE



EAST SIGN LOCATION

Lyndon Park Development
at Oaks
Landscape Design - Upgraded
Lyndon Park Development LLC (Stuart Michaelson)

Project No. 2020-001
Date: 10/15/2020
Scale: 1/8" = 1'-0"
Drawn by: ASMA
Checked by: gl

Project: LYNDON PARK DEVELOPMENT
Location: LYNDON PARK
Subject: LANDSCAPE DESIGN - UPGRADED
Client: LYNDON PARK DEVELOPMENT LLC (STUART MICHAELSON)

Project: LYNDON PARK DEVELOPMENT
Location: LYNDON PARK
Subject: LANDSCAPE DESIGN - UPGRADED
Client: LYNDON PARK DEVELOPMENT LLC (STUART MICHAELSON)

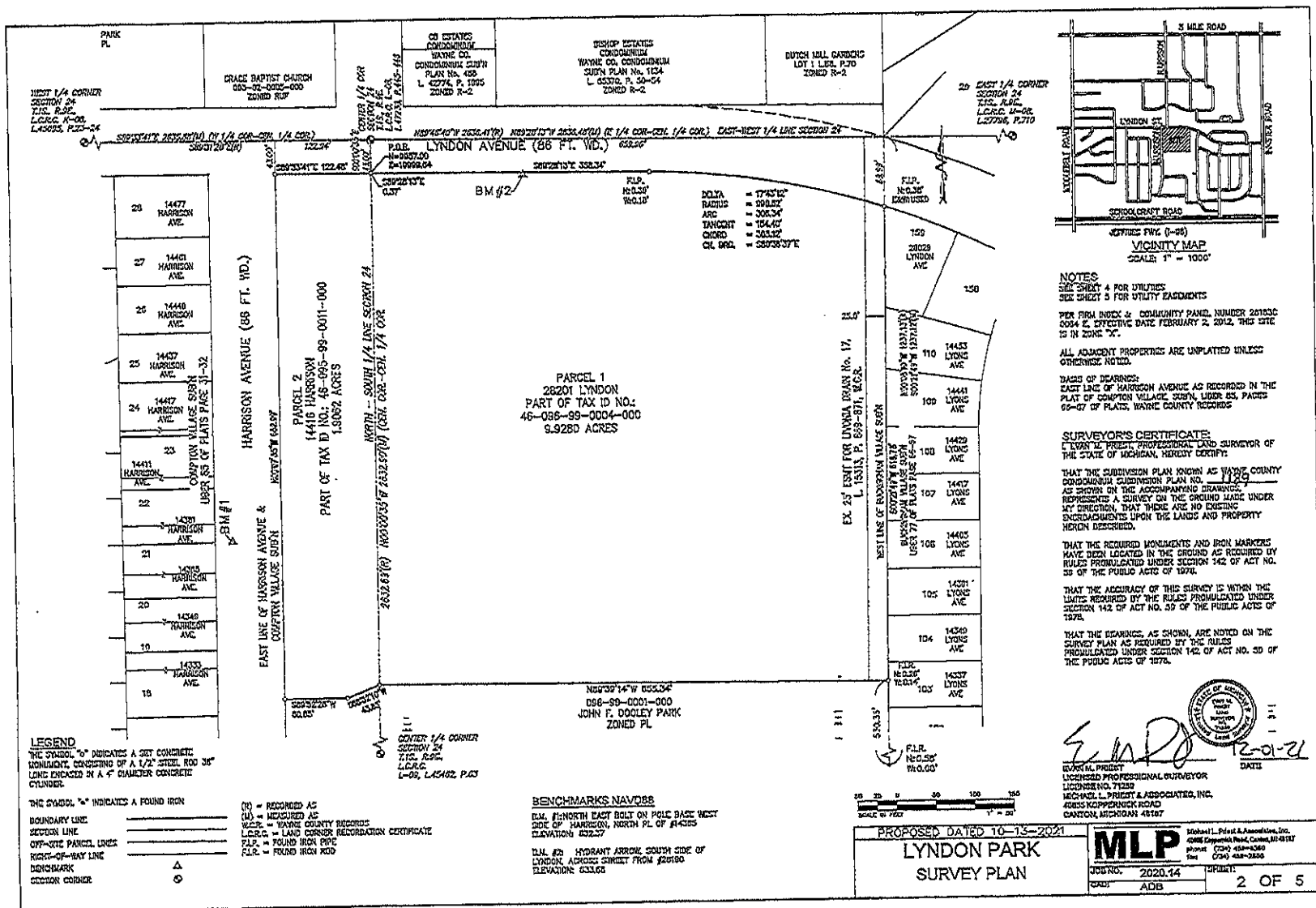
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Location: LYNDON PARK
Subject: LANDSCAPE DESIGN - UPGRADED
Client: LYNDON PARK DEVELOPMENT LLC (STUART MICHAELSON)

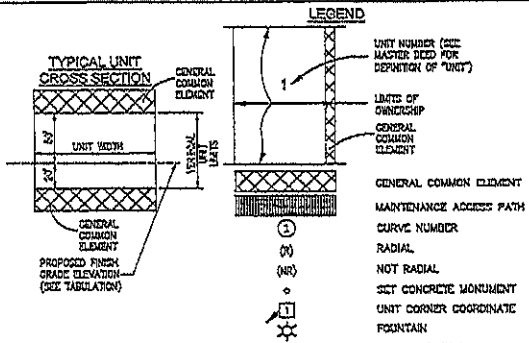
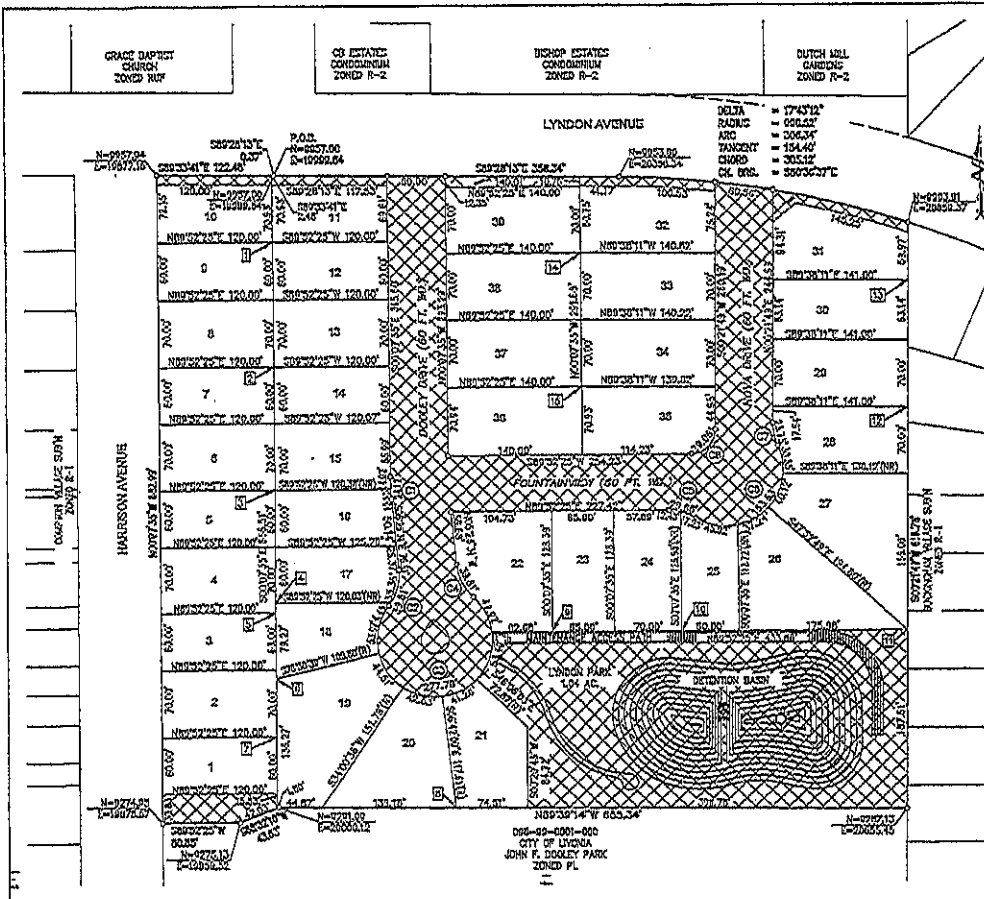
Project: LYNDON PARK DEVELOPMENT
Location: LYNDON PARK
Subject: LANDSCAPE DESIGN - UPGRADED
Client: LYNDON PARK DEVELOPMENT LLC (STUART MICHAELSON)

Project: LYNDON PARK DEVELOPMENT
Location: LYNDON PARK
Subject: LANDSCAPE DESIGN - UPGRADED
Client: LYNDON PARK DEVELOPMENT LLC (STUART MICHAELSON)

Project: LYNDON PARK DEVELOPMENT
Location: LYNDON PARK
Subject: LANDSCAPE DESIGN - UPGRADED
Client: LYNDON PARK DEVELOPMENT LLC (STUART MICHAELSON)

Project: LYNDON PARK DEVELOPMENT
Location: LYNDON PARK
Subject: LANDSCAPE DESIGN - UPGRADED
Client: LYNDON PARK DEVELOPMENT LLC (STUART MICHAELSON)





NOTE:
THE SYMBOL "C" INDICATES A SET CONCRETE MONUMENT, CONSISTING OF A 1/2" STEEL ROD 30" LONG ENCASED IN A 4" DIAMETER CONCRETE CYLINDER.
1/2" IRON PIPES WITH CAP #1229 WERE SET AT ALL UNIT CORNERS.

