

AGENDA OF THE CITY OF LIVONIA ZONING BOARD OF APPEALS
September 3, 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 (Tabled April 2, 2024):** 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. 2024-06-22, Roman Martincic, 17320 Fairfield Street:** Seeking to construct a detached garage while maintaining the existing attached garage, resulting in excessive accessory building area and total area of all accessory buildings.

*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

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PUBLIC NOTICE AUGUST 16, 2024

APPEAL CASE NO. 2024-02-13, Christopher Muldoon, 28456 Tulipwood (Tabled April 2, 2024): 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, September 3, 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: September 3, 2024

[illegible]

Signature: _____

Address:

ZONING BOARD OF APPEALS

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APRIL 10, 2024

Christopher Muldoon
28456 Tulipwood
Livonia, MI 48150

Dear Mr. Muldoon,

The Zoning Board of Appeals of the City of Livonia, at a Regular meeting held April 2, 2024, adopted the following Resolution:

RESOLVED: 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).

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1. To allow the Petitioner to receive Homeowners Association or developer's approval.

ZONING BOARD OF APPEALS,


Timothy Klisz, Secretary

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).

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COPPOLA Okay, thanks very much. Mr. Winkler, anything you'd like to add?

WINKLER Not at this time.

COPPOLA Any questions for the Inspection Department?

BARINGHAUS Mr. Chairman?

COPPOLA Vice Chairman Baringhaus.

BARINGHAUS I have a question for Mr. Winkler. I've noticed that the proposed accessory building was present on the property. Was that building properly permitted?

WINKLER I'm unaware that there is a building existing on that property at this time. If there is then it was put up without a permit.

BARINGHAUS Okay, thank you.

MULDOON I guess I can answer that.

COPPOLA You'll get an opportunity to in a second. Any other questions for the Inspection Department? All right, seeing none, if the Petitioner can step up to the podium.

MULDOON Sure.

COPPOLA Name and address first for the record if you would, please.

MULDOON Christopher Muldoon, 28456 Tulipwood.

COPPOLA Okay. Mr. Muldoon, why don't you tell us a little bit about your application for variance?

MULDOON Sure, yeah. So the hope was to build a shed in the backyard. And after doing some research and coming to the City, and speaking with the Engineering Department, it was brought to my attention, I was unaware that there is a very large public easement in my back property that is 20 feet deep, and spans the width of my property. There's no place to put a shed there. And working with Matt at the Inspection Department, I believe. He kind of helped me to find a place on my piece of property that really there's only one place that a shed could go, really not any of your problem. But, you know, talking with the developer and the real estate people, they're like, "Yeah, sheds are great." Like that was kind of part of the reason I bought the property because I couldn't, there wasn't a big enough piece of property to build that third car garage. So they're like, "Yeah, sheds are absolutely allowed in the neighborhood. And it's part of something we allow, and you'll have all the space in the world you want to build the shed." And so I kind of went with that thinking that was great. And then when I actually went to pull the permit for the shed, talking with Matt, he's like, "Yeah, I know you're kind of stuck," and speaking with the Engineering Department, they're like, "We don't allow for, we don't give up our public easements. So you really are stuck. There's only a certain area that you can put the shed." And so, again, working with Matt, he said, "You know you can ask for them to remove the setback requirements and come to the Zoning Board. We could put the shed on the on the lot, the side lot there because there's just Association property on the road." So there's not, there wasn't really any sort of issue with neighbors or anything like that. And that's, like I said, that's the only real place I can put a shed on the property. And to your question, it's just a temporary plastic resin shed right there right now. It was at my old house. And since we just moved in, it's just temporarily there until I can get this resolved. And till we get some landscaping and grass. And obviously, it's a new construction. So... and we moved, obviously, kind of hastily so that I have lawnmowers and lawn equipment. And we have a classic car that I keep in the main garage. And so, you know, I kind of put that resin shed there. That was at my old house there temporarily until we can get this resolved, I guess. It's not permanent at all. But yeah, that's really what I would like to do is just build a shed. So that's why I'm here, I guess.

