

AGENDA OF THE CITY OF LIVONIA ZONING BOARD OF APPEALS

April 2, 2024 – 7:00 p.m.

Livonia City Hall Auditorium

33000 Civic Center Drive, Livonia, MI

AGENDA ITEM(S):

1. **APPEAL CASE NO. 2024-02-13, Christopher Muldoon, 28456 Tulipwood:**
Seeking to construct an accessory building resulting in deficient east side yard setback. Side yard setback cannot be closer to the corner side street than the wall of the principal building, which is parallel with such side street (seven feet).
2. **APPEAL CASE NO. 2024-03-14, Nicholas Carignan on behalf of Timothy J. Belanger, 31815 Eight Mile Road:**
Seeking to occupy a property within the M-L, Light Industrial Zoning District to establish an indoor recreational facility, which is not allowed.

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 disabilities. 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
MARC ROTONDO
LYNDA L. SCHEEL
MIKE TESTA



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

COUNCIL MEMBERS

BRANDON MCCULLOUGH, PRESIDENT
MARTHA PTASHNIK, VICE PRESIDENT
CARRIE BUDZINSKI
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PUBLIC NOTICE MARCH 15, 2024

APPEAL CASE NO. 2024-02-13, Christopher Muldoon, 28456 Tulipwood: seeking to construct an accessory building, resulting in deficient east side yard setback. Side yard setback cannot be closer to the corner side street than the wall of the principal building, which is parallel with such side street (seven feet).

Side Yard Setback:

Required: 7 feet

Proposed: 0 feet

Deficient: 7 feet

This Low Density Residential property is located on the north side of Tulipwood (28456), between Harrison and Emerson Court, Lot. No. 142-04-0015-000, N-1 District, Neighborhood, rejected by the Inspection Department under Livonia Zoning Ordinance, section 7.09(1)(D).

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, April 2, 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.

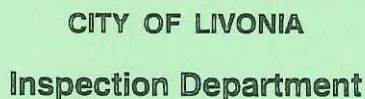
Please call 734-466-2250 if you need assistance.

Case No: 2024-02-13
Meeting Date: April 2, 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:



REJECTION OF APPLICATION FOR PERMIT
BECAUSE OF NON-CONFORMITY TO ZONING ORDINANCE LIVONIA VISION 21

Reason for Rejection ZONING ORDINANCE, SECTION 7.09(1), (D)
7.09(1), (D)
 Deficient Side Yard SEVEN FEET Deficient Front Yard _____ Deficient Rear Yard _____
 Deficient Lot Area _____ Deficient Lot Area per Room _____ Encroachment _____
 Excessive Lot Coverage _____ Excessive Height _____ Increasing No. Units _____
 Use Prohibited _____ Deficient Parking Spaces _____ Increasing Area and Bulk _____

 Remarks _____

ZONING EXAMINER

APPLICATION FOR VARIANCE

Christopher D Muldoon 28456 Tulipwood Livonia 48150 (734) 634 6357
 (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 28456 Tulipwood 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? Yes, we have an association and I have attached those rules

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

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 have a Large Public Easement in the rear of my property (20 ft Deep and the width of my property) That prevents me from building a shed towards the rear of my backyard

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

Port of The reason we bought this property and built here was because the Association Allowed for a shed. With two children and equipment to maintain my home, I need the additional storage a shed provides, as there is not enough room in the garage with both cars parked in there

5. Explain why you think this variance would be fair to the neighbors and others who might be affected. I would be erecting a very nice stick built shed that

Matches the house. It would be backed up to association owned green space and Harrison st. I do not believe there would be a negative impact to the neighbors.

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, I have not.

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

Because an amendment is not necessary in this case. This is a one off request because of my unique circumstances.

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FEB 15 2024

Inspection Department
City of Livonia

Please See Attached Addendum.

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? This would not apply in my situation

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: [Signature]

Please print name of property owner: Christopher D Muldoon

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 15th day of February, 2024

Nora Brock

(Notary Public, Wayne County, Michigan)

My Commission expires 9/1/2028

LIVINGSTON COUNTY, MICHIGAN

Nora Brock
NORA BROCK
NOTARY PUBLIC, STATE OF MI
COUNTY OF LIVINGSTON
MY COMMISSION EXPIRES Sep 1, 2028
ACTING IN COUNTY OF WAYNE

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 FEBRUARY 15, 2024 which reads as follows:

~~the~~ ZONING ORDINANCE, SECTION 7.09(1),(D)

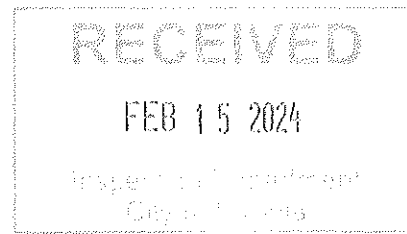
I certify that (a) the petitioner is not in violation of any ordinance other than the provision(s) sought to be waived in the foregoing application, (b) all applicable fees have been paid, and (c) I have examined the foregoing application, and find that said application is complete, and that the City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

[Signature]
(Supervisor)

Application for permit filed No

Violation Issued No

Christopher Muldoon
28456 Tulipwood
Livonia MI 48150
734-634-6357
muldo1cd@gmail.com



Application for Variance Addendum

1. Yes, we have an association and I have attached those rules.
2. I have attached a deed.
3. I have a large public easement in the rear of my property (The width of my property and 20ft deep) that I was never made aware of when we decided to start building. The real estate agent assured me that sheds were absolutely allowed and that was a selling feature of the property because this particular piece of property could not contain a third car garage. I only became aware of this when I applied for the storage shed permit and was told that the city needed to investigate the application further. I was then told by the engineering department that because the public easement was in the rear of my property it is their policy not to allow variances for buildings on public easements. This is why I am coming to the zoning board of appeals because I need to have your approval in order to build the shed in the only location on the property, 001 feel is appropriate. There was some discussion about whether it was a private or public easement, but the engineering department cleared that up and confirmed it to be a public easement. I am asking for a variance on a couple of different things.
 - a. First, the city of Livonia storage shed accessory building guide notes that for corner lots, the building is to be located no closer to the side street lot line than that of the main dwelling. I am asking for a variance on this as shown on the site plan. I would like the building to be erected 7 feet outside of the edge of my garage. I am asking for this because in order for me to place this shed outside of the public easement, I have to be able to place it outside of the home. Because the easement is so large in my backyard and because I was unaware of this easement when we purchased the property, I am very limited to where I can place a storage shed on the property.
 - b. Second, the city of Livonia storage shed accessory buildings guide notes that Buildings may be located as close as two feet to the side lot line and rear lot line provided there is not easement. Many rear easements are six feet or larger. I am asking for this variance because in order to maintain 10 feet from dwellings and attached garages, the building will need to be on the lot line. The plan is to run my black aluminum fence all the way to the edge of the shed and then continue that fence from the other side of the shed into the backyard. I feel this variance is reasonable because I am on a corner lot and the property next to me is just open space that the association owns and then Harrison Street. This will not infringe upon any neighbors.
4. Part of the reason we bought this property and built here was because the association allowed a shed on the property. Having two children and owning equipment to maintain my home, I need the additional storage a shed provides, as there is not enough room in the garage with both cars parked in there. I am somebody that maintains a high level of pride in my property and I very much dislike clutter. I also am somebody who spends a lot of time and money on maintaining a

green and lush lawn. In order to do so I have to own equipment that allows me to do that. Having a shed on my property will allow me to reduce clutter in my yard and make it so my corner lot is much more esthetically pleasing. Not allowing for the construction of this shed will lead to me having to either take temporary measures or erect a temporary resin building that just isn't as esthetically pleasing or consistent with the high-quality construction of the neighborhood.

5. I believe this variance would be favorable to my neighbors because the side of the yard the shed is being built on is directly on Harrison Street and there is also a large green area that the association owns as well as city Blvd that would prevent people from walking down the street from being in direct contact with the building. I also feel as if having a shed that matches the home is far more pleasing to the eye than a metal or resin shed that is of temporary nature. I'm trying to do my best job here to match the home and put up the nicest and highest quality building I can, so we maintain the pleasing look of the neighborhood.
6. No, I have not.
7. Because an amendment is not necessary in this case. A one-off request because of my unique circumstances
8. No, I have not.
9. This would not apply in my situation.



2/14/24

WARRANTY DEED

File No. cen148822-STG

The Grantor(s) Belaggio Homes Inc. by Enrico Soave, as President
whose address is 37771 Seven Mile Road., Suite C, Livonia, MI 48152

convey(s) and warrant(s) to Christopher Douglas Muldoon, a Married Man
whose address is 9332 Lathers, Livonia, MI 48150

the following described premises situated in the City of Livonia, County of Wayne and State of Michigan:

Unit 15, EMERSON OAKS CONDOMINIUM, according to the Master Deed as recorded in Liber 57679, Page 1455, and any subsequent amendments thereto, Wayne County Records, and as designated as Wayne County Condominium Subdlvision Plan No. 1198 together with rights in general common elements and limited common elements as set forth in the above described Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

Commonly Known As: 28456 Tulipwood, Livonia MI 48150
Sidwell No. 46-142-04-0015-000 (New for 2023)

For the sum of Four Hundred Nineteen Thousand Two Hundred Thirty Three and 00/100 Dollars (\$419,233.00)

Subject to easements and building and use restriction of record, if any.

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FEB 15 2024

County of Wayne
Livonia, Michigan

Dated: 12/6/23

File No. cen148822-STG

Signed in presence of:

Signed by:

Belaggio Homes Inc.

by Enrico Soave, as President

Witness

Witness

STATE OF MICHIGAN

COUNTY OF Wayne

The foregoing instrument was acknowledged before me on

December 6 2023, by Belaggio Homes Inc. by

Sign

Print

Notary Public, Wayne County, MI

My commission expires 5/2/25

Acting in the County of Wayne

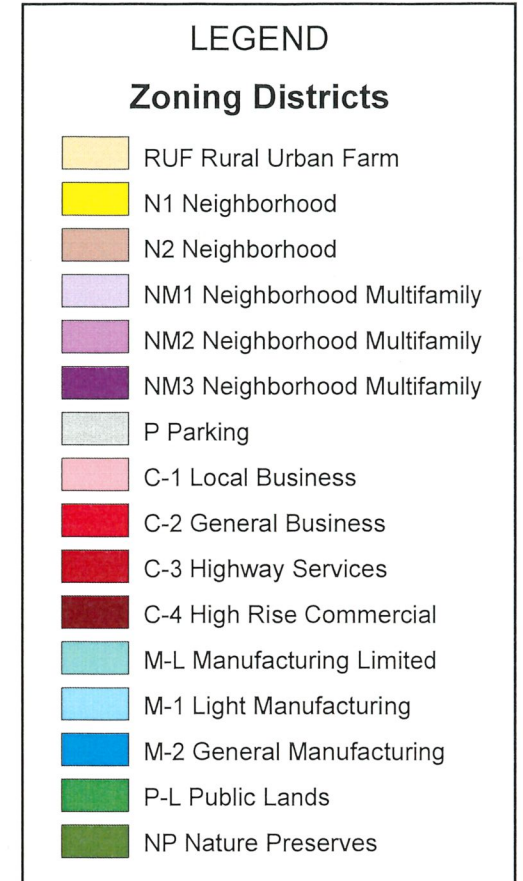
ERIN O'HARA
Notary Public, State of Michigan
County of Wayne
My Commission Expires May 2, 2025
Acting in the County of Wayne