CURVE DATA TABLE

CURVE	RADIUS	LENGTH	BEARING	CHORD	BEARING
C1	260.00	24.27	45°34'36"	32.20	24.21
C2	33.00	33.87	42°39'04"	20.88	34.00
C3	60.00	227.29	25°24'22"	11.77	48.28
C4	33.00	39.81	47°38'00"	20.88	34.39
C5	51.00	25.66	37°42'51"	12.22	28.28
C6	60.00	30.63	34°40'38"	20.88	31.47
C7	33.00	21.25	25°24'01"	11.69	25.55
C8	33.00	31.05	89°38'28"	24.79	31.20

UNIT CORNER COORDINATES

NO.	UNIT	NORTHING	EASTING
1	1, 10, 11 & 12	2888.04	32937.15
2	7, 8, 13 & 14	2726.04	32997.60
3	5, 6, 15 & 16	2826.04	32987.80
4	17 & 18	2956.04	32988.84
5	19	2956.04	32958.80
6	19	2956.04	32958.80
7	19	2956.04	32958.80
8	20 & 21	2956.04	32958.80
9	22 & 23	2956.04	32958.80
10	24 & 25	2956.04	32958.80
11	26 & 27	2956.04	32958.80
12	28 & 29	2956.04	32958.80
13	30 & 31	2956.04	32958.80
14	32, 33 & 34	2956.04	32958.80
15	35, 36 & 37	2956.04	32958.80

UNIT AREAS & FINISHED GRADE ELEVATIONS

UNIT NO.	AREA (S.F.)	FINISHED GRADE
1	7,200	632.57
2	8,400	632.59
3	7,200	632.17
4	8,400	631.43
5	7,200	633.01
6	8,400	633.01
7	7,200	632.52
8	8,400	632.52
9	7,200	632.82
10	8,400	632.82
11	8,400	632.82
12	8,400	632.82
13	7,200	632.52
14	8,400	632.52
15	7,200	632.52
16	7,200	632.52
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18	7,200	632.52
19	7,200	632.52
20	7,200	632.52
21	7,200	632.52
22	7,200	632.52
23	7,200	632.52
24	7,200	632.52
25	7,200	632.52
26	7,200	632.52
27	7,200	632.52
28	7,200	632.52
29	7,200	632.52
30	7,200	632.52

NOTES:
1. TELEPHONE, GAS, CABLE TV, OR WATER MAIN LEAD LOCATIONS ARE NOT TO BE SHOWN ON AS BUILT PLANS.
2. ALL STREET AND UTILITY MAIN IMPROVEMENTS TO SERVE UNITS 1-20 MUST BE BUILT.
3. ALL OTHER IMPROVEMENTS NEED NOT BE BUILT.
4. THE UNITS ARE BUILDING SITES ONLY.
5. UNITS 1 & 2 MUST BE BUILT.

Sam D
BY: M. PRIEST
LICENSED PROFESSIONAL SURVEYOR
LICENSE NO. 71259
MICHAEL L. PRIEST & ASSOCIATES, INC.
4065 KOPPERBROOK ROAD
CANTON, MICHIGAN 48107



12-01-21
DATE

PROPOSED DATED 10-13-2021

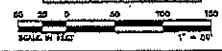
LYNDON PARK

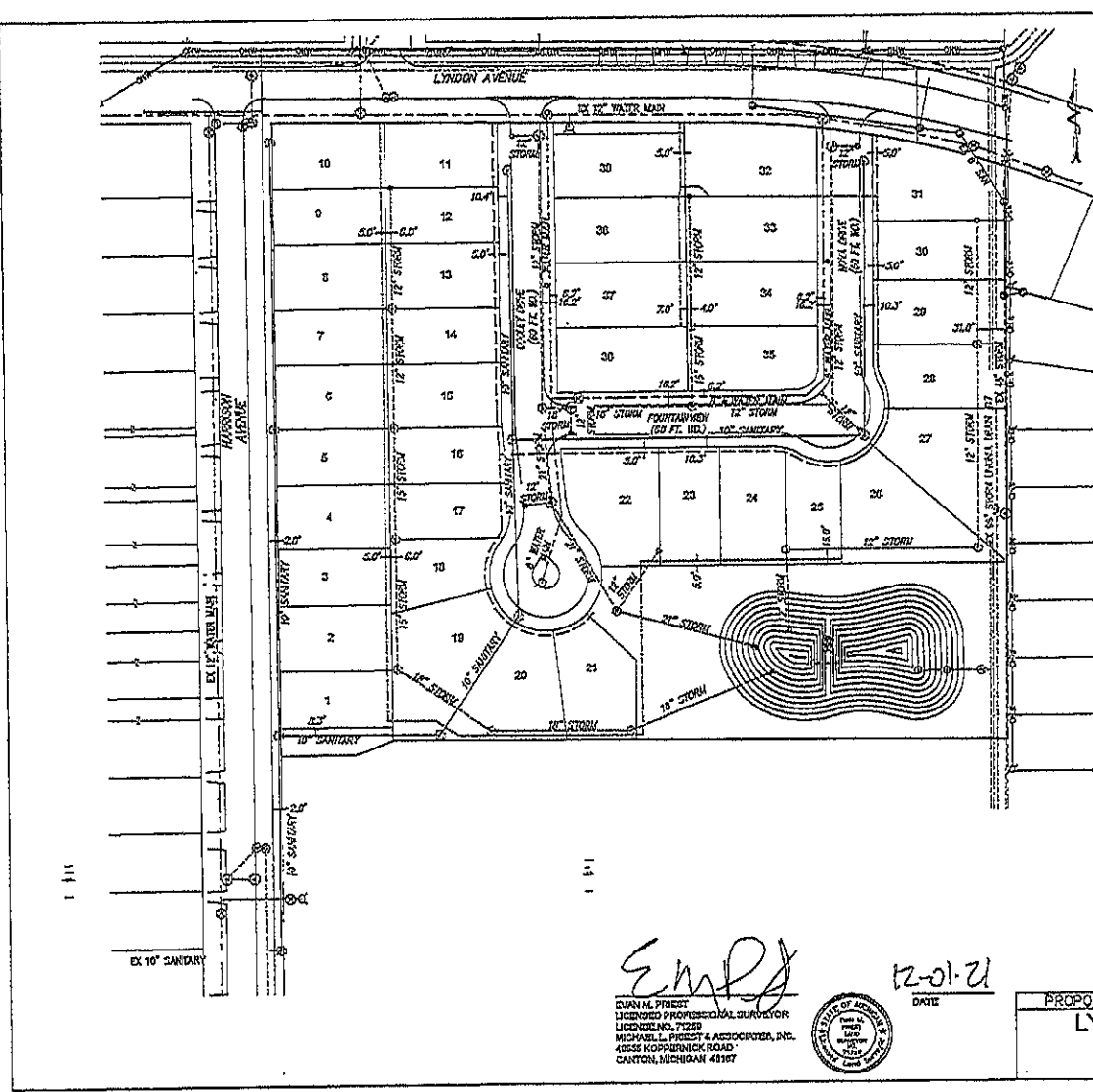
SITE PLAN

MLP
MICHAEL L. PRIEST & ASSOCIATES, INC.
4065 KOPPERBROOK ROAD, CANTON, MI 48107
PHONE: (248) 406-8050
FAX: (248) 406-8050

JOB NO. 2020.14
DATE ADE

3 OF 5





UTILITY LOCATION SOURCES:

UTILITY	SOURCE OF LOCATION
GAS	DTE
ELECTRICAL	DTE
TELEPHONE	AT&T
TELEVISION	COMCAST, WOE, SPECTRUM
WATER MAIN	ENGINEERING PLANS BY MICHAEL L. PRIEST & ASSOCIATES, INC. DATED JUNE 06, 2021
SANITARY SEWER	
STORM SEWER	

- NOTES:
1. TELEPHONE, GAS, CABLE, T.V. OR WATER MAIN LEAD LOCATIONS ARE NOT AVAILABLE - TO BE SHOWN ON AS BUILT PLANS.
 2. ALL STREETS AND UTILITY MAIN IMPROVEMENTS TO SERVE UNITS 1-20 MUST BE BUILT.
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LEGEND:

GAS

ELECTRICAL

TELEPHONE

TELEVISION

OVERHEAD UTILITY LINE

6" WATER MAIN (OR AS NOTED)

10" SANITARY (OR AS NOTED)

12" STORM SEWER (OR AS NOTED)

UTILITY POLE

HYDRANT

GATEWELL

WATER MAIN

MANHOLE

SANITARY MANHOLE

STORM SEWER AND SECTION

CATCH BASIN

EMP

DAVID M. PRIEST
LICENSED PROFESSIONAL SURVEYOR
LICENSE NO. 7229
MICHAEL L. PRIEST & ASSOCIATES, INC.
4022 KOPPELWICK ROAD
CANTON, MICHIGAN 48107



12-01-21
DATE

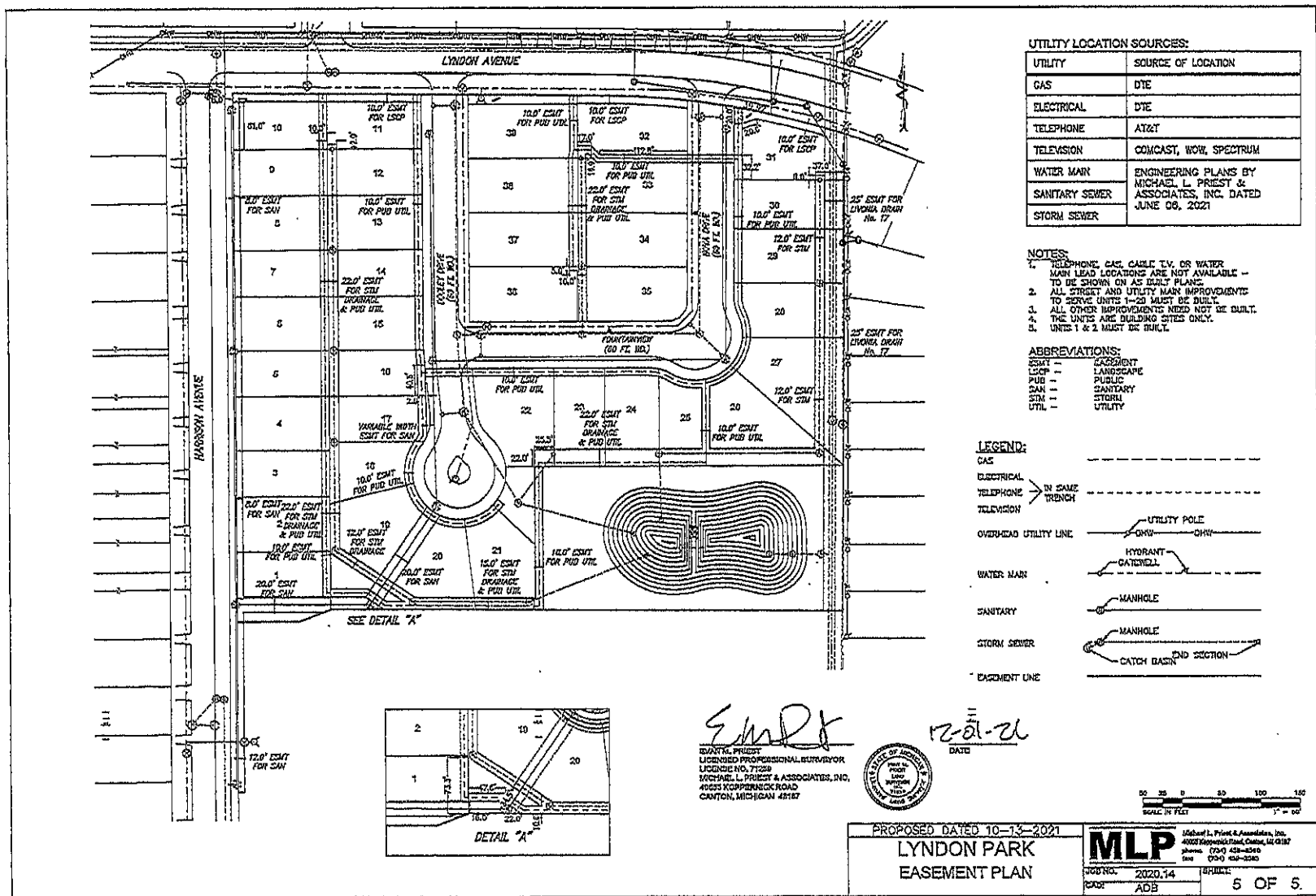
PROPOSED DATED 10-13-2021
LYNDON PARK
UTILITY PLAN