COPPOLA So basically, the documentation you provided. The development has an Association, is that correct?

MULDOON Yeah, they do. Yep.

COPPOLA And so the Association has requirements before you can put up an accessory structure.

MULDOON Yep.

COPPOLA And then you need to get their consent. And the documentation, and I appreciate you being completely open and frank.

MULDOON Yeah.

COPPOLA They declined your request.

MULDOON The Association... so, they didn't really decline it. They said.... The Association hasn't been turned over to residents yet. And so the developer said, we're not going to approve this until it gets turned over to the residents. And typically, when it gets turned over to the residents, the Association, it's usually good. It's not a problem. And so my thought, and what they told me is that, and there was really a fight. Like a he said, she said. The developer says, "Well, the Zoning Board should deal with it first. We're second." And then, you know, I talked to Matt, he was like, "Well, no, the Zoning Board says maybe they should do it first." And then I guess the attorney maybe piped in and said, "Well, I guess we'll let you go for the Zoning Board first. And then once that happens, then you would get your approval from the Association and go from there." I don't know, I wasn't really sure. I kind of got caught in the middle of that, because I wasn't really sure what, one way or the other, you know how that was supposed to go? And I was like, "Yeah, it's okay." Like, the City Attorney looked at it and said that, "We'll let it go forward for now. And then obviously, you'll need to get that approval from the Association. When it comes back to us, you get your actual permitting application, through the Inspection Department," is what he kind of told me.

COPPOLA Okay. Questions for the Petitioner?

BARINGHAUS Mr. Chairman?

COPPOLA Mr. Baringhaus.

BARINGHAUS Yeah, can you outline your hardship and why you have a need for the shed on your property?

MULDOON Yeah, well, the hardship is the easement, the public easement, right. So I mean, it's a very large public easement in the back of the property that, like I said, I wasn't made aware of when I bought the property. And when you're building a new construction, I was, you know, I asked for some of the site plans and they're like, "Oh, they're not ready." And you know, you get all the excuses from the real estate developers of why they can't give you site plans and things like that. And it was... you move through the process and building a new home is-- I've never done it, right. So I don't really know, I didn't know really what I was getting into. And then obviously, just taking people's word for it. "Yeah, you can build a shed. It's no problem, there's all sorts of area in your backyard to put one up." And then I go to the Engineering Department, they're like, "Well, actually, your whole backyard is a public easement that we can't give up." And so I guess that's the hardship: is that that's unique. I don't feel like that's normal. Having your entire backyard be a public easement. It was news to me. Because you can't really do anything. You can't do with your property what you want. So that was difficult. And then, obviously, for me, I care a lot for my lawn, and I have a lot of lawn and garden equipment. I have very nice lawnmowers, and dethatching machines and I care a lot about my property and

sprinkler systems. And so I have a lot of stuff. And then I also have a classic car for the garage. So it's hard for me to keep my classic car in the garage with all my lawn and garden equipment, and everything else that I have. So at my old house, I lived in Livonia before, I lived on Lathers Street and I just moved two blocks to this new neighborhood. I had a shed and it was no problem and kept all my lawn and garden equipment in there. And I just wanted to build a nice shed that matched the house so it's not resin and plastic and kind of temporary. I don't think that that's right. It doesn't fit the neighborhood. And I don't know, I just... It doesn't seem like the right thing to do is put a temporary structure up to keep my stuff in when I can build a nice shed that matches the character of the neighborhood. I guess matches my personality, what I want the property to be. You know, I spent a lot of money on this house. So I figure if I spend a few more bucks on a nice shed and make it really nice and dress it up good it would fit the character, but for as far as my hardship is concerned.... Yeah, I mean I don't—I wouldn't really have anywhere else to store a lot of my stuff because I have a lot of things that I use for, you know, weeders and snowblower... all that stuff, right? And it's difficult with a two-car garage and a classic car. So then if you want to park in your own garage, too, like if the wife wants to park her van in the garage, I'm really up the creek without a paddle.