Drafted By:

Enrico Soave
37771 Seven Mile Road., Suite C
Livonia, MI 48152

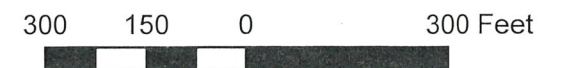
When Recorded Mail To:

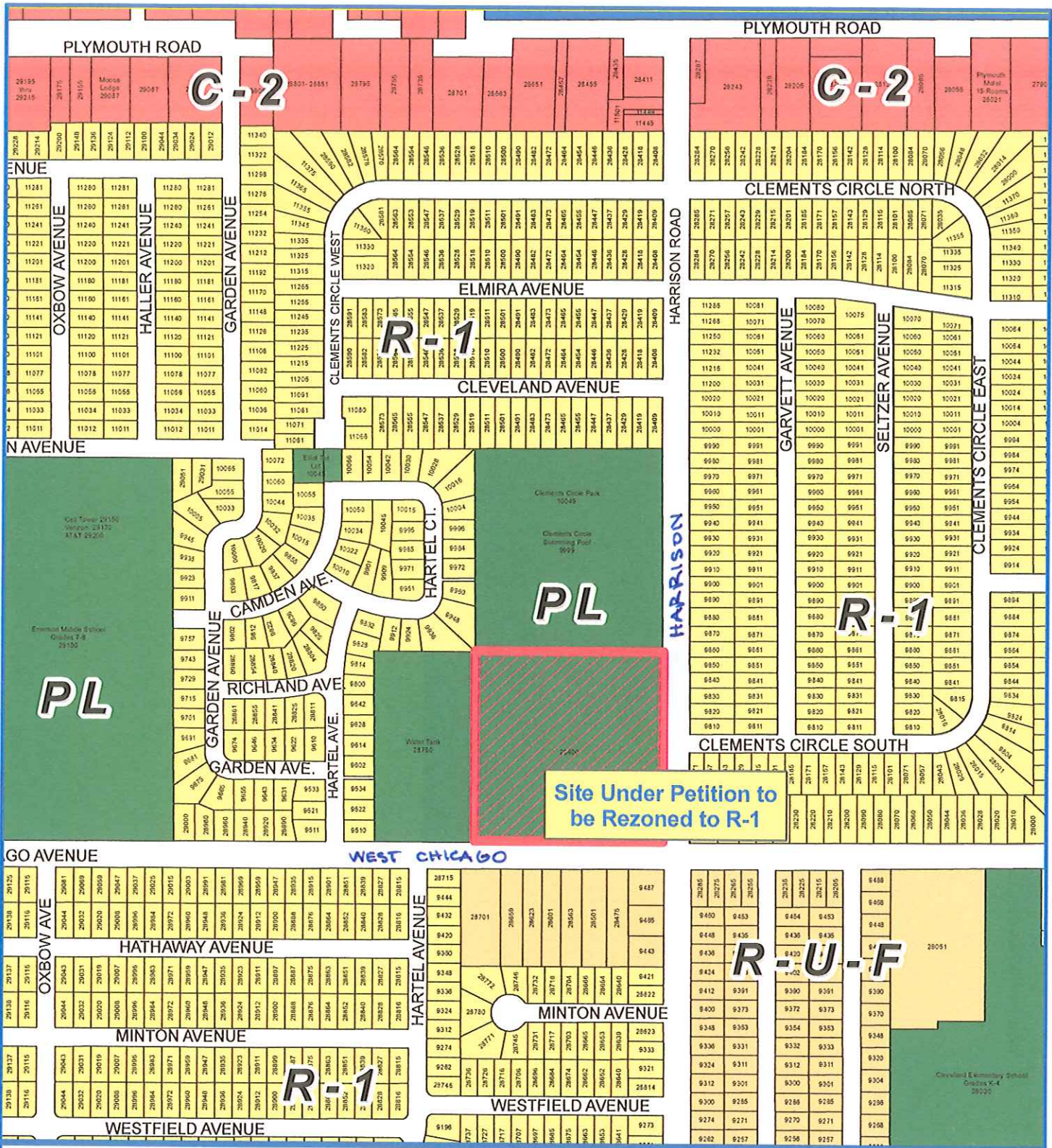
Christopher Muldoon
28456 Tulipwood
Livonia, MI 48150



City of Livonia

Copyright 2001, City of Livonia





Address & Zoning Map

Petition 2021-02-02-03
Emerson Oaks
28400 West Chicago Avenue
to develop a Planned Residential Development
under the Single-Family Clustering option



Not to Scale

City of Livonia
Planning Department

EMERSON OAKS

INFINITY HOMES & Co

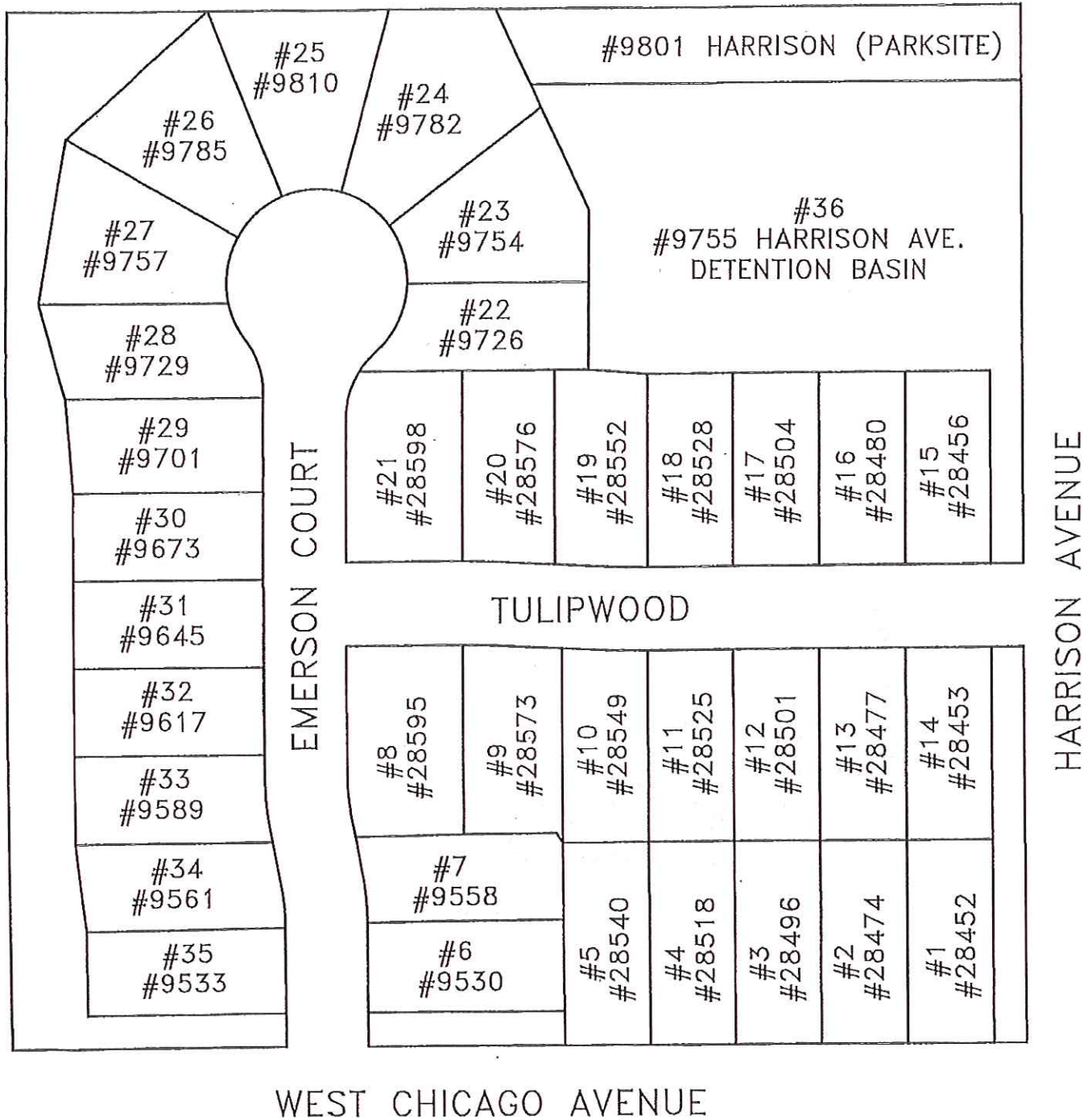
InfinityHomesCorp.com



*All lot dimensions and basement features are subject to final site plan based on homesite selection. See sales manager for further details.

EMERSON OAKS CONDOMINIUMS

N.W. $\frac{1}{4}$ SECTION 36



Permit #23-747

PP #13593

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APR 06 2023

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FEB 15 2024

SITE PLAN

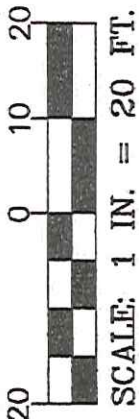
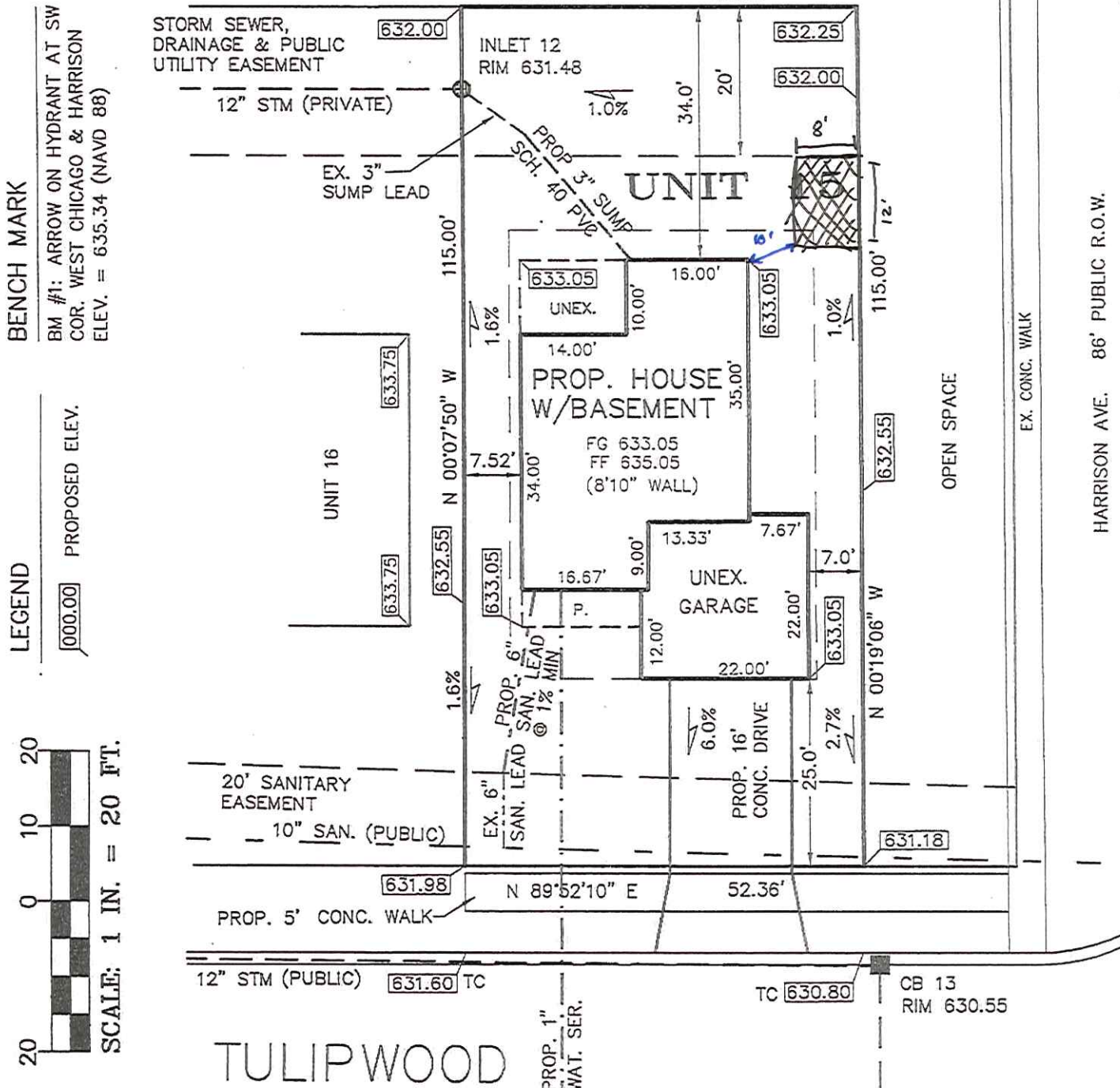
28456 TULIPWOOD