SCALE IN FEET
0 20 40 60 80 100 120
1" = 20'

MLP Michael L. Priest & Associates, Inc.
4022 Koppewick Road, Canton, MI 48107
Phone: (734) 438-0395
Fax: (734) 438-2385

JOB NO. 2020.14
DATE ADB

4 OF 5



UTILITY LOCATION SOURCES:

UTILITY	SOURCE OF LOCATION
GAS	DTE
ELECTRICAL	DTE
TELEPHONE	AT&T
TELEVISION	COMCAST, WOW, SPECTRUM
WATER MAIN	ENGINEERING PLANS BY MICHAEL L. PRIEST & ASSOCIATES, INC. DATED JUNE 08, 2021
SANITARY SEWER	
STORM SEWER	

NOTES:

1. TELEPHONE, GAS, CABLE, TV, OR WATER MAIN LEAD LOCATIONS ARE NOT AVAILABLE - TO BE SHOWN ON AS BUILT PLANS.
2. ALL STREET AND UTILITY MAIN IMPROVEMENTS TO SERVE UNITS 1-20 MUST BE BUILT.
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4. THE UNITS ARE BUILDING SITES ONLY.
5. UNITS 1 & 2 MUST BE BUILT.

ABBREVIATIONS:

ESMT - EASEMENT
LSCP - LANDSCAPE
PUB - PUBLIC
SAN - SANITARY
STM - STORM
UTIL - UTILITY

LEGEND:

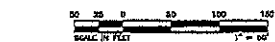
- GAS
- ELECTRICAL
- TELEPHONE
- TELEVISION
- OVERHEAD UTILITY LINE
- WATER MAIN
- SANITARY
- STORM SEWER
- EASEMENT LINE

Michael L. Priest
MICHAEL L. PRIEST
LICENSED PROFESSIONAL SURVEYOR
LICENSE NO. 7709
MICHAEL L. PRIEST & ASSOCIATES, INC.
4005 KOPPENHAGEN ROAD
CANTON, MICHIGAN 48107

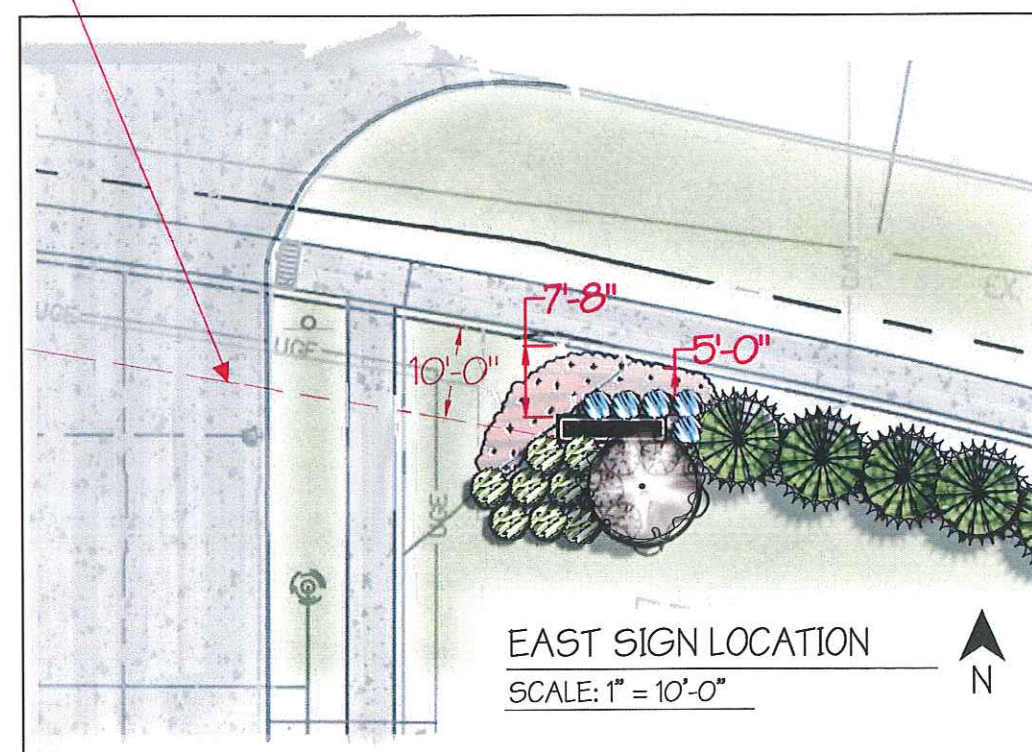
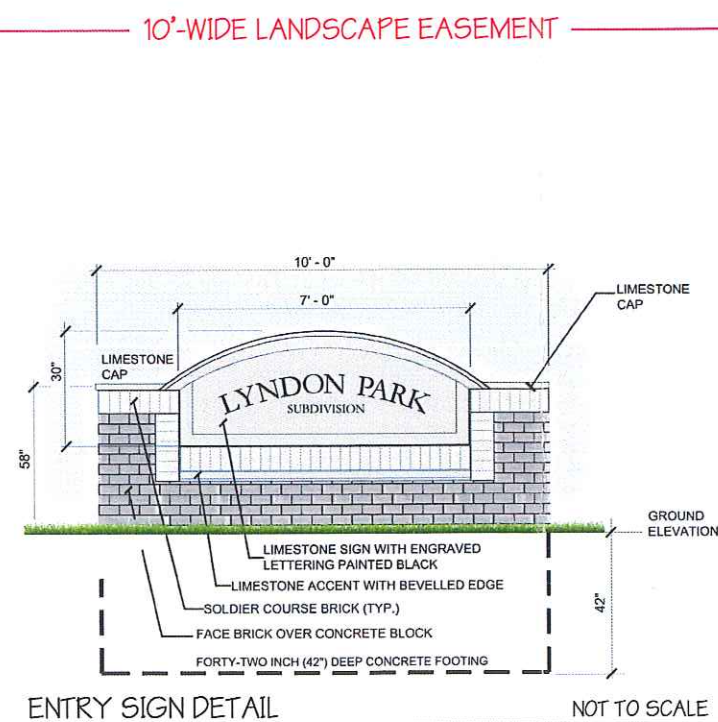
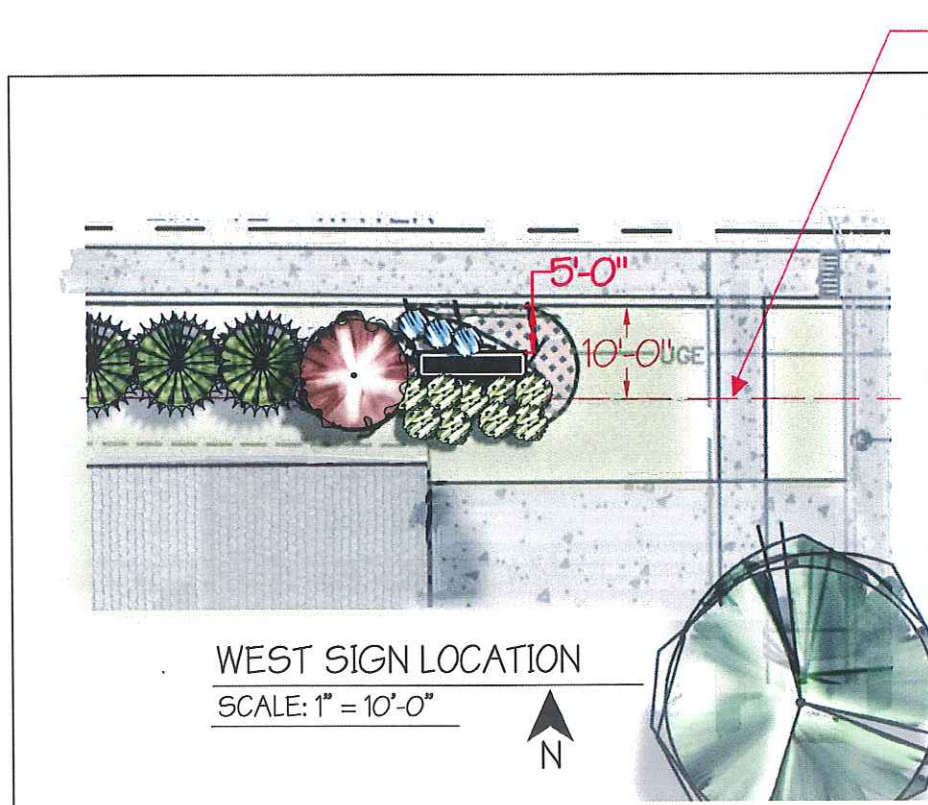
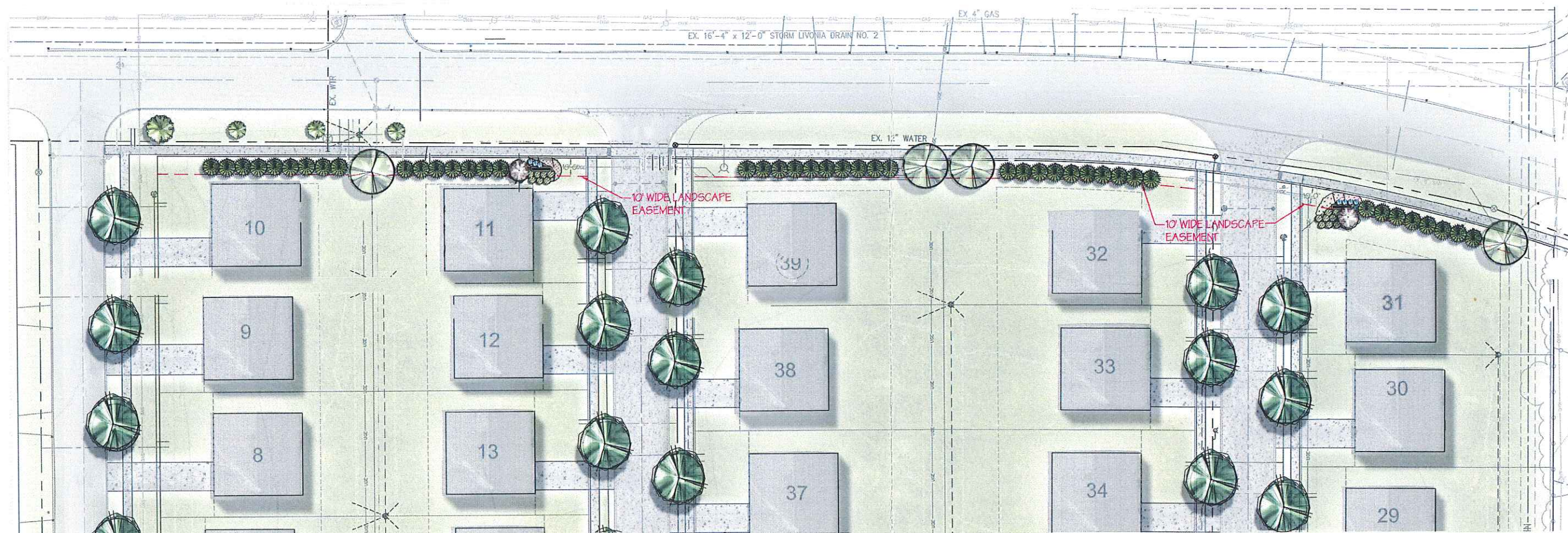