BARINGHAUS How many cars do you have, including the classic vehicle?

MULDOON Three.

BARINGHAUS Three total?

MULDOON Yeah.

BARINGHAUS So your plans for the backyard are to have one accessory building?

MULDOON Correct. Yeah, yeah, I couldn't — with the easement there's no way I could, there's no room to do anything else with it.

BARINGHAUS Presently, you have two gray structures, one on the side of the house and one in the back and it looks like a lot. It looks like there are storage structures as well.

MULDOON That's just to keep my garbage cans in, to make sure that those are out of sight because a part of the association as they say you can't have your garbage cans out in the public area. So when I had the house built I had that nice pad poured behind my, behind the back door there, so that way I could keep my gardens like my trash cans and keep them out of public view, try to keep them out of sight, right? And that's the one. The other one I just have to get rid of. It's just sitting in the backyard. Again, we just moved into the house in the first week of December and with the winter and everything I just, it's something I just have to get rid of at some point. So that's the plan, is that secondary structure just gonna get sold off to a neighbor, you know, taken to the scrapyard or something. So that's the plan with that, and then that obviously the resin shed, that's gonna go. I'm gonna give that to my sister. Depending on what happens here.

BARINGHAUS Question for the Inspection Department. Are those two structures, one to use, one primarily for trash cans, is that considered an accessory structure or just one storage unit?

WINKLER So that falls not under any zoning ordinance under 40 square feet for garbage cans. They're allowed to do that wherever to keep those out of sight. Absolutely.

BARINGHAUS One last question, how many sheds presently exist in the neighborhood today?

MULDOON None, I don't think. I'm the first person that's asked, I believe. I mean, I'm one of the few people that live in there already. So there's quite a few, out of 36 lots maybe half are full right now. So there's a significant amount of people that don't even live there yet. So I'm well first there.

BARINGHAUS And then the development itself, are those condos, are those single family homes? How is it classified?

MULDOON I'm not really... I look at it as it's a single family home, but I guess they call it a condo.

BARINGHAUS I wasn't clear on that.

MULDOON It doesn't make sense to me because I always remember growing up my grandparents had condos and they were attached, like three together. Like it's a single family home.

WINKLER Yeah, they're site condos. They're classified as site condos. Yep.

BARINGHAUS Very good. Okay, thank you very much. I appreciate it.

MULDOON Yeah. Yep. Thank you.

COPPOLA Quick question for Mr. Winkler. If they weren't, if this wasn't a corner lot and they wanted to put in a shed, how far from their property line would the shed have to be?

WINKLER It has to be two feet from the property line. The issue with this is there is a 10-foot fire separation from the main structure of the house, which dictates that it goes in this specific corner of the lot. And that also is a 20-foot wide Greenbelt area. That is never going to have anything on it. It's basically, they wanted to put the sign up there and they didn't have to, Infinity didn't want to have to deal with any type of variance for their neighborhood sign, which requires 10 feet on both sides.

COPPOLA That's 20 feet from the sidewalk?

WINKLER Correct.

COPPOLA Is the property line?

WINKLER Yes.

COPPOLA And you said that you have to have at least a 10-foot separation?

WINKLER Fire separation from the main structure.

MULDOON Yeah, I guess that was why I had to put it where I put it, right by 10 foot separation from the house.

WINKLER Yeah, exactly. The seven foot—Matt Stierna and Jerome, the director of the Building Department, discussed this home and that's what... a seven-foot setback off the property line is typical for a corner lot, which is why that's got that seven foot deficiency.

COPPOLA But generally a corner lot would have 20 feet between it and its property line will be right on the sidewalk.

WINKLER Correct. It will be right on the sidewalk.

COPPOLA Thank you. Any other questions for the Petitioner? Mr. Testa.

TESTA Mr. Chair. Question for the Petitioner. Are fences allowed?