CITY OF LIVONIA
ENGINEERING DEPARTMENT

"THE BUILDER IS REQUIRED TO USE BEST MANAGEMENT PRACTICES RELATIVE TO SOIL EROSION CONTROL AND MUST PLACE SOIL EROSION FENCING, AS NEEDED, AND PROTECT ALL STORM DRAINAGE STRUCTURES PRIOR TO FINAL GRADE APPROVAL"

CONTACT CITY ENGINEERING DEPT. FOR INSPECTION PRIOR TO PLACEMENT OF SIDEWALK AND APPROACH.

OPEN SPACE



"Approved As Noted"

CITY OF LIVONIA
ENGINEERING DEPT.

APPROVED

DATE 4-20-23

SIGNED [Signature]

PROPERTY DESCRIPTION
UNIT 15 OF "EMERSON OAKS", PART OF THE NORTHWEST 1/4 OF SECTION 36, TOWN 1 SOUTH, RANGE 9 EAST, CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN;

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

PREPARED FOR
BELAGGIO HOMES
37771 SEVEN MILE RD., SUITE "C"
LIVONIA, MI 48150
(734) 469-4894

DATE: 04/05/23
FB: DRAWN: WGD
PROJ. NO: 22024
SHEET 1 OF 1



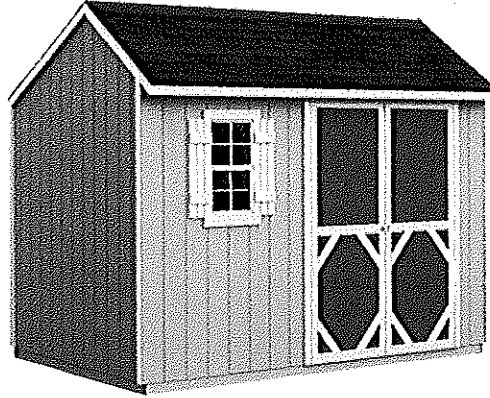
12-ft x 8-ft Seville

\$2,999

Starting at \$146/mo or 0% APR with affirm.

See If You Qualify

4.4 out of 5 reviews



- 12-ft wide by 8-ft deep (96 sq. ft.)
- Cottage-style multi-purpose storage
- 64-in wide double doors allow easy access to equipment
- Operable window with shutters and screens lets in natural light and airflow
- Two storage shelves, workbench, and pegboard help organize tools

Sizes

12 x 8

What fits inside?

Choose Shingle Color*



Dark Brown



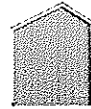
Black



Driftwood



Gray



ADD TO CART



Shed Buying Guide



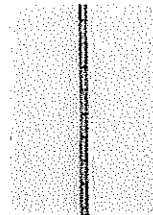
Delivery & Installation



Maintenance



Returns & Payments



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FEB 15 2024

Shed Liquidators Inc. 1234 Main St.
Anytown, CA 90210

Features



Hold your heaviest equipment with our **complete floor system** (up to 40 lbs. per sq. ft.).



Built like your house to **withstand strong winds and heavy snow loads**.



Shed is **primed and ready for paint**. Paint and caulk not included.



Protection against hail, wind, moisture, decay, and termites using **pre-treated and pre-primed LP® SmartSide® siding**.



Easy access to ATVs, lawnmowers, and more with **extra-wide double doors**.



Continuous steel hinge distributes the door's weight evenly along its entire length, ensuring that the door won't sag.

Specs

Dimensions (W x D X H): 12-ft x 8-ft x 8-ft 4-in

Cubic Feet Storage: 662

Square Footage: 96

Door Opening Dimensions (W x H): 64-in x 70-in

Door Threshold: Included

Wall Framing: 2-in x 3-in

Stud Spacing: 24" o.c.

Roof Pitch: 5/12 & 6/12

Max Roof Load: 30 lbs. per sq. ft.

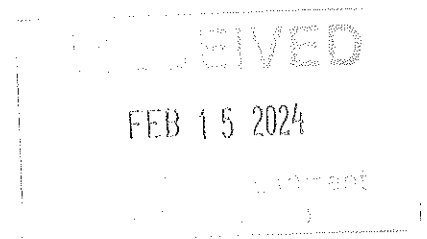
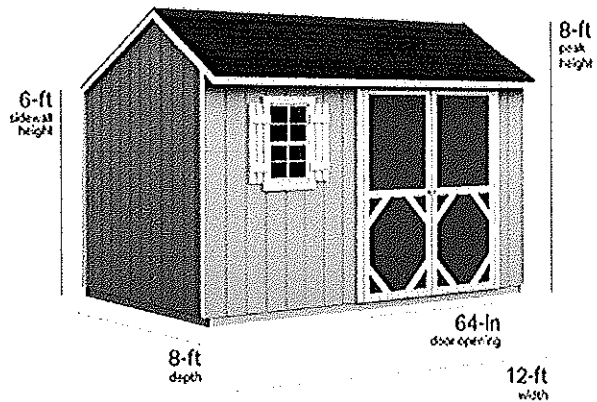
Type of Floor: Treated framing with OSB decking

Floor Weight Capacity: 40 lbs./sq. ft.

Max Wind Resistance: 115 m.p.h.

Assembled Weight: 1,640 lbs.

Paint and Caulk Needed (not included): Siding: 2 gal. | Trim: 1 qt. | Doors: 1 qt. | Caulk: 3 tubes



**EXHIBIT A
CONDOMINIUM BYLAWS OF EMERSON OAKS**

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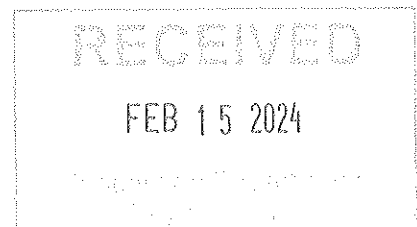
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CONDOMINIUM BYLAWS

Section 1. ASSOCIATION OF OWNERS

1.1 Organization. Emerson Oaks is a residential site condominium project located in the City of Livonia, Wayne County, Michigan, being developed in a single phase, to comprise of Thirty-Five (35) building sites. On the recording of the Master Deed, the management, maintenance, operation, and administration of the Project shall be vested in an Association of Owners organized as a nonprofit corporation under the laws of the State of Michigan. The Association will keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Project available at reasonable hours for inspection by Owners, prospective buyers, mortgagees, and prospective mortgagees of Units in the Project.

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

Section 2. MEMBERSHIP AND VOTING

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

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

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

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

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

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

Section 3. MEETINGS AND QUORUM

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

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

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

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

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

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

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

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

Section 4. ADMINISTRATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5. ASSESSMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 6. TAXES, INSURANCE, AND REPAIR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 7. CONSTRUCTION REQUIREMENTS

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

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

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

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

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

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

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

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

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

- One-story home (Ranch) – 1,200 sq. ft.
- Multi-story home (Cape Cod or Colonial) – 1,800 sq. ft.

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

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

thereof which the estimated cost is \$250.00 per Unit Owner and this mailbox fee must be paid at the closing of each Unit.

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

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

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

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

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

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

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

7.13Landscaping Requirement. Each Unit must be completely landscaped as soon as possible during the planting season (April through November) but, in any event, no later than 60 days (weather permitting) after initial occupancy of the Dwelling. The reasonable value of the landscaping surrounding a Dwelling shall be not less than five thousand (\$5,000.00) dollars, excluding landscape architectural fees. The Developer shall have the right to determine the reasonable value of the landscaping. After landscaping has been installed, the Unit Owner shall maintain the landscape in a good and aesthetically pleasing condition. **If at the time of conveyance from Developer, construction of a Dwelling on the Unit has commenced or has been completed, but the landscaping has not been completed, the Developer shall require the Unit Owner, at closing, to escrow two thousand hundred dollars (\$2,000.00) with the title company conducting the closing of the Unit until such time the landscape is installed. All landscape escrow deposits made shall be released to the Unit Owner upon completion of the landscaping as set forth herein. To the extent that the escrow deposit earns interest, the interest shall be paid to the Unit Owner at such time as the landscaping of the Unit has been completed. However, the Developer shall not be required to maintain the escrow deposit in an interest-bearing account or to otherwise generate a return on the escrow deposit.**

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

Section 8. USE AND OCCUPANCY RESTRICTIONS

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

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

designed for a specific purpose shall be used only for those purposes or other uses approved by the Board. The use, maintenance, and operation of the Common Elements shall not be obstructed, damaged, or unreasonably interfered with by any Owner and shall be subject to any lease or easement presently in existence or entered into by the Board at some future date that affects all or any part of the Common Elements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 9. MORTGAGES

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

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

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

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

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

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

Section 10. LEASES

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

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

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

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

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

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

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

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

Section 11. TRANSFER OF UNITS

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

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

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

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

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

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

From: Chris Muldoon <muldo1cd@gmail.com>

Sent: Friday, March 1, 2024 3:44 PM

To: Stierna, Matthew <mstierna@livonia.gov>

Subject: Fwd: Emerson Oaks Lot 15 Request for Modification Approval

Hello Matt,

Please see below for the response I received from Infinity Homes, who is currently in charge of the HOA during the building phase. They couldn't really give me a reason why it wasn't approved, other than it's their policy during the building phase. I spoke with Stacey with Belaggio Homes and she reiterated that sheds are allowed under the HOA bylaws and that my disagreement should be with the city, and not with them because the HOA approval should happen after my variance is approved or denied by the ZBA. She said that the city should be very familiar with both Infinity and Belaggio and that they should know that once the HOA is turned over to residents, the shed will be approved as long as the aesthetic is agreed upon (color, siding, etc). They told me that I shouldn't need the approval by the HOA until I'm ready to build because those approvals are really only related to what it looks like. This is very frustrating on my end because I was assured by the home building company, as well as their real estate representative, that sheds are totally good to go in their neighborhoods. I wouldn't have chosen to build if this weren't the case. They also said they anticipate turning over the HOA to residents this summer. Any help would be greatly appreciated.