12-01-21
DATE

PROPOSED DATED 10-13-2021
LYNDON PARK
EASEMENT PLAN

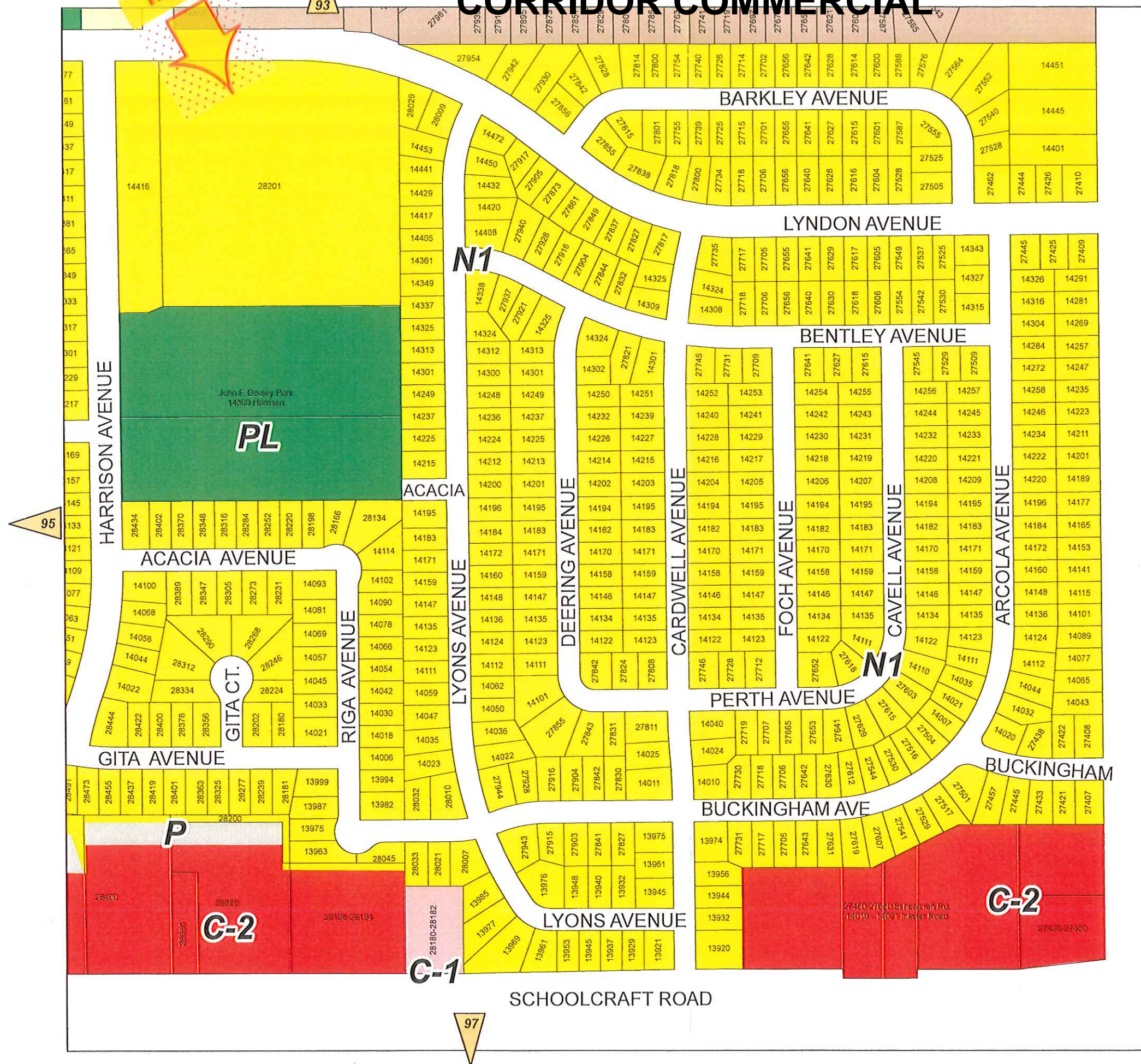


MLP
Michael L. Priest & Associates, Inc.
4005 KOPPENHAGEN ROAD, CANTON, MI 48107
PHONE: (734) 438-4546
FAX: (734) 438-4543
JOB NO. 2020.14
DATE ADB
SHEET 5 OF 5



CORRIDOR COMMERCIAL

ZONING MAP



LEGEND

Zoning Districts

- RUF Rural Urban Farm
- N1 Neighborhood
- N2 Neighborhood
- NM1 Neighborhood Multifamily
- NM2 Neighborhood Multifamily
- NM3 Neighborhood Multifamily
- P Parking
- C-1 Local Business
- C-2 General Business
- C-3 Highway Services
- C-4 High Rise Commercial
- M-L Manufacturing Limited
- M-1 Light Manufacturing
- M-2 General Manufacturing
- P-L Public Lands
- NP Nature Preserves

S.E. 1/4 Section 24

City of Livonia

T. 1 south, R. 9 east
Wayne County, Michigan

Copyright 2001, City of Livonia



300 150 0 300 Feet

ZONING BOARD OF APPEALS

ZONING BOARD MEMBERS

GREGORY G. COPPOLA, CHAIRMAN
JAMES. M. BARINGHAUS, VICE CHAIRMAN
TIMOTHY J. KLISZ, SECRETARY
CHRISTOPHER N. BOLOVEN
MARC ROTONDO
LYNDA L. SCHEEL



33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2250

MAYOR

MAUREEN MILLER BROSNAN

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LAURA M. TOY

PUBLIC NOTICE

January 5, 2024

APPEAL CASE NO. 2024-01-07, 16335 Westbrook: An appeal was made to the Zoning Board of Appeals by Barb Vicars, seeking to erect a six (6) foot tall vinyl privacy fence to enclose a side door, beyond the midpoint between the front and back building line, which is not allowed.

This low-density residential property is located on the west side of Westbrook Street (16335), between Mallory and Levan Streets, Lot. No. 065-06-0232-000, N2 Neighborhood District, rejected by the Inspection Department under Livonia Code of Ordinances, Section 15.44.090 (B).

THE LAW REQUIRES THAT OWNERS OF PROPERTY LOCATED WITHIN 300 FEET OF THIS PROPERTY BE NOTIFIED OF THIS REQUEST IN WRITING. THIS IS YOUR NOTIFICATION. YOU ARE NOT REQUIRED TO RESPOND TO THIS LETTER.

This appeal will be heard at a public hearing to be held in the **Auditorium on the 1st floor of City Hall on Tuesday, January 23, at 7:00 p.m.**, at which time comments may be directed to the Board during audience participation. When replying by mail, write your comments on the back of this notice and address it to the City of Livonia, Zoning Board of Appeals, 33000 Civic Center Drive, Livonia, MI 48154. All written comments are read at the meeting and become part of the record.

ZONING BOARD OF APPEALS,

Timothy Klisz, Secretary

Petitioner will incur a \$100 rescheduling fee for every failure to appear.
In accordance with Title II of the Americans with Disabilities Act as it pertains to access to Public Meetings, the Zoning Board of Appeal's Office of the City of Livonia, upon adequate notice, will make reasonable accommodations for persons with special needs.
Please call 734-466-2250 if you need assistance.

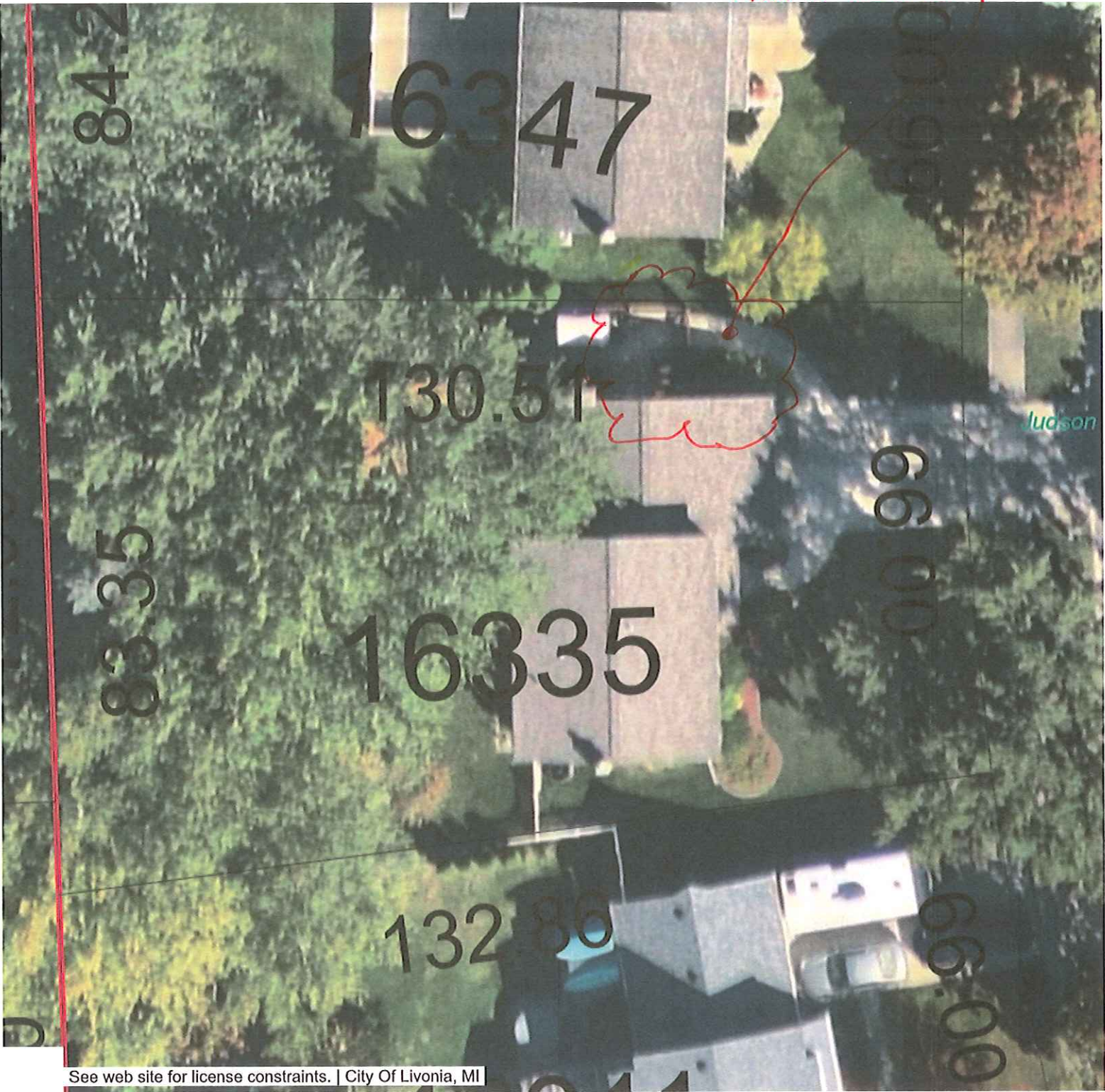
Case No: 2024-01-07
Meeting Date: January 23, 2024