MULDOON Yeah, yes, they are. Yeah, actually, well, it's a specific type of fence, it has to be black aluminum. And my plan was to just because I'm going to have a fence down the property line, go right to the edge of the building, and then it just continues on beyond the building. And it'll be nice, you know, because I've got an 18-month-old son. So.

TESTA Okay. That was going to be my next question. What would you do if you did get a fence?

MULDOON Yep.

TESTA So it'd be your fence that stopped and started at the shed?

MULDOON Correct, right at the... Yeah.

TESTA And that will impact you opening and closing your doors on the shed?

MULDOON No. So no, because the back, so the fence would be like... the back is going to be a little bit longer. So the doors will be on the long side on the opposite side of the fence. So it'd be like, the fence would be here, right? The back of the building would be here, right, the front of the building is here, and the doors are right here. Okay, so there wouldn't be any sort of interference there, no.

TESTA Okay, thank you.

COPPOLA Any other questions for the Petitioner?

BARINGHAUS Yes, Mr. Chairman.

COPPOLA Mr. Baringhaus?

BARINGHAUS Yeah, have you spoken to any of your neighbors regarding putting a fence around the property and the neighbors' reaction to it?

MULDOON Putting a fence... oh, the shed? Yeah, no, everybody that lives—So I'm fortunate to have all my neighbors, the ones that are close to me have moved in. And all of them, actually, were kind of taken aback about the easement thing, because it's not just my property that has this easement. It's a significant portion of the neighbors that have this easement in their backyards that most of them were—actually all of them weren't aware of [it]. And I can count one person that was aware of this easement in their backyard. And so all of them have asked me about, like what I'm doing. And they're curious about it. And they may have to go down the same path. So you may see more of me, but all of them are very supportive. I had, actually, a neighbor three doors down came and handed me the things you guys sent. He handed it to me and said, "Here, I don't even want [inaudible]. Clearly I support what you're doing. So you can have this back." I don't know if you've received any mail from anybody, you know, saying that they were opposed to it. But everybody that I've talked to, the folks across the street, my next-door neighbors, Ronnie and Gail, they're very supportive of what we're doing.

BARINGHAUS Okay, thank you.

COPPOLA Any other questions for the Petitioner?

TESTA Yeah, sorry, Mr. Chair. Question for the Petitioner. When the builder hands it over to the owners, you create your own homeowners association, directly? You know, the process for electing the board?

MULDOON It said that, so it's in the minutes, I think there's like a, there's like an election process, people have to decide if they want to run, then there's a vote in the neighborhood.

TESTA Okay. Yeah. It's in the bylaws. Where I'm going with this is, I have experience with a previous lot in which it was built and the bylaws are basically saying that it's allowed with board approval.

MULDOON Yeah.

TESTA But when the board took over, they rejected everything.

MULDOON Sure.

TESTA So what I fear for you here is we give you approval, you build your shed, and a year from now, when the board's there, they force you to take it down.

MULDOON Well, I wouldn't, I wouldn't build. I mean, this is just a pre-emptive kind of thing. I wouldn't build until the association is handed over to the residents. And then they say, "Yeah, you're good to go." Not that I'm not going to tell, because I'm trying to do things the right way. Like, that's why I'm here. I mean, I'm sure people could have just poured a pad and put up a shed, and nobody would have said anything. But I'm trying to do things the right way. And that's why I wouldn't do anything until the Association has been handed over. And I've gotten that approval, you know what I mean, from the board and hey, if they say no, well, then I guess I'm out 450 bucks, and I got to figure something else out. But I figured that this was the right way to go first. It was my thought at least.

TESTA I appreciate your feedback there on how you're going to approach this. How big is that plastic kind of accessory shed you have right now?

MULDOON I think it's like eight by seven or so. I think it's eight by seven right now.

TESTA Okay.

MULDOON Yeah, it's pretty small. It just packed up in there pretty good. So if this doesn't work out, then I'm going to have figure something else out like a storage unit or something, I guess, I don't know.