Thanks,
Chris Muldoon

----- Forwarded message -----

From: **Liz Thomas** <lthomas@infinityhomescorp.com>

Date: Wed, Feb 28, 2024, 18:40

Subject: Re: Emerson Oaks Lot 15 Request for Modification Approval

To: Chris Muldoon <muldo1cd@gmail.com>

Cc: svincent@infinityhomescorp.com <svincent@infinityhomescorp.com>, Belaggio Homes Inc <belaggiohomes@gmail.com>

Hi Chris,

Thank you for the information. I spoke with upper management regarding your request, and they are rejecting the modification request at this time as it is standard policy that sheds are not permitted during the Development and Sales Period. This request can be resubmitted to the board of directions once the HOA is turned over to the homeowners. It is anticipated that the turnover will occur this summer.

Please do not hesitate to contact me if you have any questions or concerns.

Regards,

INFINITY HOMES & Co

Liz Thomas / Managing Director of Administration and Client Services

 248 449 8084  lthomas@infinityhomescorp.com

Infinity Homes & Co | 42400 Grand River Avenue #112
Novi, Michigan 48375

InfinityHomesCorp.com

On Tue, Feb 27, 2024 at 12:36 PM Chris Muldoon <muldo1cd@gmail.com> wrote:

Hello!

I have attached my modification request and was advised I should send it to you after talking with Stacey at the Belaggio office. If possible, is there a way to expedite this process? I ask because the city attorney has requested this before he sends it to the zoning board for approval. Stacey mentioned that if you needed further information or endorsement, that she would be more than willing to walk you through the request. I would also be more than willing to chat about it and explain the situation. I plan to paint the shed the same color as the siding of the home and will match the shingles to the home as well. The reason I need a zoning variance is because the back of my property has a large public easement that is 20ft deep and runs the length of the property. As you can see on the plat, I only have 1 place I can put the shed. The variance is so I can place it on the lot line, which won't be a problem for neighbors because the lot line is on Harrison St. and also so it can be outbound from the edge of the house (a requirement for corner lots).

Chris Muldoon
Emerson Oaks Lot 15
734-634-6357
muldo1cd@gmail.com

ZONING BOARD OF APPEALS

ZONING BOARD MEMBERS

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

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PUBLIC NOTICE MARCH 15, 2024

APPEAL CASE NO. 2024-03-14, Nicholas Carignan on behalf of Timothy J. Belanger, 31815 Eight Mile Road: Seeking to occupy a property within the M-L, Light Industrial Zoning District to establish an indoor recreational facility, which is not allowed.

This Light Industrial property is located on the south side of Eight Mile (31815), between Parker and Osmus, Lot. No. 009-99-0047-001, M-L District, Light Industrial, rejected by the Inspection Department under Livonia Zoning Ordinance, section 3.15 (District Regulations).

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, April 2, 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: 2024-03-14
Meeting Date: April 2, 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:



CITY OF LIVONIA
Inspection Department

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154
421-2000

REJECTION OF APPLICATION FOR PERMIT
BECAUSE OF NON-CONFORMITY TO ZONING ORDINANCE LIVONIA VISION 21

Applicant (SAME AS OWNER) Address (SAME AS OWNER)
Owner TIMOTHY J. BELANGER Address 31805 EIGHT MILE, LIVONIA, MI 48152
Lessee NICHOLAS CARIGNAN Address 31745 EIGHT MILE, LIVONIA, MI 48152
Location SOUTH Side of 31815 EIGHT MILE Street
Between PARKER And OSMUS
Lot No./Parcel No. 009 99 0047 001 Subdivision 2000 COMMERCIAL NORTH TIER PLUS
Zoning District M-L Map No. NE 03 Lot Size 165 FT. X 270 FT. (1.02 ACRES) Alley NO
Present Use BUSINESS / STORAGE Proposed Use INDOOR RECREATION
Present Building Size N/C Proposed Building Size N/C
Present Height of Building N/C Proposed Height N/C
Allowable Lot Coverage N/A Proposed Lot Coverage N/A
Proposal SEEKING TO OCCUPY A PROPERTY WITHIN THE M-L, LIGHT INDUSTRIAL ZONING DISTRICT TO ESTABLISH AN INDOOR RECREATIONAL FACILITY, WHICH IS NOT ALLOWED.

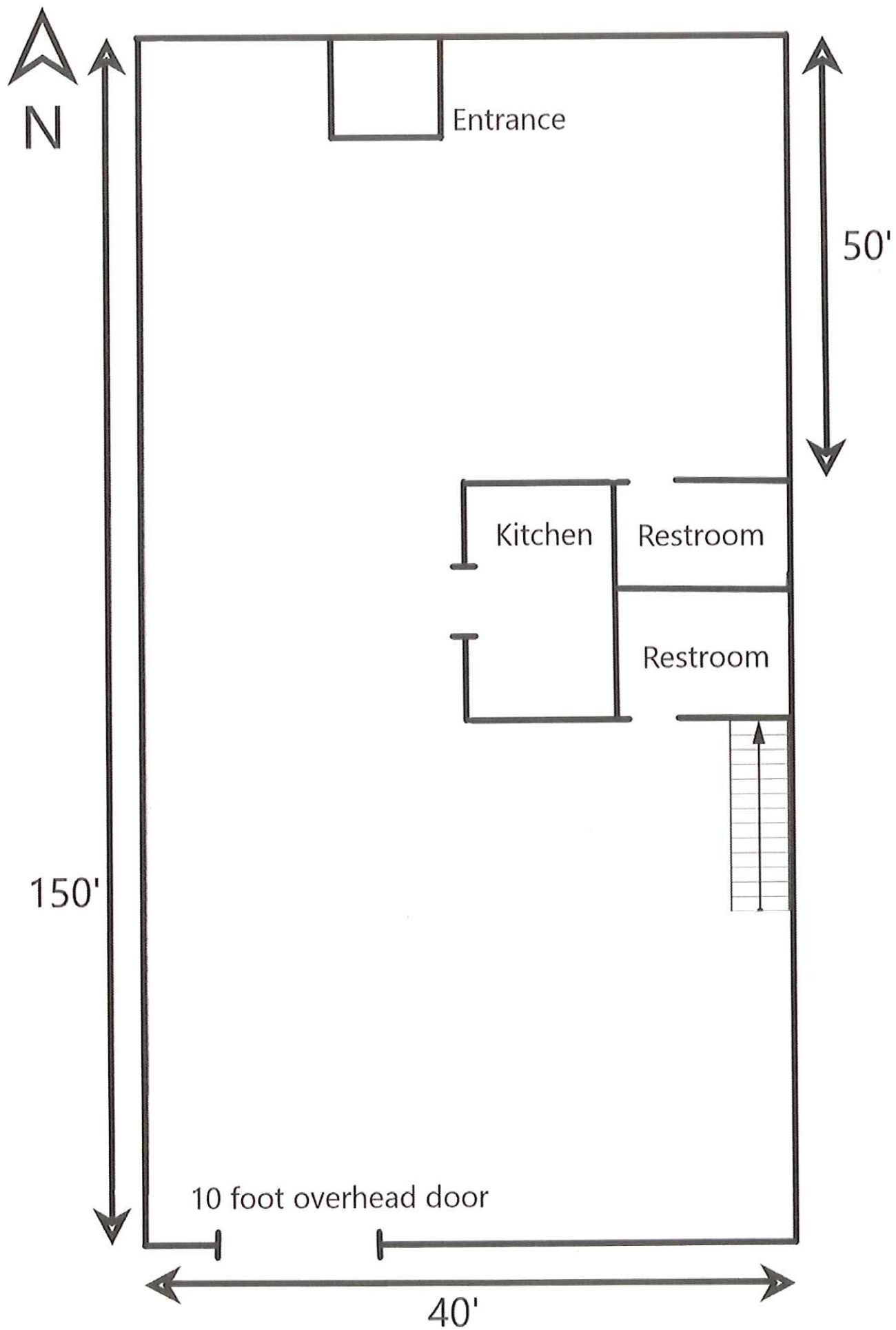
Reason for Rejection, LIVONIA ZONING ORDINANCE; SECTION 3.15 (DISTRICT REGULATIONS)

Deficient Side Yard _____ Deficient Front Yard _____ Deficient Rear Yard _____
Deficient Lot Area _____ Deficient Lot Area per Room _____ Encroachment _____
Excessive Lot Coverage _____ Excessive Height _____ Increasing No. Units _____
Use Prohibited INDOOR RECREATION Deficient Parking Spaces _____ Increasing Area and Bulk _____