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

Signature: _____

Address:

SEE SITE PLAN
AREA IN QUESTION



RECEIVED

DEC 12 2023

Inspection Department

APPLICATION FOR VARIANCE

Barbara Vicars 16335 Westbrook Livonia MI (313) 560-6316
(Owner of Premises) (Street Address) (City) (Zip Code) (Telephone) (Fax)

(Lessee) (Street Address) (City) (Zip Code) (Telephone) (Fax)

(Contractor) (Street Address) (City) (Zip Code) (Telephone) (Fax)

The property address is 16335 Westbrook

Please note that if you need more space to answer any of the following questions, you may use a separate page or the back of this page. Simply identify your response(s) with the number of the question you are responding to.

1. Are there any deed restrictions or subdivision rules or restrictions on the property? If so, what are they?

2. Give legal description of property involved, or attach a deed or other document which contains the legal description of the property:

A variance can only be granted if a hardship or practical difficulty with the property makes the variance necessary. Under the City's Zoning Ordinance, a practical difficulty exists only if (a) the difficulty is exceptional and peculiar to the property, and does not exist generally throughout the City, (b) the difficulty involves more than mere inconvenience, inability to earn a higher financial return, or both, and (c) the variance would be fair to the neighbors and others who might be affected, as well as those who do not have this variance.

3. Please explain how the practical difficulty you claim is unique to your property, and does not exist elsewhere in the City:

See Attached

4. Please describe what the difficulty involves beyond mere inconvenience or inability to earn a higher financial return:

See Attached

5. Explain why you think this variance would be fair to the neighbors and others who might be affected.

See Attached

6. Have you sought an amendment to the zoning ordinance which would permit your proposed project under your current zoning? If yes, please describe the outcome of this process:

7. If you have not attempted to have the zoning ordinance amended, why hasn't this attempt been made?

Application for Variance

December 11, 2023

Barbara Ann Vicars

(734) 560-6316

1. There are no deed restrictions or subdivision rules or restrictions on my property.
2. Real Property located in the City of Livonia, County of Wayne, State of Michigan,
described: 17U232 JUDSON GARDENS SUB NO 4 T1S R9E L91 P72 73 LOT 232
Commonly known as 16335 Westbrook St., Livonia, MI 48154
Tax Parcel No.: 065 06 0232 000
3. I would like to request a variance for my fence line for the following reasons:
 - a. I run a licensed day care in my home (DF 820 278 681). The taller fence will allow the lock to be placed higher from the ground and out of the children's reach. Therefore, making it very difficult for the children to open the fence and escape, thus creating a safer space for them to play.
 - b. The State of Michigan is covering the cost of the fence to ensure the children are safe.
 - c. A privacy fence would block strangers from observing the children playing on the patio. I do not like to advertise that I run a day care in my home. For safety reasons, I would prefer that the children are not visible from the street. Unfortunately, there are bad people in this world. I don't want to make it easy for them to reach over and grab a child from my yard.
 - d. My neighbor has already approved the fence design and signed the Livonia Authorization form.
 - e. The new fence will only be installed on the North side of the property. Most of my fences are chain link. The North side has an old rotting wooden fence with a lower placed lock that the children can reach and open. They play on the cement patio with their cozy coupe cars and bicycles. This is the only area that is cemented. Therefore, the only area that allows for bike and vehicle play. They play on the patio frequently.
 - f. The perimeter of the patio was cemented many years ago. I do not want to change the current outline of the patio and would like to place the new fence where the current fence is located.
 - g. The new fence will consist of five panels. Two which will run North/South and include the gate. Three which will run East/West.
4. See answer to number three above.

Application for Variance

December 11, 2023

Barbara Ann Vicars

(734) 560-6316

5. I believe this is fair to my neighbors as it's only a small section of the yard and they have already approved its design. It will enclose my side garage door and side porch light. The fence is about five feet closer to the street than is regularly allowed. I have three large Hydrangea bushes that will cover a good portion of the fence visible from the street. My North neighbor has several Giant Arborvitaes that will block his view of most of the fence running East/West.
6. I have not previously sought any amendments to the zoning ordinance.
7. This is my first attempt and application to the Zoning Board of Livonia for anything. I believe that the law is generally a good law but there are specific cases that should allow for a variance.
8. I have not previously sought to rezone my property.
9. I do not believe that rezoning of my property is appropriate in my case.

2024-01-07



CITY OF LIVONIA

INSPECTION DEPARTMENT

REJECTION OF APPLICATION FOR PERMIT

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154
421-2000

BASED ON NONCONFORMITY TO LIVONIA ORDINANCE

Applicant SAME AS BELOW Address 734-560-6316
Owner BARBARA VICARS Address 16335 WESTBROOK, LIVONIA, MI
Lessee _____ Address _____
Location WEST Side of 16335 WESTBROOK Street
Between MALLORY And LEVAN
Lot No./Parcel No. 065-06-0232-000 Subdivision JUDSON GARDENS #4
Zoning District N2 Map No. NE17 Lot Size _____ Alley _____
Present Use RESIDENTIAL Proposed Use SAME
Present Building Size N/A Proposed Building Size NONE PROPOSED
Present Height of Building N/A Proposed Height " "
Allowable Lot Coverage N/A Proposed Lot Coverage N/A
Proposal SEEKING TO ERECT A SIX FOOT TALL VINYL PRIVACY FENCE TO ENCLOSE A SIDE DOOR, BEYOND THE MIDPOINT BETWEEN THE FRONT AND BACK BUILDING LINE WHICH IS NOT ALLOWED.

Reason for Rejection CODE OF ORDINANCES, SECTION 15.44.090 B

Deficient Side Yard _____ Deficient Front Yard _____ Deficient Rear Yard _____
Deficient Lot Area _____ Deficient Lot Area per Room _____ Encroachment 15.44.090 B PRIVACY FENCE BEYOND MIDPOINT
Excessive Lot Coverage _____ Excessive Height _____ Increasing No. Units _____
Use Prohibited _____ Deficient Parking Spaces _____ Increasing Area and Bulk _____

Remarks _____

Plans and Application examined by Ryx Date DECEMBER 12 2023

ZONING EXAMINER

Zoning (Sheds and Fences) Permit | PZ23-0372**Property Information**

065 06 0232 000

16335 WESTBROOK

Subdivision:

LIVONIA MI, 48154

Lot:

Block:

NE 17

Name Information

Owner: VICARS BARBARA

Phone: (734) 560 6316

Occupant: VICARS, BARBARA/DOUGLAS

Phone: (734) 464 0448

Applicant: NOVI FENCE

Phone: (248) 344 9595

Contractor: NOVI FENCE

Phone: (248) 344 9595

Licensee: NOVI FENCE

Phone: (248) 344 9545

License Issued:

License Expires:

Permit Information

Date Issued:

Date Expires:

Status: HOLD FOR REVIEW

Work Description:

FENCE

Stipulations:

Comment:

Fee Information

Miscellaneous

B11. Fence

1.00

Admin

Administration Fee

1.00

FINAL - 6 MONTHS Inspection | Building Inspector

Status: Scheduled

Result:

Scheduled: 04/16/2024 12:00 AM

Completed:

SITE VISIT Inspection | Matt Stierna

Status: Completed

Result: Disapproved

Scheduled: 10/31/2023 12:00 AM

Completed: 10/31/2023 04:51 PM

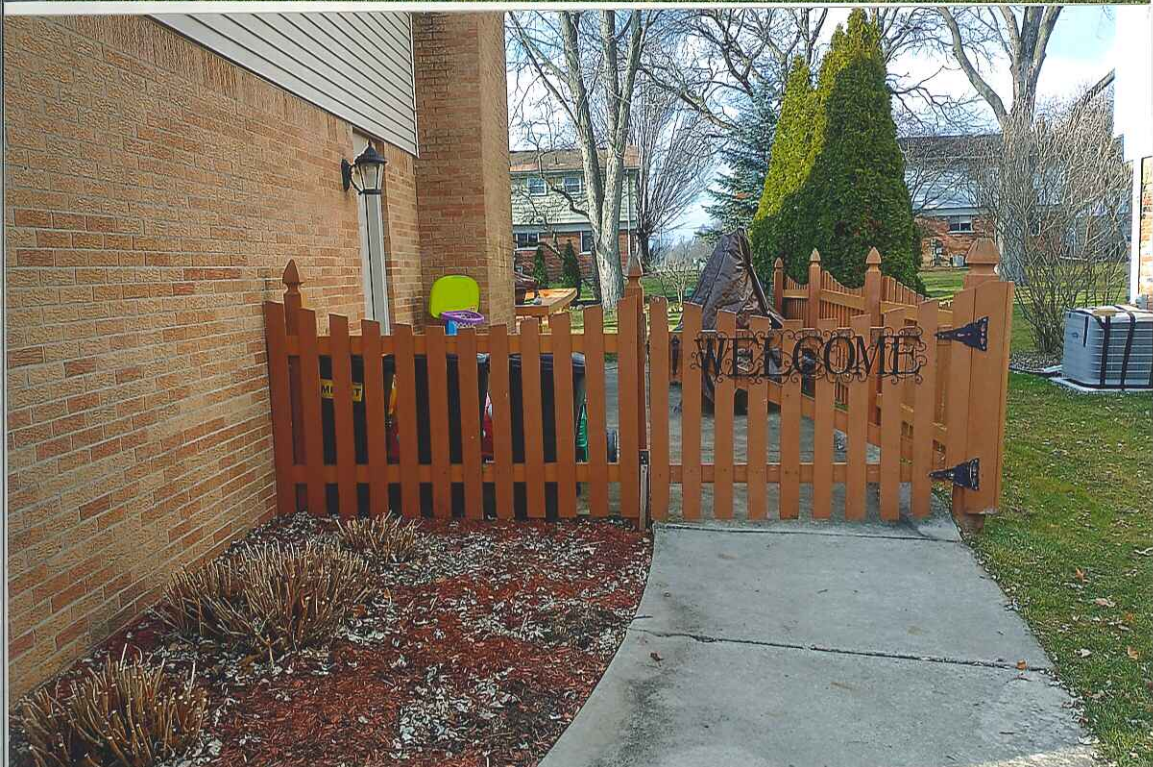
Comments:

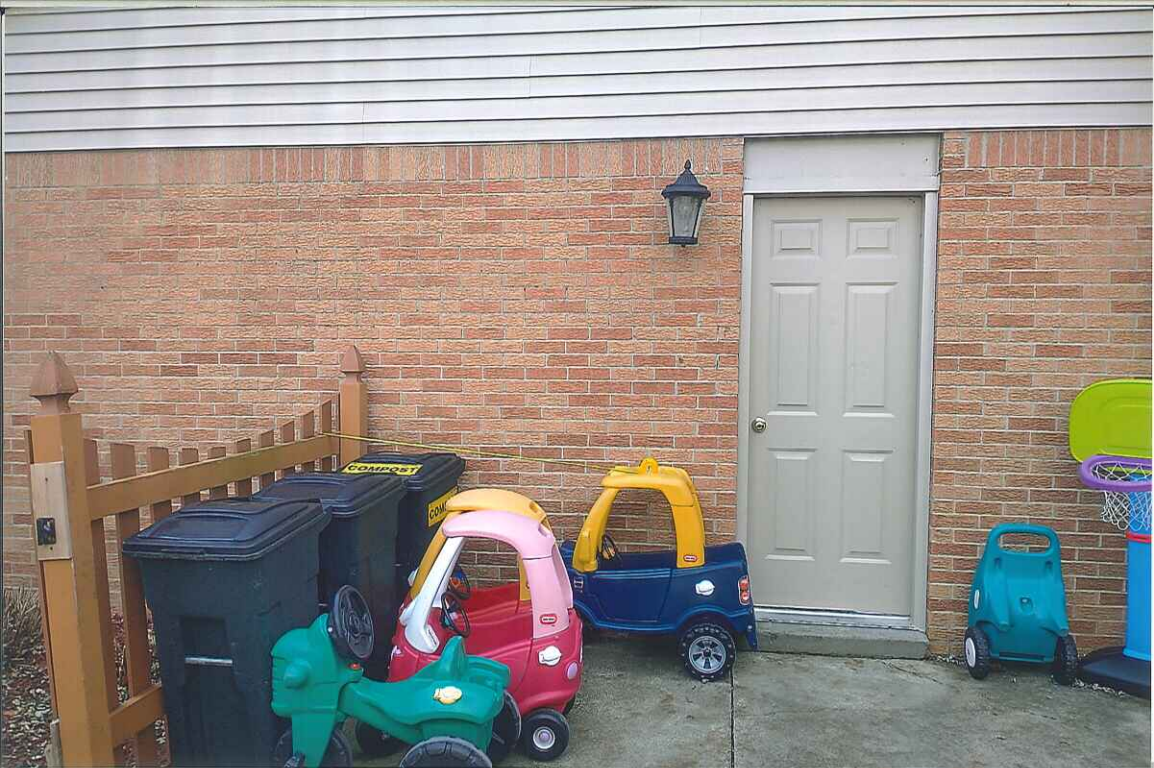
Scheduling Comment SITE VISIT TO REVIEW PROPOSED FENCE LOCATION IN GARAGE SIDE YARD.

ON SITE

The proposed new privacy fence will project too far forward of the center line of the structure approximately 7' past the side door. A call was made to the contractor to discuss moving the fence back to within 16" of the side door.

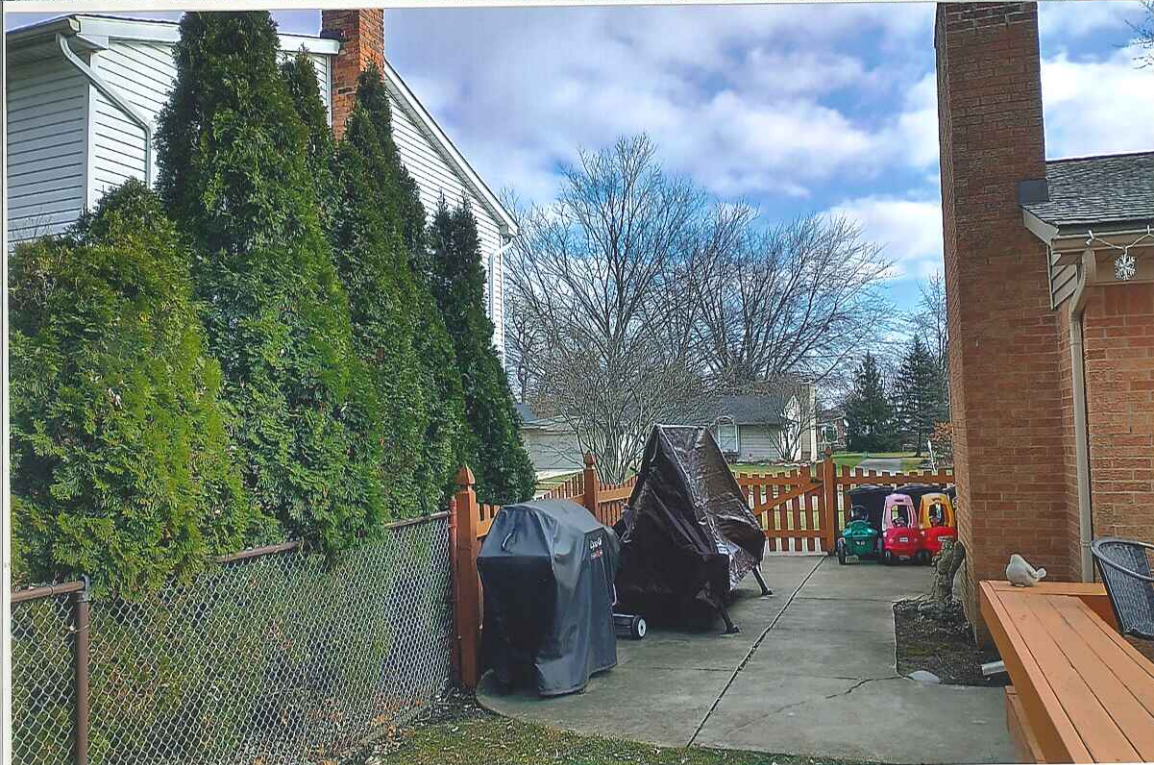












chain link fence
(stays, no change)


picket fence
(stays, no change)

existing
residence
(16335 westbrook)

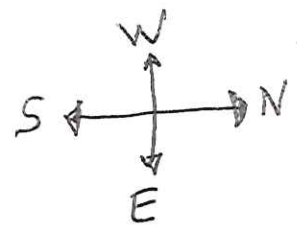
existing
garage

porch

walkway

drive

wood fence
to be removed &
replaced by 6'
privacy fence



sidewalk

road verge

drive

Street

BARBARA VICARS 16335 WESTBROOK REF: SIDE YARD PRIVACY FENCE

16335 WESTBROOK

OWNER: BARBARA VICARS

REF: PRIVACY FENCE IN
THE SIDEYARD

FUTURE LAND USE PLAN:
"Low Density Residential"

LOW DENSITY RESIDENTIAL

Page 65

ZONING MAP

LEGEND

Zoning Districts

- RUF Rural Urban Farm
- N1 Neighborhood
- N2 Neighborhood
- NM1 Neighborhood Multifamily
- NM2 Neighborhood Multifamily
- NM3 Neighborhood Multifamily
- P Parking
- C-1 Local Business
- C-2 General Business
- C-3 Highway Services
- C-4 High Rise Commercial
- M-L Manufacturing Limited
- M-1 Light Manufacturing
- M-2 General Manufacturing
- P-L Public Lands
- NP Nature Preserves