TESTA Question for Inspection. So that eight by seven, he would need a permit to have that right now?

WINKLER Correct.

TESTA Okay. So if we, in theory, table them today, and say we want you to get homeowners association approval with that table, you could keep that shed up, correct?

WINKLER He's not supposed to keep it up. We do our best if we have to send it up to, you know... I mean, he has no permit to have it on the property. I mean, that's definitely....

MULDOON Right. Cuz it was like a residence shed. It's like temporary.

WINKLER Right.

MULDOON It's not like, I don't know how you guys classify that.

WINKLER It's... well, it's based on square footage, and it's above the 40 square foot limit. It's a 56 square foot limit.

MULDOON So I'm stuck out there.

WINKLER And normally we will, when we get a permit application, it'll be pending homeowner approval, Homeowners Association approval. We won't issue it until he gets the Homeowner Association approval.

TESTA Okay, so even if we approve him today, he still can't have that resin shed in theory, correct?

WINKLER Correct.

MULDOON Yeah, I was stuck on that, because we moved and I brought it with. So I mean, if I gotta get rid of it, I gotta get rid of it. That's part of the gig. Right? I don't. That's, I guess I look at that as a separate issue. Right. Like, if it's gotta go, it's gotta go. It is what it is.

TESTA Could you move it somewhere on the property where it will be less visible?

MULDOON Oh, well, I mean, I don't think so. Because it's kind of the corner lot there. I don't really know where else to put it. Yeah, I mean, I could move it to the other side of the lot and then back towards my cover [inaudible], but, you know, listen, if I gotta get rid of it, I gotta get rid of it. I'm not gonna....

BARINGHAUS I just want a quick question. Currently, the shed is not anchored? It's just sitting on the concrete?

MULDOON No, correct. Yeah. Just the plot. Yeah.

BARINGHAUS Okay. Thank you.

COPPOLA Just sitting on concrete?

BARINGHAUS Just sitting there, it's not anchored.

MULDOON Yeah. There's like a patio off the back of the house. That's separate from...

COPPOLA You haven't put in a pad for the shed?

MULDOON No, no, correct. No, I have not.

BARINGHAUS It's just for clarification sitting on the patio area.

MULDOON Correct.

BARINGHAUS Unanchored?

MULDOON Yeah, exactly, unanchored on the patio. Like I said, it's just a temporary deal. We just let loose kind of set up there. Just because we moved in, had the stuff. And I mean, like I said, if you guys say I gotta get rid of it, I gotta get rid of it.

BARINGHAUS Okay, thank you.

COPPOLA Any other questions? Then we're done with questions, and you can have a seat for a minute. Was there anybody in the audience who would like to speak for against this petition? Anybody—

KLISZ Nope, no letters.

COPPOLA No letters. Okay. Would you like to say anything in closing, before we put close the public part of the case and take our vote?

MULDOON I just appreciate you guys being here. And thanks for listening to me. And so I'm at the mercy of the Board. So appreciate it.

COPPOLA Again, I'm going to close the public portion of the case and start the Board's comments with Mr. Testa.

TESTA Yeah, I'm torn on this procedurally because... so I understand your hardship because of the easement. My property that I have right now also that a large public easement and utility lines, so I'm locked in to where my shed can go and where it is. I have more flexibility than you do. So I totally get it. I understand your need to have a shed. My issue here is more procedural whether, should we table you and wait for you to have Homeowners Association approval and then go through the procedural vote, perhaps a review or approve you on the condition that the Homeowner Association approves that you won't build it until that happens? So I have to see what the rest of my Board members feel. But in general, I am in support of giving you something at some point in time.

MULDOON Yeah.

COPPOLA Mr. Boloven.

BOLOVEN I agree with Mr. Testa. I just don't think this is ripe for a vote at this time. I've never been in favor of giving in anticipation or due diligence type of a vote on what could come scenarios. And that's really what's happening here. You potentially could be setting a precedent for this subdivision with an affirmative vote based on something that may or may not be approved by an association in the future. So at this point, I'd be in support of a tabling until the Association gets established and either approves or denies this.