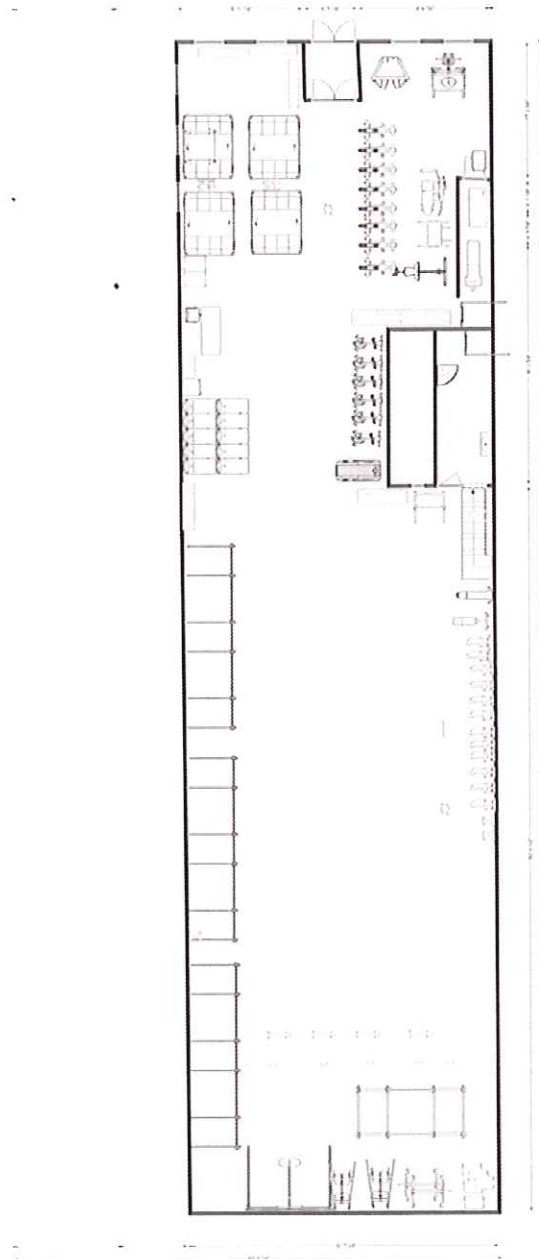
Remarks _____

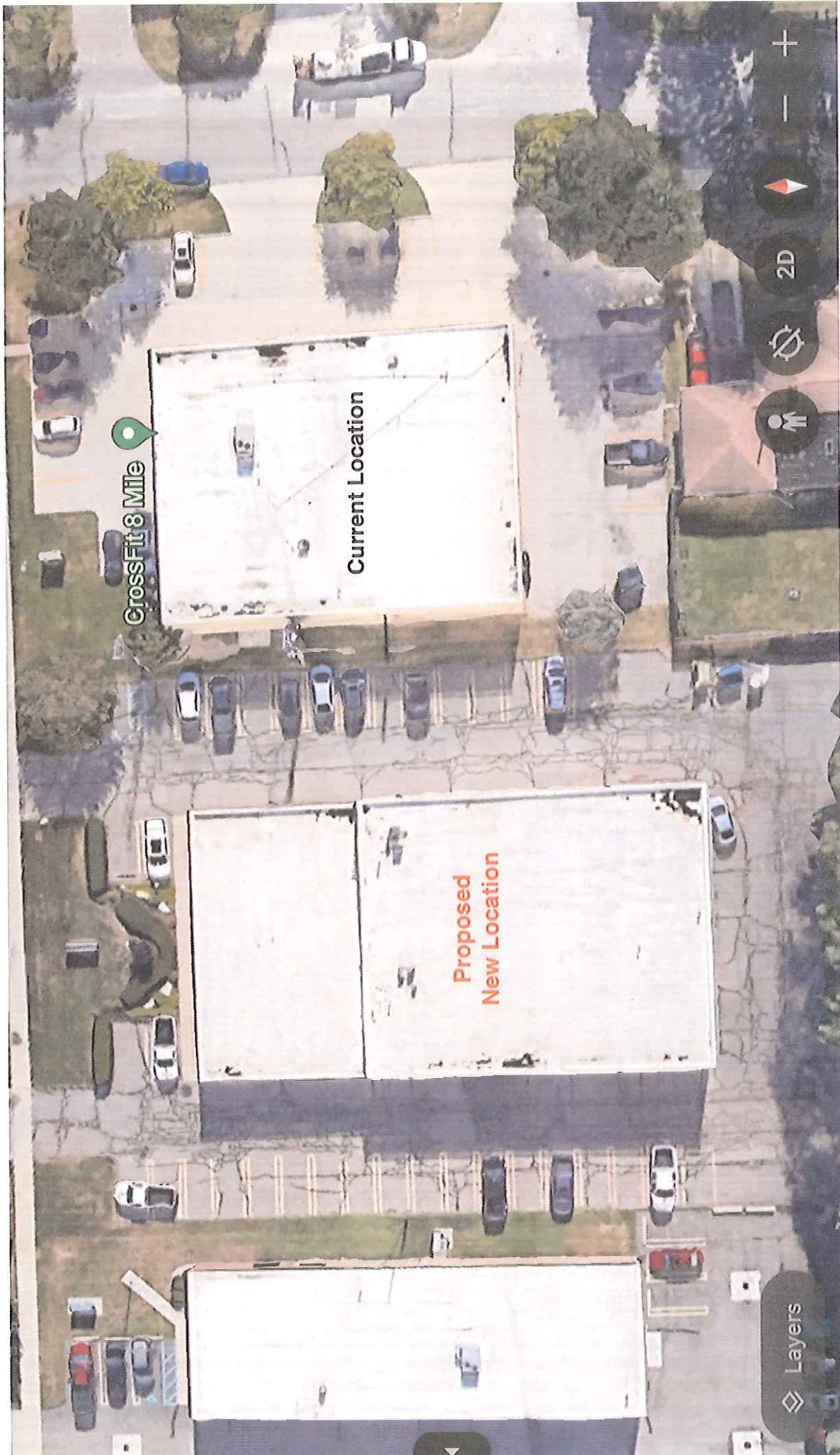
Plans and Application examined by [Signature] Date 3/12/2024

ZONING EXAMINER



Dimensions Not to Scale









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

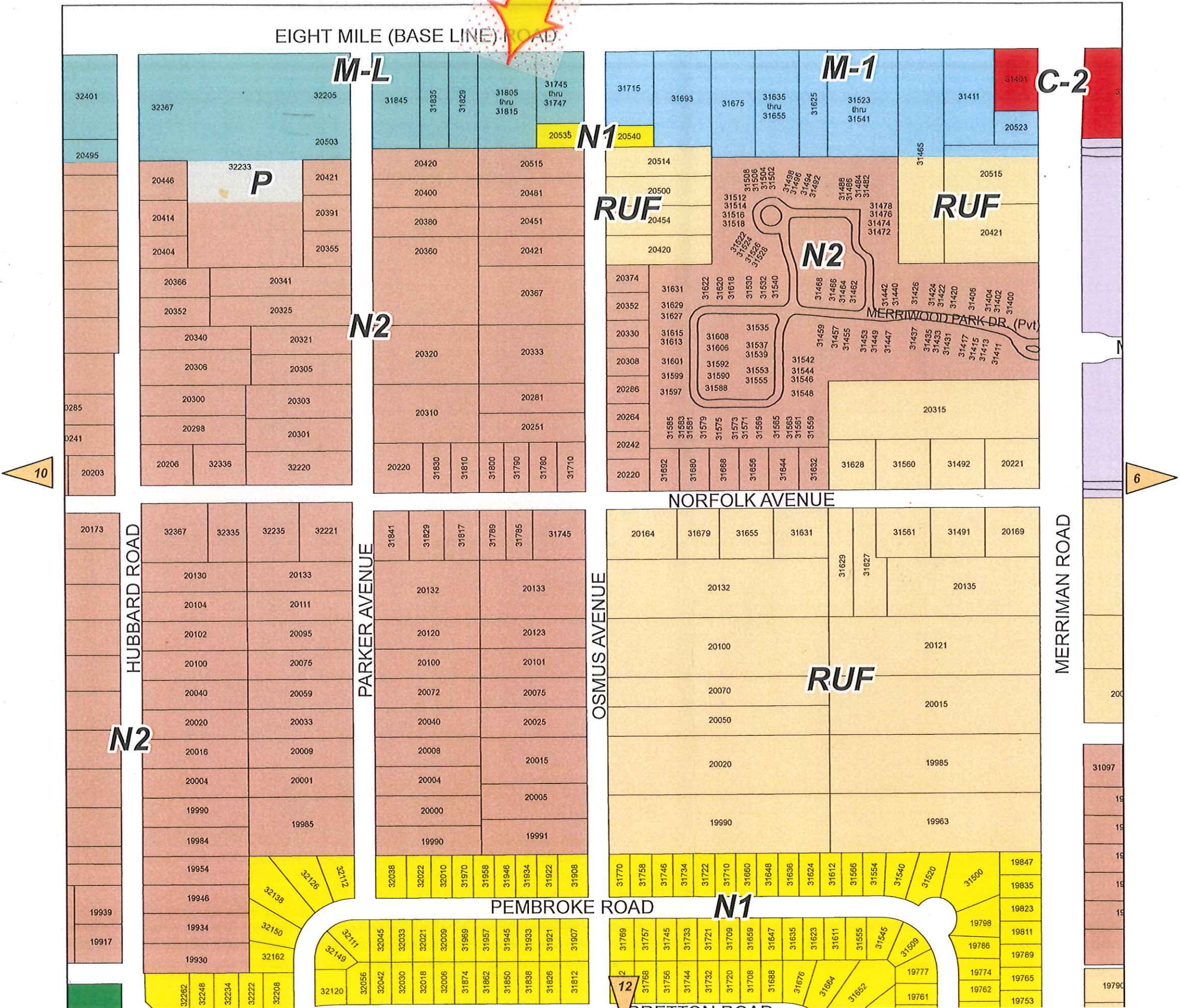
M-1 Light Manufacturing

M-2 General Manufacturing

P-L Public Lands

NP Nature Preserves

N.E. 1/4 Section 3
City of Livonia
T. 1 south, R. 9 east
Wayne County, Michigan
Copyright 2001, City of Livonia



APPLICATION FOR VARIANCE

RECEIVED

MAR 08 2024

Inspection Department
City of Livonia

Tim Belanger 31805 8 Mile Livonia 48152 (586) 246-2240
(Owner of Premises) (Street Address) (City) (Zip Code) (Telephone) (Fax)

Nick Carignan 31745 8 Mile Livonia 48152 (734) 776-1717
(Lessee) (Street Address) (City) (Zip Code) (Telephone) (Fax)

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

The property address is 31815 8 Mile Livonia MI 48152

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:
W 1/2 of the NE 1/4 of the NE 1/4 of NW 1/4 of the NE 1/4 of SEC 3 EXC The N 60 ft there of 1.02 AC

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:
Limited Manufacturing space w/ high ceilings, open floor space is needed. As well as adequate parking which the property has

4. Please describe what the difficulty involves beyond mere inconvenience or inability to earn a higher financial return:
Spaces w/ high ceilings and open space typically have limited parking. We'd be upgrading from 20 spaces to 35

5. Explain why you think this variance would be fair to the neighbors and others who might be affected. we are moving one property lot over from our current location. Moving further away from a residential street and next to another vacant building

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? As a tenant we have gone through the process successfully back in 2013 for similar scenario

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? As a tenant this may not be a proper location.

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: Timothy J. Belanger

Please print name of property owner: TIMOTHY J. BELANGER

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 12th day of March, 2024

[Signature]
JOYCE A. STEIFER
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
My Commission expires Feb 13, 2025
ACTING IN COUNTY OF Wayne

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 N/A, which reads as follows:

PROHIBITED USE

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.

[Signature]
(Supervisor)

Application for permit filed No

Violation Issued No

3/3/24

To Whom It May Concern:

Please accept this letter as authorization for Nick Carignan with Eight Mile Crossfit to act on behalf of the 31805/31815 W. Eight Mile address for a variance on that property. Currently Mr. Carignan's company is next door to our property on Eight Mile Rd. He would be moving his business into the 31815 suite of our property. Mr. Carignan has my permission to act on behalf of the property for this variance. If you have any questions, you can reach me at 586-246-2240.

Thank you,

A handwritten signature in blue ink, appearing to read 'T. Belanger', with a long horizontal flourish extending to the right.

Tim Belanger

President Gladiator Holdings



CrossFit 8 Mile
31745 8 Mile Rd
Livonia, MI 48152



Dear Zoning Board of Appeals,

I am writing to request a variance on behalf of CrossFit 8 Mile, a reputable fitness facility that has been an integral part of the Livonia community for the past ten years. Our gym has served as a hub for health and wellness, fostering a supportive environment for individuals of all fitness levels to achieve their goals and improve their overall well-being.

As we aim to continue our mission of promoting fitness and community engagement, we are seeking approval to relocate our facility to a light manufacturing space within the Livonia area. This move is essential for the sustainability and growth of our business, as it will allow us to accommodate our expanding membership base and offer enhanced services to our community. We are committed to staying in Livonia and continuing to grow our business here.

Light manufacturing spaces are ideal for gyms like ours due to their open layout and versatile design, providing ample space for functional fitness activities and group training sessions. Additionally, this type of space offers the opportunity for us to create a dynamic and engaging environment that aligns with the values and ethos of CrossFit.

Our decision to remain in Livonia underscores our commitment to the local community and our desire to continue serving as a positive force for change and improvement. We have cultivated strong relationships with our members and have become an integral part of their fitness journeys, and we are dedicated to maintaining this connection in our new location.

We understand the importance of adhering to zoning regulations and respect the process involved in seeking a variance. We assure you that our proposed relocation will adhere to all applicable guidelines and regulations, and we are committed to working collaboratively with the zoning board to address any concerns or questions that may arise.

I have been a lifelong Livonia resident. Growing up in Livonia, I proudly am raising my family in Livonia. I would like to keep my business in Livonia as well. By you granting us this variance ensures that we will be until at least 2029

In conclusion, we believe that granting our request for a variance to operate a CrossFit gym in a light manufacturing space will not only benefit our business but also contribute to the vibrancy and vitality of the Livonia community. We appreciate your time and consideration of our proposal and look forward to the opportunity to continue serving Livonia residents for many years to come.