N.E. 1/4 Section 17

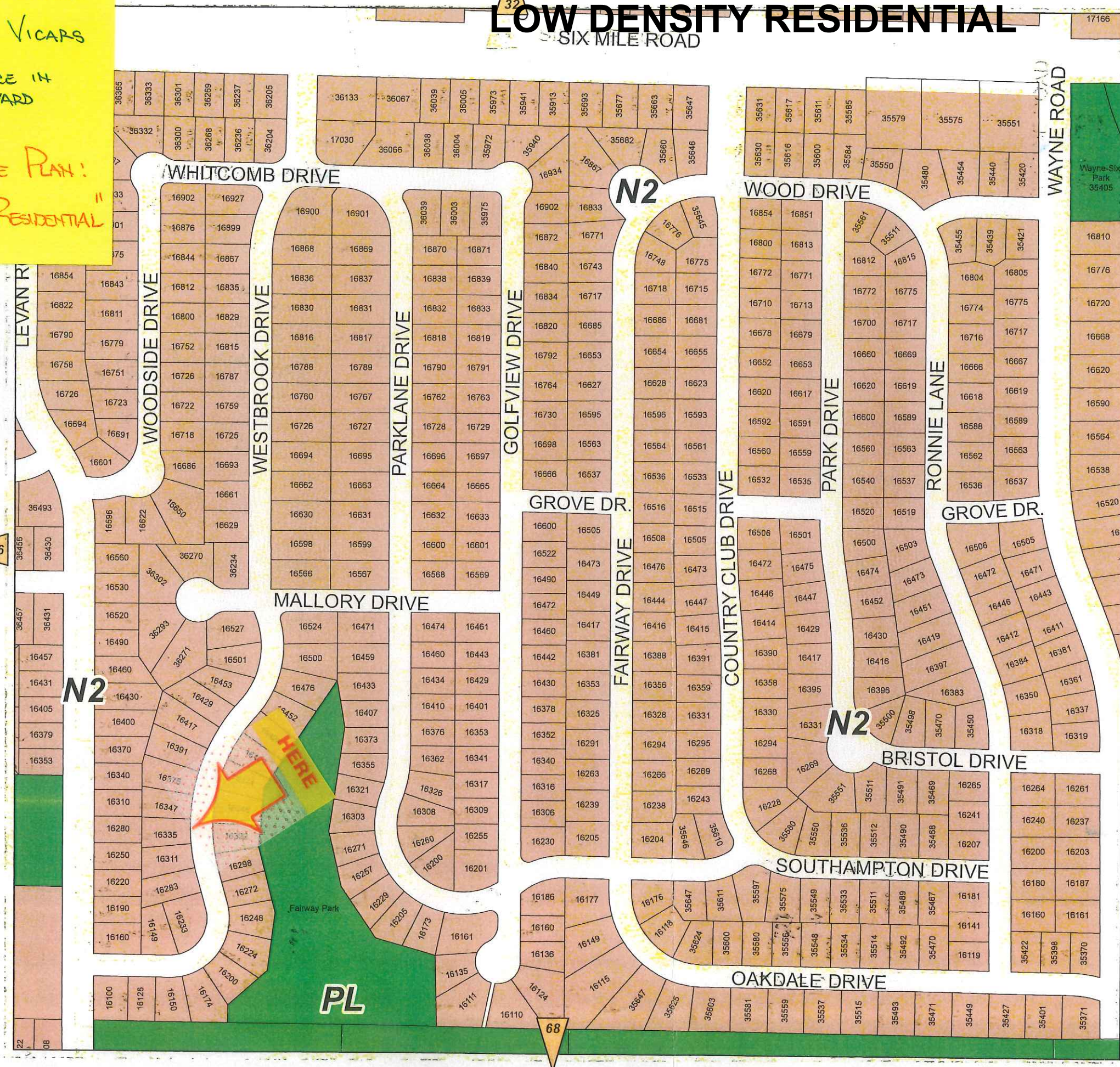
City of Livonia

T. 1 south, R. 9 east
Wayne County, Michigan

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300 150 0 300 Feet



ZONING BOARD OF APPEALS

ZONING BOARD MEMBERS

GREGORY G. COPPOLA, CHAIRMAN
JAMES. M. BARINGHAUS, VICE CHAIRMAN
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SCOTT MORGAN
LAURA M. TOY

PUBLIC NOTICE

January 5, 2024

APPEAL CASE NO. 2024-01-08, 19985 Parker: An appeal was made to the Zoning Board of Appeals by Brad Karcho, on behalf of BMK Asphalt Repair and Paving, seeking to erect a detached accessory building resulting in excess building area and height.

This low-density residential property is located on the west side of Parker Street (19985), between Norfolk and Pembroke Streets, Lot. No. 009-99-0116-000, N2, Neighborhood, District, rejected by the Inspection Department under Zoning Ordinance, Section 7.09 (1) A, C. The existing attached accessory building (garage) is to be converted to living area.

Accessory Building Area:

Allowed: 1000 sq ft
Proposed: 1680 sq ft
Excess: 680 sq ft

Accessory Building Height:

Allowed: 16 feet
Proposed: 17 feet
Excess: 1 foot

THE LAW REQUIRES THAT OWNERS OF PROPERTY LOCATED WITHIN 300 FEET OF THIS PROPERTY BE NOTIFIED OF THIS REQUEST IN WRITING. THIS IS YOUR NOTIFICATION. YOU ARE NOT REQUIRED TO RESPOND TO THIS LETTER.

This appeal will be heard at a public hearing to be held in the **Auditorium on the 1st floor of City Hall on Tuesday, January 23, at 7:00 p.m.**, at which time comments may be directed to the Board during audience participation. When replying by mail, write your comments on the back of this notice and address it to the City of Livonia, Zoning Board of Appeals, 33000 Civic Center Drive, Livonia, MI 48154. All written comments are read at the meeting and become part of the record.

ZONING BOARD OF APPEALS,

Timothy Klisz, Secretary

Petitioner will incur a \$100 rescheduling fee for every failure to appear.
In accordance with Title II of the Americans with Disabilities Act as it pertains to access to Public Meetings, the Zoning Board of Appeal's Office of the City of Livonia, upon adequate notice, will make reasonable accommodations for persons with special needs.
Please call 734-466-2250 if you need assistance.

Case No: 2024-01-08
Meeting Date: January 23, 2024

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Signature: _____

Address:

APPLICATION FOR VARIANCE

BRAD KARCHO 19985 PARKER AVE, LIVONIA, 48152 1-248-949-3340
 (Owner of Premises) (Street Address) (City) (Zip Code) (Telephone) (Fax)

(Lessee) (Street Address) (City) (Zip Code) (Telephone) (Fax)

(Contractor) (Street Address) (City) (Zip Code) (Telephone) (Fax)

The property address is _____

Please note that if you need more space to answer any of the following questions, you may use a separate page or the back of this page. Simply identify your response(s) with the number of the question you are responding to.

1. Are there any deed restrictions or subdivision rules or restrictions on the property? If so, what are they? NO -

2. Give legal description of property involved, or attach a deed or other document which contains the legal description of the property:

A variance can only be granted if a hardship or practical difficulty with the property makes the variance necessary. Under the City's Zoning Ordinance, a practical difficulty exists only if (a) the difficulty is exceptional and peculiar to the property, and does not exist generally throughout the City, (b) the difficulty involves more than mere inconvenience, inability to earn a higher financial return, or both, and (c) the variance would be fair to the neighbors and others who might be affected, as well as those who do not have this variance.

3. Please explain how the practical difficulty you claim is unique to your property, and does not exist elsewhere in the City:

THE LOT SIZE WOULD ALLOW FOR A LARGER STRUCTURE COVERAGE.

4. Please describe what the difficulty involves beyond mere inconvenience or inability to earn a higher financial return:

STORAGE IS NEEDED FOR THE CAR COLLECTION AND RECREATIONAL VEHICLES.

5. Explain why you think this variance would be fair to the neighbors and others who might be affected.

HAVING AN ENCLOSED STRUCTURE WOULD HAVE A BETTER APPEARANCE THAN POP-UP STORAGE AND VEHICLE TENTS.

6. Have you sought an amendment to the zoning ordinance which would permit your proposed project under your current zoning? If yes, please describe the outcome of this process:

PROPOSED ACCESSORY STRUCTURE IS MORE THAN THE MAXIMUM ALLOWED BY CODE.

7. If you have not attempted to have the zoning ordinance amended, why hasn't this attempt been made?

DEC 12 2023

2024 - 01 - 08



CITY OF LIVONIA

INSPECTION DEPARTMENT

REJECTION OF APPLICATION FOR PERMIT

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154
421-2000

BASED ON NONCONFORMITY TO LIVONIA ORDINANCE

Applicant BRAD KARCHO Address 248-949-3340 48322 6898 MAPLE CREEK, WEST BLOOMFIELD, MI
 Owner BMK ASPHALT REPAIR Address 19985 PARKER, LIVONIA, MI 48152
 Lessee — Address —
 Location WEST Side of 19985 PARKER Street
 Between NORFOLK And PEMBROKE
 Lot No./Parcel No. 009-99-0116-000 Subdivision —
 Zoning District N2 Map No. NE03 Lot Size 160' x 290' (46,400 sq ft) Alley —
 Present Use RESIDENTIAL HOUSE Proposed Use SAME
 Present Building Size 1779 sq ft AIT. GARAGE 576 sq ft Proposed Building Size 24' x 70' (1680 sq ft)
 Present Height of Building ONE STORY Proposed Height 17 FEET
 Allowable Lot Coverage 35% (16,240 sq ft) Proposed Lot Coverage 8.7% (4035 sq ft)
 Proposal SEEKING TO ERRECT A DETACHED ACCESSORY BUILDING RESULTING IN EXCESS BUILDING AREA AND HEIGHT. ACCESSORY BUILDING AREA ALLOWED: 1000 sq ft; PROPOSED: 1680 sq ft; EXCESS: 680 sq ft. ACCESSORY BUILDING HEIGHT ALLOWED: 16 FEET; PROPOSED: 17 FEET; EXCESS: ONE FOOT. THE EXISTING ATTACHED ACCESSORY BUILDING (GARAGE) IS TO BE CONVERTED TO LIVING AREA.

Reason for Rejection ZONING ORDINANCE, SECTION 7.09(1)A,C

Deficient Side Yard _____ Deficient Front Yard _____ Deficient Rear Yard _____
 Deficient Lot Area _____ Deficient Lot Area per Room _____ Encroachment _____
 Excessive Lot Coverage _____ Excessive Height 2.09(1)C 1'-0" Increasing No. Units _____
 Use Prohibited _____ Deficient Parking Spaces _____ Increasing Area and Bulk 2.09(1)A 680 sq ft

Remarks _____

Plans and Application examined by Ry

Date DECEMBER 12, 2023

ZONING EXAMINER

Real Estate Summary Sheet

Information herein deemed reliable but not guaranteed

12/12/2023 12:54 PM

Reference Question 2

Parcel:	009 99 0116 000	Current Class:	401.RESIDENTIAL-IMPROVED
Owner's Name:	BMK ASPHALT REPAIR AND PAVING LLC	Previous Class:	401.RESIDENTIAL-IMPROVED
Property Address:	19985 PARKER LIVONIA, MI 48152	Taxable Status	TAXABLE
Liber/Page:		Prev. Taxable Stat	TAXABLE
Split:	//	Gov. Unit:	46 CITY OF LIVONIA
Public Impr.:	None	YR BLT/SQ FT	1938 1743 0
Topography:	None	School:	63090 CLARENCEVILLE SCHOOL DIST
		Neighborhood:	L58 401 CLARENCEVILLE DISTRICT

Mailing Address:

BMK ASPHALT REPAIR AND PAVING LLC
6898 MAPLE CREEK BLVD
WEST BLOOMFIELD MI 48322

Description:

THE EAST 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, EXCEPT THE EAST 30 FEET THEREOF, TOWN 1 SOUTH, RANGE 9 EAST.

Most Recent Sale Information

Sold on 10/21/2022 for 99,050 by COLOVAS LYNDIA.

Terms of Sale: 35-UNDER DURESS

Liber/Page:

Most Recent Permit Information

Permit PRVR23-0006 on 07/28/2023 for \$0 category REFRIGERATION.