COPPOLA Mr. Baringhaus.

BARINGHAUS Okay, thank you. I, too, would be in favor of tabling. I think you're going in the right direction. But you're going... you're really kind of ahead of the curve right now. I think you need to wait until your Association evolves from the developer to your fellow homeowners. I believe that's likely to go through two steps, actually. They'll probably set up an Architectural Review Committee where you'll present the plan, then eventually have to present it to the final board so this will give you some time to prepare and not only that, you recently moved into your house. Like me, chances are you're unable to get into your garage right now if you wanted to, because it's full of boxes. This will give you some time to figure it out and see how you can best utilize that space again. So again, I'm in favor of tabling as well.

COPPOLA Okay, thank you. Secretary Klisz.

KLISZ I don't disagree. I think again, a couple things that I'd point out. Also just for the Petitioner's sake, is that under the bylaws, it says no unit owner shall construct, and then an accessory structure without the prior written approval by the developer or review committee. So in their email, they seem to punt it, but they really can still have the power to approve it. So you might want to fight with them a little bit more and try to get them to approve it. Because if they approve it, then you can come back. And obviously Mr. Winkler has kind of told us that the policy is first Homeowners [Association] approval, then either it fits or it needs our approval. So again, tabling means you don't have to pay again, go get that approval, assuming you can, and then come back to us. But I would definitely push harder against them because you're in the middle. But I would eventually, like I said, if it came back and it had a Homeowners [Association] approval, I would be in support at that time. But I'm in support of a table today.

COPPOLA All right, thank you. Mr. Rotondo.

ROTONDO I'm not going to be in support of this. I don't see the uniqueness of this property because it looks like the easement exists for neighboring properties throughout this whole street here. Looks like you have that 20-foot easement going through there. So I just can't justify the uniqueness of this property alone. Thank you.

COPPOLA Thank you, Mrs. Scheel.

SCHEEL So I would be in support of tabling it. I, with Mr. Testa, can see both sides. But I'd be in support of tabling it to see if you can get the Association's [approval]. And I would strongly encourage you to run for an Association seat.

MULDOON Oh, yeah, sorry.

COPPOLA I am going to support tabling. I generally like to see the Association's approval first, whatever limitations they put on this. But in general, I do see that there's a hardship here. In the sense of the layout of the property and the inability really to place it pretty much anywhere that's useful. And I think also with a 20-foot green space, open space between the sidewalk and the property line that kind of creates the buffer that normally we like to see in the seven feet. I do know that units like the next unit over to you can put one in but it has to be two feet from the property line instead of seven feet. So being in the corner does create some issues. I think tabling probably is the right thing. What I don't want to happen is the Zoning Board's approval to be misconstrued as, as you know, they have to approve it, because we approved that I'd rather make sure that they get their say, approve it with their conditions. And then we can take a look at it and decide whether that makes sense from that point. So I will go ahead and open up the floor for a motion.

BARINGHAUS Mr. Chairman.

COPPOLA Vice Chairman Baringhaus.

BARINGHAUS Resolved, that the variance sought in appeal case number 2024-02-13, filed by Christopher Muldoon, be tabled for the time being to allow the Petitioner to pursue approval with their Homeowners Association once it comes into existence.

TESTA Support.

COPPOLA Tabling motion by Mr. Baringhaus, Support by Mr. Testa. Go ahead and take roll, please.

RESOLVED: 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), **be tabled**

1. To allow the Petitioner to receive Homeowners Association or developer's approval.

KLISZ Ms. Scheel.

SCHEEL Aye.

KLISZ Mr. Rotondo.

ROTONDO No.

KLISZ Mr. Testa.

TESTA Aye.

KLISZ Mr. Boloven.

BOLOVEN Aye.

KLISZ Secretary Klisz votes aye. Vice Chairman Baringhaus.

BARINGHAUS Aye.

KLISZ And Chairman Coppola.