Nick Carignan

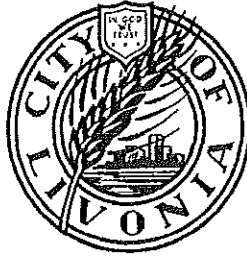
Owner of CrossFit 8 Mile

Baseline Fitness LLC

ZONING BOARD OF APPEALS

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December 2, 2013

Nicholas Carignan
9979 Cavell
Livonia, MI 48150

Dear Mr. Carignan:

The Zoning Board of Appeals of the City of Livonia, at a Regular meeting held November 26, 2013, adopted the following Resolution:

RESOLVED, APPEAL CASE NO. 2013-11-61: Nicholas Carignan, 9979 Cavell, Livonia, MI 48150, seeking to conduct fitness training classes within an M-L (Manufacturing Limited) Zoning District which is not allowed.

The property is located on the south side of Eight Mile (31745), between Osmus and Parker, be granted for the following reasons and findings of fact:

1. The uniqueness requirement is met because the Petitioner needs a building with a certain height need..
2. Denial of the variance would have severe consequences for the Petitioner because the building is ideal for the needs of the Petitioner's business.
3. The variance is fair in light of its effect on neighboring properties and in the spirit of the Zoning Ordinance because there is no detriment to the neighboring businesses and it fits with the aesthetics of the manufacturing corridor.
4. The Board received two (2) letters of approval and no letters of objection from neighboring property owners.
5. The granting of this variance will not adversely affect the purpose or objective of the Master Plan because this property is classified "Industrial"

Nicholas Carignan
Appeal Case No: 2013-11-61
December 2, 2013
Page two

under the Master Plan, and the proposed variance is not inconsistent with that classification.

FURTHER, This variance is granted with the following conditions:

1. That the classes be staggered at least twenty minutes apart to allow for sufficient parking.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sam Caramagno".

Sam Caramagno
Secretary

/bjm

APPEAL CASE NO. 2013-11-61:, Nicholas Carignan, 9979 Cavel, Livonia, MI 48150, seeking to conduct fitness training classes within an M-L (Manufacturing Limited) Zoning District which is not allowed.

The property is located on the south side of Eight Mile (31745), between Osmus and Parker.

Henzi: Before we begin, Mr. Fisher, is this a use variance?

Fisher: This is a use variance, Mr. Chair.

Henzi: So, we need five votes?

Fisher: Yes, it will require a unanimous board this evening.

Henzi: Okay. Mr. Banko, anything to add to this case?

Banko: At looking at other variances along 8 Mile Road, the Board did issue a variance, a use variance, for a karate training facility at 31839 8 Mile Road back in 2005.

Henzi: Thank you. That business is still open; isn't it?

Banko: Yes, it is.

Henzi: Any questions for Mr. Banko? Hearing none, will the Petitioner please come forward?

Petitioner: My name is Nick Carignan. The business address is 31745 8 Mile Road. Home address is 9979 Cavel, Livonia. I have been a Livonia resident my whole life. I went to Livonia Public Schools, bought a house in Livonia, and I am raising a family in Livonia. I am a full-time fireman in another community, but I started this venture on another business that I am real passionate about which is fitness and cross fit. We, of course, want to open it in the community in which we live in. When we started this venture, we found a building that we really liked and we needed the building because of height use because we use gymnastic screens, rope climbs and we have a 10 ft. pull-up break. Now when we initially signed the lease, it was represented as an M-1 zoned building. Come to find out now that it's a Manufacturing Limited. If it was M-1 this would be an acceptable waiver use through the Planning Committee, which hasn't been denied before. Clearly, if we cross Osmus across the street, it is an M-1 district, which this would be allowed. So, I am seeking this variance for an M-1 to use for training fitness classes.

Henzi: Okay. Mr. Carignan, I have a couple questions for you.

Petitioner: Sure.

Henzi: Will you be a franchisee?

Petitioner: We're not a franchise. We are an affiliate of Cross-Fit, which really you're using the name of Cross Fit, but we are independently owned and how we operate is completely on us. We use the methodology and the name of Cross Fit, which is a company that was started about 17 years ago and there's about 7,000 affiliates worldwide.

Henzi: Okay. Cross Fit is not just a description of the type of training it's also the name of a company?

Petitioner: Correct. It's not like a franchise like a Jimmy Johns or Subway where you have to follow exactly how they run things and how they do it. The training modality more so the methodology that Craig Glassman created is what we are following. He has trademarked his methodology and that's the route that we're going.

Henzi: And then I think you touched on it in your packet, but could you explain a little bit what you're talking about. You're suggesting this is a good fit for your business because it is on 8 Mile because you don't need a lot of parking because you're not competing with big gyms like Life Time; right?

Petitioner: Correct. We're not a 24-hour facility. It's strictly based on classes. People come to a class that's ran by a coach so, it's not a come as-you-go or not like Planet Fitness or Lifetime where we need a lot of spaces. Also because of limited space and which we already want to anyway is cap the amount of people that can come to a class. So, that will help regulate the amount of parking spaces we need, but also help us in staying in that small intimate class that we want so you can get that one-on-one feel with a coach. Also, we plan on staggering class times with a half hour in between so there is no backs up between classes in the parking lot.

Henzi: Okay. Any questions?

McIntyre: Mr. Chair.

Henzi: Mrs. McIntyre.

McIntyre: This might be for Mr. Banko. I couldn't tell and I didn't count the parking spaces, which I should have done. How many parking spaces are there?

Petitioner: There are 25.

McIntyre: Okay. And how many employees do you have?

Petitioner: Three including myself.

McIntyre: And those 25 are dedicated. Those are all for your --

Petitioner: It is for me and the other tenant next to me. We have a great business relationship and he assures me that he only uses two to three spots,

McIntyre: He's in insurance; right?

Petitioner: No, he manufactures cabinetry.

McIntyre: Oh, cabinetry.

Petitioner: Yeah, he says he only uses one or two spots.

McIntyre: Okay.

Petitioner: And his business is actually closed during our busy times.

McIntyre: Okay. Thank you.

Henzi: Any other questions?

Duggan: Mr. Chair.

Henzi: Mr. Duggan.

Duggan: Who was the one that told you it was an M-1 zoning? I know you said it was advertised. Was it on like a flyer or were you told or what was it?

Petitioner: Yeah, it was given to me by the landlord.

Duggan: Okay. And you still – gave it to your landlord I assume?

Petitioner: Yeah. He doesn't know the specifics, but he knows we are going through this with you guys.

Duggan: Did you ever ask him why he wasn't aware what his property was zoned in?

Petitioner: I have not. If things don't go in my favor tonight, that is the next step.

Duggan: All right. Thank you.

Petitioner: Yes.

Henzi: To that point, did you both execute the least already?

Petitioner: Yes.

Henzi: And it wasn't contingent on getting approval; right?

Petitioner: No, it's not.

Henzi: So, you're on the hook?

Petitioner: Right.

Henzi: Did you tell him that?

Petitioner: No.

Henzi: There's a lot of letters in our packet from folks who are very supportive of you and they're all Livonia residents. Are these folks that have been to your classes at another facility?

Petitioner: Correct. I've been a cross-fit coach for over two years now and I was a head coach at a local affiliate for the last year and these are members that are leaving that facility to follow me in this venture. She's in another city so they're leaving an established gym to follow me and my staff to our place.

Henzi: What was the building used for before?

Petitioner: It was a showroom and window replacement.

Henzi: And how long has it been vacant?

Petitioner: At this point, I believe about five months, but I don't know for sure.

Henzi: Okay. Any other questions? I see none. Is there anyone in the audience who wants to speak for or against this project? If so, come on up.

Carignan: My name is Larry Carignan. I live at 14448 Auburndale Court. I have been a resident of Livonia for going on about 15 years and I am Nick Carignan's uncle. As far as his experience with regards to cross fit my wife, Carol, and I have participated in cross fit over two years now and all due to Nick. He's the one who talked to us about the activity and I can assure you that if it wasn't a good thing, a positive thing, I wouldn't continue participating in it. I've never been one to work out unfortunately, but Nick was the one who brought Carol and I into this activity over two years ago and I can attest to Nick's professionalism and determination to run a good company outfit. I can assure you that his company Lower Town Cross Fit – Eight Mile Cross Fit will be a positive addition to Livonia, to the area and I have every reason to expect that it will be credit not only to himself and his members, but to the city. It is a very positive activity. I don't know if any of you are aware of cross fit as an activity. It is relatively new and the members that come to a cross fit place are very positive. They do good things. In fact, the place that I started out at does a lot of charity activities and I'm sure they will probably continue the same thing. So, I just want to speak in favor of it.

Henzi: Anybody else? Good evening.

Carignan: My name Dave Carignan. I'm Nick's dad. I don't go to cross fit as you can tell. I probably should though. I just want to say that Nick is the kind of man that you want to have to have a business in Livonia. We've lived in Livonia for 28 years. Nick grew up in Livonia, went through all the schools in Livonia, what's to have his business in Livonia and I know he is the type of person that has the integrity that really is the kind of thing that Livonia wants in a person to be a model to other young people, young families in the city. He will bring in those type of people into his business and I think it would be a great benefit to the city to have Nick and his family as business owners here in Livonia. Thank you.

Henzi: Anybody else?

Carignan: I'm Carol Carignan. I'm Nick's aunt and we live at 14448 Auburndale Court and I have to correct my husband. We have lived there 17 years not 15 years. One of the things that I just want to point about this business is that I have corresponded a little bit unusual when we first joined a few years ago at the other facility that Nick was at that it was kind of in an industrial facility. And we realized shortly that the thing that draws you to cross fit and to the folks that participate in this type of activity is not the facility itself but as my husband stated, the community and the individualized attention that everybody gets. And I realize I'm not here to sell you on cross fit, I'm here to sell you on Nick and his company getting a variance at this facility. So, I wanted to also point out to you that at our other gyms that we've been at that were both housed in Plymouth where Nick was one of the coaches there, one of the leading trainers, the outreach that these young men and women provide to the community is quite extensive. When Officer Nehasil was killed here in the city, it struck and resonated very intimately with all of these young folks at the cross fit facility that we were at. Several of them are civic employees. Nick, as he stated, is a firefighter. Several of the other folks that attend the facility are police officers and firefighters. Can I have a show of hands who is here from cross fit? We have teachers, firefighters, wait staff, deacons in the church. Quite a cross section of folks who reach out into the community and really try to give back in the cross fit family. So, I wanted to reassure you that the variance you're asking for here is not something that is going to negatively impact the community or the neighborhood, but it's truly something that is going to enhance the community and neighborhood. Nick is very committed to the aspect of cross fit that is individualized and I think that that will help us to address the parking concerns that might have been raised at any point in the conversation. And I also wanted you to know that at any point in this conversation when Nick found out weeks ago that the zoning was inaccurate for the type of facility at this time, Nick could have thrown down the towel and just given up or asked and gone to bat with the landlord and try to give up. But he really feels that this facility, this place that he's at is the optimal place for his facility and I'd really like to throw our support behind this for him. Thank you.

Henzi: Thank you. Carol, before you go away I've got a question or two. What was the type of building at the other facilities that you went to in Plymouth?