Physical Property Characteristics

2024 S.E.V.:	Tentative	2024 Taxable:	Tentative	Lot Dimensions:	
2023 S.E.V.:	118,900	2023 Taxable:	118,900	Acreage:	1.07
Zoning:		Land Value:	Tentative	Frontage:	160.0
PRE:	0.000	Land Impr. Value:	Tentative	Average Depth:	290.0

Improvement Data

of Residential Buildings: 1
Year Built: 1938
Occupancy: Single Family
Class: C
Style: 1.00 STORY
Exterior: Alum., Vinyl
% Good (Physical): 50
Heating System: Forced Heat & Cool
Electric - Amps Service: 0
of Bedrooms: 0
Full Baths: 1 Half Baths: 1
Floor Area: 1,779
Ground Area: 1,779
Garage Area: 576
Basement Area: 0
Basement Walls:
Estimated TCV: Tentative

Image



1:15 5G E

LARA Home Contact LARA Online Services

News MI.gov
LARA Corporations
Online Filing System
Department of Licensing and Regulatory Affairs

ID Number: 802617580

Summary for: BMK ASPHALT REPAIR AND PAVING LLC

The name of the DOMESTIC LIMITED LIABILITY COMPANY: BMK ASPHALT REPAIR AND PAVING LLC

Entity type: DOMESTIC LIMITED LIABILITY COMPANY

Identification Number: 802617580

Date of Organization in Michigan:
03/11/2021

Purpose: All Purpose Clause

Term: Perpetual

The name and address of the Resident Agent:

Resident Agent Name: BRADLEY KARCHO
Street Address: 6898 MAPLE CREEK BLVD
Apt/Suite/Other:
City: WEST BLOOMFIELD State: MI Zip Code: 48322

Registered Office Mailing address:

P.O. Box or Street Address: 6898 MAPLE CREEK BLVD
Apt/Suite/Other:
City: WEST BLOOMFIELD State: MI Zip Code: 48322

Act Formed Under: 023-1993 Michigan Limited Liability Company Act
Acts Subject To: 023-1993 Michigan Limited Liability Company Act

Managed By:
Members

View filings for this business entity:

ALL FILINGS

Comments or notes associated with this business entity:



AA

cofs.lara.state.mi.us





ID Number: 802617580

Request certificate

Return to Results

New search

Summary for: BMK ASPHALT REPAIR AND PAVING LLC

The name of the DOMESTIC LIMITED LIABILITY COMPANY: BMK ASPHALT REPAIR AND PAVING LLC

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Street Address: 6898 MAPLE CREEK BLVD

Apt/Suite/Other:

City: WEST BLOOMFIELD State: MI Zip Code: 48322

Registered Office Mailing address:

P.O. Box or Street Address: 6898 MAPLE CREEK BLVD

Apt/Suite/Other:

City: WEST BLOOMFIELD State: MI Zip Code: 48322

RECEIVED

DEC 12 2023

Inspection Department

City of Livonia

Act Formed Under: 023-1993 Michigan Limited Liability Company Act

Acts Subject To: 023-1993 Michigan Limited Liability Company Act

Managed By:

Members

View filings for this business entity:

ALL FILINGS

ANNUAL REPORT/ANNUAL STATEMENTS

CERTIFICATE OF CORRECTION

CERTIFICATE OF CHANGE OF REGISTERED OFFICE AND/OR RESIDENT AGENT

RESIGNATION OF RESIDENT AGENT

CERTIFICATE OF ASSUMED NAME

View filings

Comments or notes associated with this business entity:



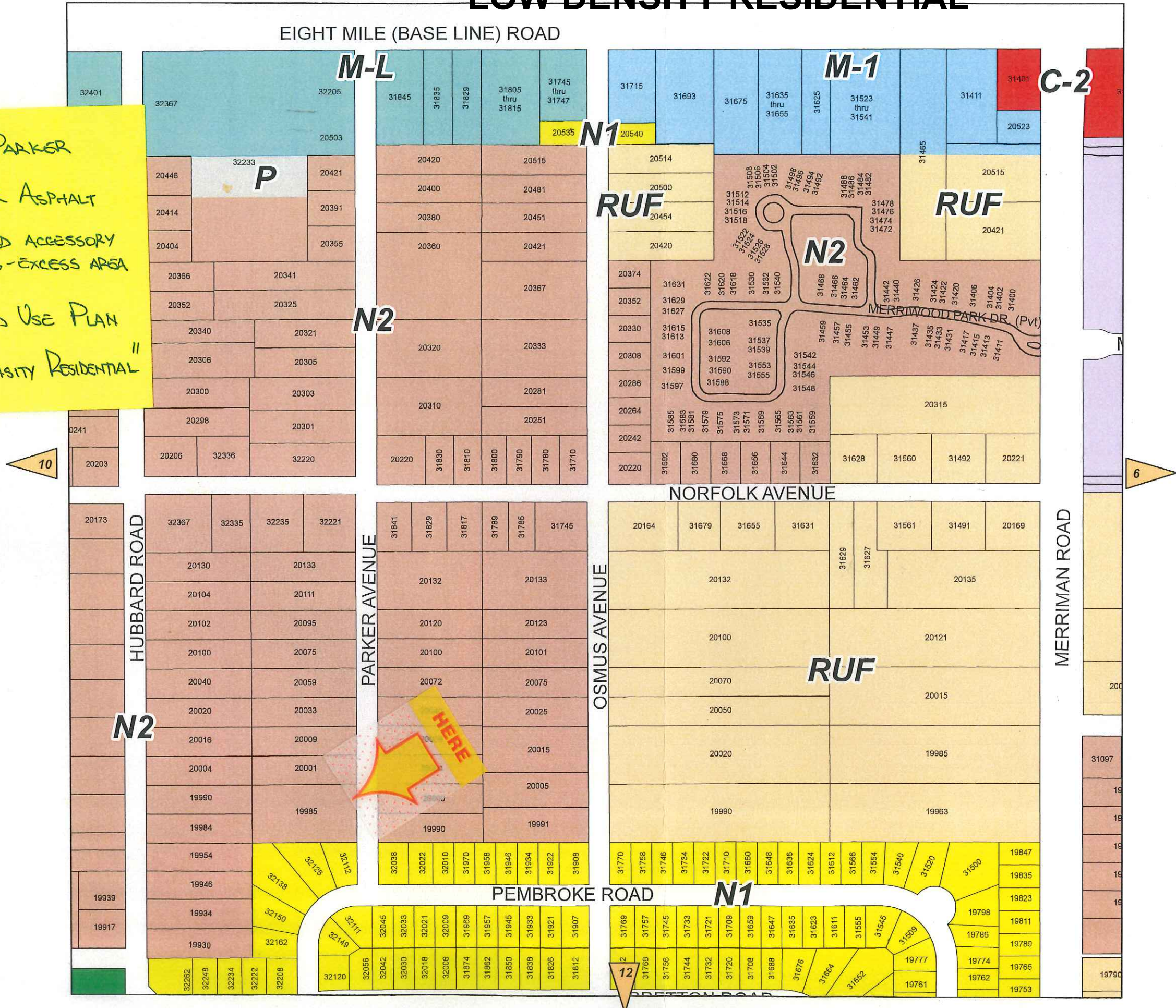




BRAD KARCHO 19985 PARKER REF: DET. ACCESSORY AREA LOW DENSITY RESIDENTIAL

Page 9

19985 PARKER
OWNER: BMK ASPHALT
REF: DETACHED ACCESSORY
BUILDING-EXCESS AREA
FUTURE LAND USE PLAN
"LOW DENSITY RESIDENTIAL"



ZONING MAP

LEGEND

Zoning Districts

- RUF Rural Urban Farm
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- N2 Neighborhood
- NM1 Neighborhood Multifamily
- NM2 Neighborhood Multifamily
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- M-2 General Manufacturing
- P-L Public Lands
- NP Nature Preserves

N.E. 1/4 Section 3

City of Livonia

T. 1 south, R. 9 east

Wayne County, Michigan

Copyright 2001, City of Livonia



300 150 0 300 Feet

**AGENDA DATE: January 23, 2024
ZONING BOARD OF APPEALS
CITY OF LIVONIA**

**PROPOSED FINDINGS OF FACT
Pursuant to Zoning Board of Appeals
Rules of Procedure, Rule V-Hearings, Paragraph 7**

1. **APPEAL CASE NO. 2023-08-20, Adnan Halaweh, 34108 Schoolcraft Road (Tabled on September 26, 2023):**
Should be denied because the alleged practical difficulty does not entail more than mere inconvenience. Further, the practical difficulty is entirely self-created.
2. **APPEAL CASE NO. 2024-01-06, Lyndon Park Development, 28201 Lyndon:**
Should be denied because the alleged practical difficulty does not entail more than mere inconvenience. FURTHER, setbacks from right-of-way lines are there for the sake of health and safety. FURTHER, Petitioner has not explained why it cannot comply with required setbacks.
3. **APPEAL CASE NO. 2024-01-07, Barbara Vicars, 163365 Westbrook Street:**
Should be denied because the alleged practical difficulty does not entail more than mere inconvenience.
4. **APPEAL CASE NO 2024-01-08, Brad Karcho, 19985 Parker Street:**
Should be denied because the alleged practical difficulty does not entail more than mere inconvenience. FURTHER, the alleged practical difficulty appears to be entirely self-created. FURTHER, the proposed structure appears better suited to a commercial use than the uses typical in residential districts.

FUTURE LAND USE PLAN

CITY OF LIVONIA ZONING BOARD OF APPEALS

January 23, 2024 – 7:00 p.m.
Livonia City Hall Auditorium, 1st floor
33000 Civic Center Drive, Livonia, MI

1. **APPEAL CASE NO. 2023-08-20, Adnan Halaweh, 34108 Schoolcraft Road (Tabled on September 26, 2023):** Seeking to construct a detached accessory building resulting in excess total building area and excess height.

FUTURE LAND USE PLAN (FLUP):

2. **APPEAL CASE NO. 2024-01-06, Lyndon Park Development, LLC on behalf of Stuart Michaelson, 28201 Lyndon Street:** Seeking to erect two (2) monument entranceway signs to a new residential development where only one is permitted, resulting in excess signs, excess height and deficient set back from public right of way and easement lines.

FUTURE LAND USE PLAN (FLUP):

3. **APPEAL CASE NO. 2024-01-07, Barbara Vicars, 163365 Westbrook Street:** Seeking to erect a six-foot tall vinyl privacy fence to enclose a side door beyond the midpoint, between the front and back building line, which is not allowed.

FUTURE LAND USE PLAN (FLUP):

4. **APPEAL CASE NO 2024-01-08, Brad Karcho, 19985 Parker Street:** Seeking to erect a detached accessory building, resulting in excess building area and height.

FUTURE LAND USE PLAN (FLUP):