COPPOLA Aye.

KLISZ Passes six to one.

COPPOLA Okay, so your petition has been tabled. If you come back, without an additional cost, you just need to notify the Zoning Board Office, which is basically a special department, that you want to come back. What we're looking for from you is your Association's approval...

MULDOON Sure.

COPPOLA For the shed and knowing that there are conditions that also have to be met with the City requirements, which is what we've been talking about.

MULDOON Yeah. Okay. Absolutely.

COPPOLA All right. Good luck.

MULDOON Appreciate it. Thank you, guys.

COPPOLA All right, call the next case, please.

Meeting Date: April 2, 2024

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).

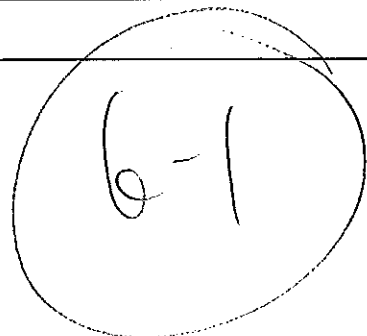
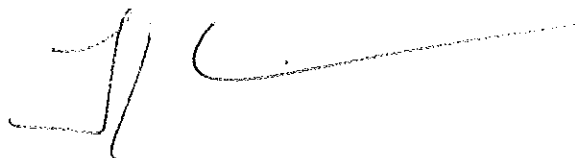
Motion To:		Comments:
Support		
Deny		
Table	X	
Other		

Motion	Support	ZBA Board Member	Yes	No	Tabled	Absent
		Greg Coppola - Chairman	X			
X		Jim Baringhaus - Vice Chairman	X			
		Timothy Klisz - Secretary	X			
		Christopher Boloven	X			
	X	Michael Testa	X			
		Marc Rotondo		X		
		Lynda Scheel	X			

CONDITIONS

1. to get HOA or Developer approval
- 2.
- 3.
- 4.

ZBA Secretary: Timothy Klisz



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
ROB DONOVIC
JIM JOLLY
SCOTT MORGAN
LAURA M. TOY

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:

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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.

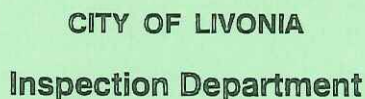
Please call 734-466-2250 if you need assistance.

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)

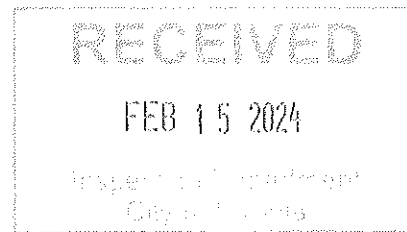
I certify that (a) the petitioner is not in violation of any ordinance other than the provision(s) sought to be waived in the foregoing application, (b) all applicable fees have been paid, and (c) I have examined the foregoing application, and find that said application is complete, and that the City 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 Subdivision 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.

RECEIVED

FEB 15 2024

County of Wayne
Livonia, Michigan

Dated: 12/6/23

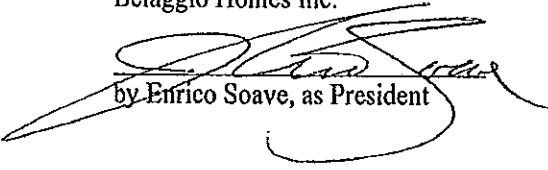
File No. cen148822-STG

Signed in presence of:

Signed by:

Belaggio Homes Inc.