Carignan: They are all in industrial. The facility was a gym that moved from – I don't even know what it was prior to that.

Petitioner: It was an auto shop.

Carignan: Auto repair company that they put the gym in and then when they out grew that, they then moved into an old lawn mower, commercial lawn mower and service agency. So, I think that's one of the reasons, too, why Nick felt that when he landed in the window company facility that he is in now, it was similar to the facility that we just left.

Henzi: It's pretty common; isn't it for cross fit gyms to be in a warehouse.

Carignan: Yes, they almost all are because the ceiling variance is a huge issue for us.

Henzi: Okay, got it. Thank you.

Carignan: Thank you.

Henzi: Come on up.

Lynch: My name is James Lynch. I live at 14212 Garden Street. I've been there for 35 years. What I've heard here I'm all in favor of it. These sound like good people. That's all I got.

Henzi: Thank you. Anybody else. Are there any letters?

Caramagno: We have an approval from Joanne Eberhardt [20515 Osmus St.] (letter was read). Michael Struble [1550 Rustic Lane, Walled Lake] approval (letter was read).

Henzi: Mr. Carignan, is there anything you would like to say in closing?

Petitioner: No, just that as you heard it's more than just fitness facility. It's really about community and a lot of my best friends are because of cross fit and I want that community in the community that I live in. That's it.

Henzi: Thank you very much.

McIntyre: Mr. Chair.

Henzi: Mrs. McIntyre.

McIntyre: May I ask the Petitioner a question? Do you have a business plan, Nick?

Petitioner: Yes.

McIntyre: Okay. And how far out in the future does your business plan go?

Petitioner: About three to five years as long as we continue to grow and if we outgrow our facility, we actually want to have another location on the south end of Livonia.

McIntyre: And how long will it take according to your business plan for your business to become profitable?

Petitioner: With the amount of people that I have waiting right now about six months.

McIntyre: Okay. Great. Thank you.

Henzi: I will close the public portion of the case and begin the Board's comments with Mr. Caramagno.

Caramagno: Well, from what I've heard tonight you've got nice support here. I was on the Board when we approved a similar situation with the karate center just down the road really from here. That was a building that wasn't full and needed a tenant. We looked at that and said yeah, why not? Why not give it a shot? I feel the same way here. Let's fill this building and what really can this hurt? I don't know that it can hurt anything. Give a young man a business opportunity here. Give a property owner an opportunity to fill their building. I'm in support. I like it.

Henzi: Mr. Duggan.

Duggan: I, too, will be in support. I know you need a certain ceiling height for the cross fit exercises. You obviously bought the property on reliance on your landlord telling you what correct zoning, you know, you're in a tough spot there. But I think absolutely there is a hardship. You've got a lot of support. The people that live right behind the building are in support so, I think it's impressive to the people behind you and I will be in support.

Henzi: Mrs. McCue.

McCue: I would agree. You have great support tonight. It makes logical sense the activities that are going to go on in the building require that type of a ceiling. A little bit of misrepresentation going on there with your agent. That didn't help anything. All in all to me, I am a big believer that if somebody is going to bring something to Livonia, bring a company to Livonia, we want to support it as much as possible. So, I will support.

Henzi: Mrs. McIntyre.

McIntyre: No reason not to support. You've got a business plan. That's why I asked you. It's great when people have – when they're good at something like training and they have a vision and clearly you have a lot of support, but they haven't established a business plan. You have a business plan that usually speaks well to the chances of the business going to succeed. I appreciate that you want to put it in Livonia. You've given a lot of good reasons why this is a good space, why this is a uniquely qualified space and the

other thing that I'd like to do is to thank you and everyone who is here tonight in support of you for being well prepared, for keeping remarks very targeted and you made a very, very strong impression all of you here tonight. Your conduct and your comments and the strength of your support so, that's very, very effective and we appreciate that at least I do.

Henzi: I agree. I thought you made a very good presentation both tonight and in your packet. It makes the decision easy for me. I am in full support. I think it's a great idea. I think that this is the perfect building and my general philosophy is that there's a lot of light manufacturing building throughout the city both along 8 Mile and in the industrial corridor south of 96 where 30 years ago they were full with tool and dye shops and the like. Those jobs aren't coming back. Tool and dye shops are rushing to refill those, but businesses like yours seem to be hopefully. So, I am in full support and I can't wait until you grab another building on the south end and do this all over again. So, the floor is open for a motion.

Upon Motion by McIntyre, supported by Caramagno, it was:

RESOLVED APPEAL CASE NO. 2013-11-61; Nicholas Carignan, 9979 Cavel, Livonia, MI 48150, seeking to conduct fitness training classes within an M-L (Manufacturing Limited) Zoning District which is not allowed.

The property is located on the south side of Eight Mile (31745), between Osmus and Parker, be granted for the following reasons and findings of fact:

1. The uniqueness requirement is met because the Petitioner needs a building with a certain height need..
2. Denial of the variance would have severe consequences for the Petitioner because the building is ideal for the needs of the Petitioner's business.
3. The variance is fair in light of its effect on neighboring properties and in the spirit of the Zoning Ordinance because there is no detriment to the neighboring businesses and fits with the aesthetics of the manufacturing corridor.
4. The Board received two (2) letters of approval and no letters of objection from neighboring property owners.
5. The granting of this variance will not adversely affect the purpose or objective of the Master Plan because this property is classified "Industrial" under the Master Plan, and the proposed variance is not inconsistent with that classification.

FURTHER, This variance is granted with the following conditions:

1. That the classes be staggered at least twenty minutes to allow for sufficient parking.

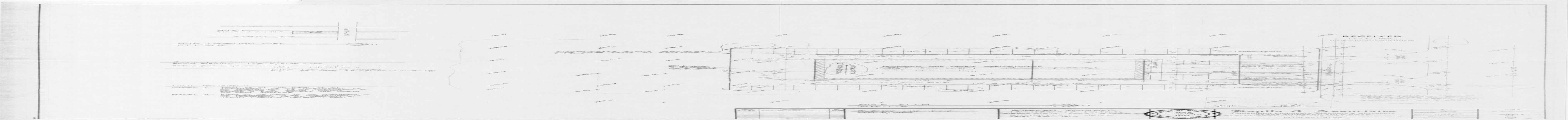
ROLL CALL VOTE:

AYES: McIntyre, Caramagno, McCue, Duggan, Henzi

NAYS: None

ABSENT: Pastor, Sills

Henzi: The variance is granted. You just have that one condition which essentially is to use your best efforts to stagger classes to avoid parking congestion. Good luck to you.



APPEAL CASE NO. 2005-06-76: Tim Nikou, 31843 Eight Mile, Livonia, MI 48152, on behalf of Lessee Livonia Karate, LLC, 33466 Seven Mile Road, Livonia, MI 48152, seeking to operate a karate school within a building upon property that is zoned Industrial (M-L), which is not allowed.

The property is located on the south side of Eight Mile Road (31843) between Parker and Osmus,

Henzi: Mr. Abrahamson, anything to add?

Abrahamson: That this will require a total of five votes for approval because it is a use variance.

Henzi: Thank you. Any questions for the Inspection Department? Hearing none, will the Petitioners come forward? Why don't you give us your names and addresses, please?

Watson: Valerie Watson. Our school is currently located at 33466 Seven Mile.

Pitcher: Duane Pitcher, same location.

Petitioner: Tim Nikou, 31843 West Eight Mile, Livonia. I own the building right now.

Henzi: Okay. Why don't you go ahead and tell us what it is that you'd like to do.

Watson: Well, we'd like to purchase the building and move our karate school into it, all of our current students. I think we addressed everything we could think of that was applicable in our application, and we did get one additional letter from a Jeff Bryant, the Economic Development Director, but maybe you already have that, supporting our moving there, especially – and this is actually an idea we had not thought of was that M-L districts are becoming kind of obsolete anyway in today's world, and this was one more position in support, I guess, in addition to our own needs to move to a location that has no – you know, the higher ceilings and no poles. Other than that, we'll be happy to answer any questions.

Henzi: Thank you. Any questions for the Petitioner? Mr. Pastor.

Pastor: How do you plan on addressing the parking? It has a very limited parking lot at this particular moment.

Watson: We did, and there is an attachment to that with drawings of what's currently there and what we would move it to. The primary answer is parking is probably more of our concern than anybody's because we don't have kids, you know, having to cross streets or anything like that. But most of our kids are drop-offs; parents drop them off, come back and pick them up. And then while they're here doing karate, they have a sister going to ballet and a brother going to soccer, or whatever. The parents that train with their children, obviously, drive and stay. And so, for every 3 to 4 kids in the class where the families train together, there is one car for that family. But because it is a bigger concern of ours on – you know, especially special occasions, my husband drew out how he thought we could redistribute the parking that's already there to make it more than

sufficient for what we have. And I think you probably have copies of that.

Pitcher: Yes, Randy has copies of those drawings as well.

Pastor: Mr. Abraham – or, Randy –

Abrahamson: Hmm-hmm.

Pastor: – would they need an additional approval by any other committees for this additional parking, since it's a landscaped area right now? They'd be destroying landscaping.

Abrahamson: Actually, within an M-L zone, they're only required to have 1/10th of the front yard landscaped, and they're not going to touch that area.

Pastor: And what about the abutting neighbors? They'll be destroying the landscaping that's existing.

Abrahamson: Typically, in the past, Planning has not required to have this go through them only because it's just – it's only parking.

Pastor: Wouldn't there have to be –

Abrahamson: So, usually, they don't require an approval.

Pastor: – a fence or a wall put up there?

Abrahamson: It is where they would need an agreement signed by that neighbor stating that they're happy with the existing greenbelt or –

Pastor: Though, they're taking it and making it landscaping, then there won't be any greenbelt (sic).

Watson: Well, if you look at –

Pastor: Or making it parking.

Watson: If you look at the picture, it shoots from the back of the building out to the neighborhood. There's already – I don't know how tall, but –

Pitcher: There's a greenbelt.

Watson: – a huge hedge –

Pitcher: There's a line of bushes there that are –

Watson: – there that already separates it.

Pitcher: – 10 or more feet tall.

Watson: And actually, what we would –

Pastor: Well, your new plan shows no landscaping.

Pitcher: They didn't ask for me to include any landscaping –

Watson: We're just kind of –

Pitcher: – just the parking plots.

Watson: – new – we're new at this.

Pitcher: So, I just wrote down the parking plots. There's landscaping that will stay.

Pastor: My concern is with the existing neighbor next door, that if you put a parking lot there and your – I happen to live on that street –

Pitcher: Okay.

Watson: Oh, okay.

Pastor: – just so you understand that.

Pitcher: All right.

Watson: We seem to have –

Pastor: And I'm not the neighbor, though. I'm concerned that they may be a little upset with all the parking all of a sudden and no landscaping.

Pitcher: Well, the area we would like to, actually, add to the landscaping that's existing there. Right now, it's just gravel on the building end of the lot, and then a small piece of grass. And the landscaping that we can to add to that would improve bushes and shrubs around that whole perimeter of where we'd use parking area, so it actually would make it look nicer.

Watson: One thing I know I can say about our school, we've had whatever landlords we've had have come in and done like a "secret shopper" things on us, and we have always had the absolute highest rating no matter where we've been because we take a lot of personal pride in being professional –

Pitcher: True.

Watson: – in presenting ourselves. And so, we would probably go way above and beyond to make sure it looks nice, because that's what's going to draw people in as well. So, it's good for business, too. But, we've always gotten like a 5, which is the highest rating, whenever they'd come out and checked us both inside and out, wherever we've been.

Pastor: Thank you.

Henzi: Any other questions for the Petitioners?

Harb: I have a question for Randy.

Henzi: Mr. Harb.

Harb: Or legal. Randy, if we approve this, do we need to approve it based upon additional parking, or is that something we don't have to deal with?

Abrahamson: If you do make an approval, I would suggest you approve it with the increased parking spaces. He actually, if he was to reconfigure – to see his original plan in here where he drew them up against the building, I don't know if he has quite got that room to do that, plus you have some entry doors in there. But, he's looking – if he gets, probably, anywhere from 35 to 40 parking spaces, he may not have to go as deep to the south as he has shown here. But, if he can get anywhere, say, from 35 to 40 parking spaces, that should be adequate for his use.

Harb: Thank you.

Henzi: Randy, to follow up on that: What would he need to comply if this was zoned "commercial?"

Abrahamson: He would need one parking space for every 200 sq. ft. of floor area. He's looking at about 12,000 sq. ft.; isn't it roughly?

Pitcher: I think it was –

Watson: Eleven –

Pitcher: – ten-five is –

Watson: Well, eleven includes the upstairs, so it's like eight or nine somewhere, ten.

Abrahamson: So, he'd be looking at a total of 48 parking spaces.

Petitioner: It's eighty-two hundred downstairs.

Watson: It is eighty-two hundred square feet is the main floor downstairs, and then there's a second level that has some office space, too.

Henzi: Okay. My next questions are for Mr. Nikou. Is this entire building vacant right now?

Petitioner: No, there's a tenant in the back who sells tools and he'll probably be there another 2 to 3 years, and he uses two parking spaces. And he usually sends everything – it's a drop-off. He usually sends stuff out. There are two tenants in the front and they're leaving. So, they'll be leaving, as well as I will be. We've outgrown the building and we have no place to put our equipment anymore. We can't keep storing things inside. It's just too much. We don't have the space, otherwise I wouldn't be moving. But, that's not

what we're here for. But, no, there is one tenant back there who will be staying. When his lease runs out, he's going to be moving out, which will be in 2 or 3 years, I believe.

Henzi: Then are the Petitioners going to assume space that you and two other tenants vacate?

Petitioner: Yes. Yeah, they're going to assume my space and the two other tenants in the front.

Henzi: Okay, thank you.

Petitioner: You're welcome.

Henzi: Any other questions for the Petitioners? Hearing none, is there anyone in the audience that wishes to speak for or against this petition? Seeing no one – I'm sorry. Mr. Harb.

Harb: One is to legal. Did Council approve waiver uses of sporting and recreational facilities in industrial –

Abrahamson: Yes, they've incorporated that within the M -1 zoning districts now. That is a waiver use.

Harb: Conditioned upon Zoning Board approval?

Abrahamson: No, no, that would have to go through Planning and through Council. It would not affect the Zoning Board. The only reason they're here is because of the zoning, which is light – I'm sorry –

Watson: M-L.

Abrahamson: Yeah.

Pitcher: Yes.

Abrahamson: So, if this was zoned M -1, they would not even be here before you.

Watson: And there actually has been an approval in the M -2 District, also, for Dragon Academy, which we included in our application.

Harb: Thank you.

Henzi: Is there any correspondence to read?

Aloe: No.

Watson: Did you want me to read the correspondence from the Economic Development Director, or –

Henzi: We've –

Watson: – did you receive that?

Henzi: – we all have that in our packet.

Watson: Okay.

Henzi: Are you looking at a June 1, 2005 letter from Jeff Bryant?

Watson: Yes, sir.

Henzi: Yeah, we have all been provided that.

Watson: Okay.

Henzi: Is there anything that you'd like to say in closing?

Pitcher: No.

Watson: No, sir.

Henzi: Close the public portion of the case and begin the Board's comments with Mrs. Aloe.

Aloe: I'll be in support, especially after reading the letter from Jeff Bryant pointing out the vacancies and the trends of business that we are going to have to use these buildings for other businesses, otherwise they're going to be functionally obsolete. So, I'll be in support.

Henzi: Mr. Harb.

Harb: Yeah, I could also be in support of this. I think that, again, if this was an M -1 district, they would not have to come before us. But, I would like to have a conditional waiver use. As long as this karate school is using the building, I'd like to have it, you know, basically a commercial. But, if they leave, I'd like to have it revert back to an M -L.
Pitcher: Yes, sir.

Henzi: Mr. Moran.

Moran: I would agree with Mr. Harb's comments and Mrs. Aloe. I think the karate school is rather unique. I think it fits in nicely. I like the fact that it's on Eight Mile. It's close to – it's on the fringe of the – at the district, even though this district is only – not very deep to the south. But, again, I think it's the uniqueness of the karate school that allows this and I think it makes good sense; so I'll be in support.

Henzi: Mr. Pastor.

Pastor: I can be in support of this, but I am concerned about the additional parking and the lack of landscaping towards the back. So, I'd like to at least condition this on us

seeing some type of parking and landscaping plan in the future before they actually pave all this, because there is a neighborhood behind it and I'm concerned of the neighbors and the possible noise.

Pitcher: Well, I'll plan to go through the Building/Inspection Department; is that correct, for their approval? So, I really would, certainly, meet all of their requirements –

Pastor: But –

Pitcher: – and suggestions.

Pastor: – I'm concerned about the landscaping and the possibility of not enough landscaping abutting up to a neighborhood, and/or put up a brick fence up like we make other industrial areas do.

Henzi: Mr. Sills.

Sills: I could be in approval. I agree with the comments made by Mr. Harb and also by Mr. Pastor. I think that if we can include in our resolution the terms and conditions that Mr. Pastor has cited, and I think it is important as far as the landscaping is concerned.

Henzi: Mr. Caramagno.

Caramagno: Seems to be an overwhelming approving response for this. When I first went and looked at it, I had a concern about vacancy on Eight Mile Road. And I have seen Jeff Bryant's letter about the vacancy problem we have. Yet, when I drove down Eight Mile Road, I didn't see a lot of vacancy, nor a lot of signs advertising for tenants. I don't necessarily think you have a bad plan here. I agree with Mr. Pastor on the landscaping and the parking, and perhaps the brick wall. And, I agree with Mr. Harb as well, converting this property back. But, I'll be in support.

Henzi: And I, too, will support the petition largely based on the letter from Jeff Bryant. I would like to see conditions as recommended: Number one, that the use variance is granted as long as it's used as a karate school; that there be no less than 40 parking spaces; and that the parking plan and greenbelt come back before the Board as an X-item for its approval. I'll leave to the Board for a motion. Mrs. Aloe.

Upon Motion by Aloe, supported by Pastor, it was:

RESOLVED, APPEAL CASE NO. 2005-06-76: Tim Nikou, 31843 Eight Mile, Livonia, MI 48152, on behalf of Lessee Livonia Karate, LLC, 33466 Seven Mile Road, Livonia, MI 48152, seeking to operate a karate school within a building upon property that is zoned Industrial (M-L), which is not allowed.

The property is located on the south side of Eight Mile Road (31843) between Parker and Osmus, be granted for the following reasons and findings of fact:

1. The uniqueness requirement is met because this is an area that does not have a lot of use due to the change in the environment and how business

is done.

2. Denial of the variance would have severe consequences for the Petitioner because without it, he would have a difficult time finding an appropriate use for the property.
3. The variance is fair in light of its effect on the neighboring properties and in the spirit of the Zoning Ordinance because this is a good use of this property and it will not affect any of the neighboring properties.
4. The Board received a letter in support from Jeffrey Bryant, Economic Director for the City of Livonia, and no letters of objection from neighboring property owners.
5. The granting of this variance will not adversely affect the purpose or objective of the Master Plan because this property is classified "Industrial" under the Master Plan, and the proposed variance is not inconsistent with that classification.

FURTHER, This variance is granted with the following conditions:

1. That the variance is for Livonia Karate, LLC only.
2. That the Petitioner shall submit as an X-Item proposed plans to redo the parking area and greenbelt area at the rear of the property.

ROLL CALL VOTE:

AYES: Aloe, Caramagno, Harb, Moran, Pastor, Sills, Henzi

NAYS: None

Henzi: Your variance is granted as long as it's used as a karate school, and then you can work with the Inspection Department, and once you have your parking plan and your landscaping plan, you'll submit it to them, and then it would come before this Board again, and it could either get approved or denied.

Pitcher: Very good.

Henzi: Okay.

Pitcher: Thank you, ladies and gentlemen.

Watson: Thank you very much.

Henzi: Yeah, good luck.

X-Item:

Appeal Case No. 2005-06-76: Tim Nikou, south side of Eight Mile (31843) between Parker and Osmus, on behalf of Lessee Livonia Karate LLC, 33466 Seven Mile Road, Livonia, MI 48152, seeking to operate a karate school within a building upon property that is zoned Industrial (M - I), which is not allowed.

Motion by Pastor, supported by Sills, to be tabled to have the original packet submitted to the Board for further review with the proposed plan. All were in favor.

X-Item:

Appeal Case No. 2005-06-76: Tim Nikou, south side of Eight Mile (31843) between Parker and Osmus, on behalf of Lessee Livonia Karate LLC, 33466 Seven Mile Road, Livonia, MI 48152, seeking to operate a karate school within a building upon property that is zoned industrial (M - L), which is not allowed.

Motion by Aloe, supported by Sills, to approved the landscape plan as submitted by the Petitioner to the Board, except the dumpster enclosure is to be concrete (i.e., block or poured wall) to match building façade and erected according to City codes. All other conditions of the variance previously granted shall remain in force.

AYES: Aloe, Sills, Pastor, Henzi

NAYS: Caramagno, Harb

**AGENDA DATE: April 2, 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. 2024-02-13, Christopher Muldoon, 28456 Tulipwood:** That the alleged practical difficulty does not entail more than mere inconvenience. FURTHER, the petitioner has not received the required architectural review, apparently because the developer believes decisions relating to sheds in the neighborhood properly belong to the homeowners association.
2. **APPEAL CASE NO. 2024-03-14, Nicholas Carignan on behalf of Timothy J. Belanger, 31815 Eight Mile Road:** Should be denied because the alleged hardship does not entail more than mere inability to earn a higher financial return.

FUTURE LAND USE PLAN

CITY OF LIVONIA ZONING BOARD OF APPEALS

**April 2, 2024 – 7:00 p.m.
Livonia City Hall Auditorium, 1st floor
33000 Civic Center Drive, Livonia, MI**

1. APPEAL CASE NO. 2024-02-13, Christopher Muldoon, 28456 Tulipwood:

Seeking to construct an accessory building, resulting in deficient east side yard setback. Side yard setback cannot be closer to the corner side street than the wall of the principal building, which is parallel with such side street (seven feet).

FUTURE LAND USE PLAN (FLUP): LOW DENSITY RESIDENTIAL

- 2. APPEAL CASE NO 2024-03-14, Nicholas Carignan on behalf of Timothy J. Belanger, 31815 Eight Mile Road:** Seeking to occupy a property within the M-L, Light Industrial Zoning District to establish an indoor recreational facility, which is not allowed.

FUTURE LAND USE PLAN (FLUP): TECH AND MANUFACTURING