Witness


by Enrico Soave, as President

Witness

STATE OF MICHIGAN

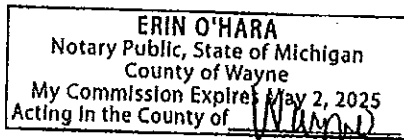
COUNTY OF Wayne

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

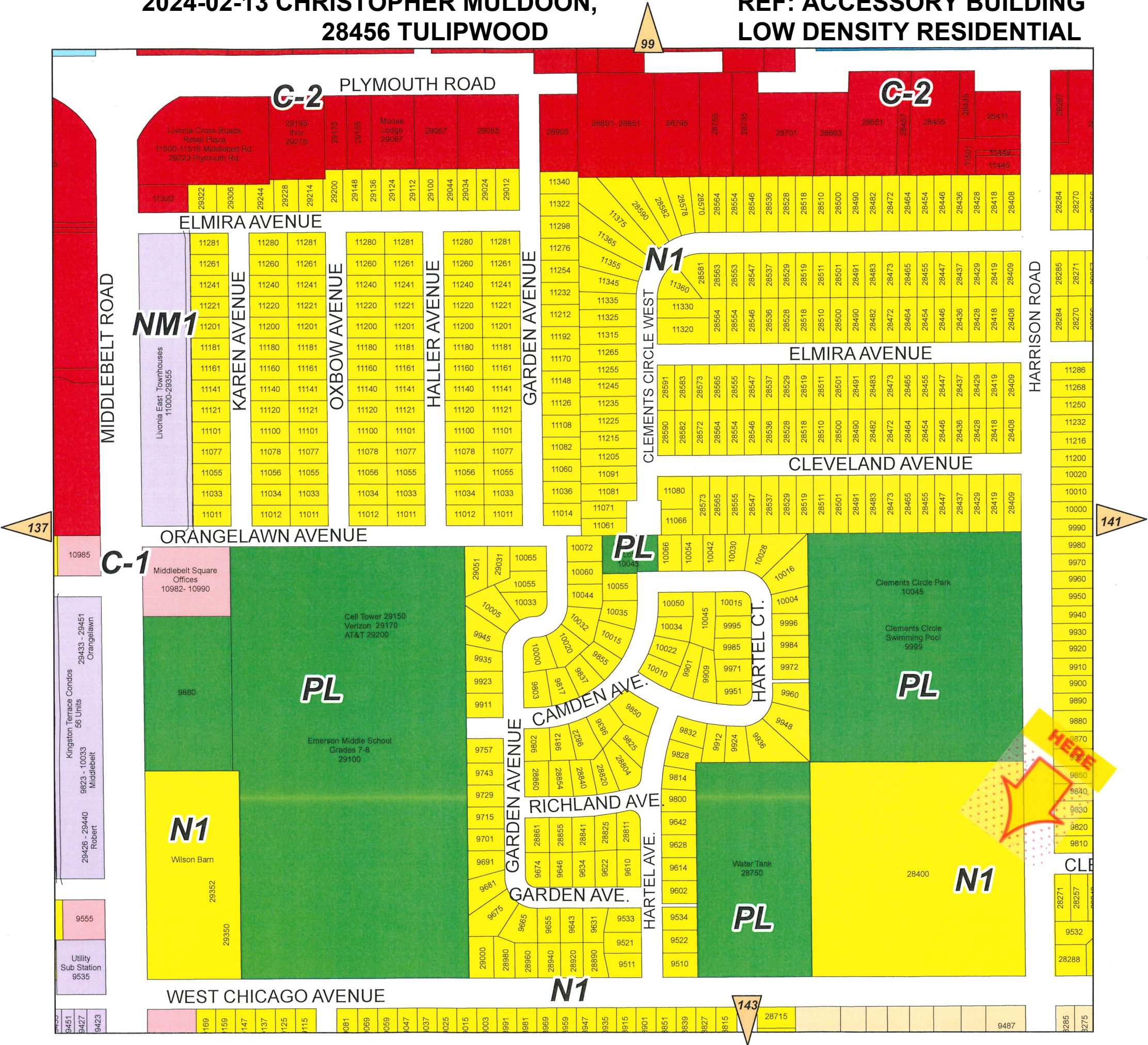
Acting in the County of Wayne

Drafted By:

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

When Recorded Mail To:

Christopher Muldoon
28456 Tulipwood
Livonia, MI 48150



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.W. 1/4 Section 36

City of Livonia

T. 1 south, R. 9 east

Wayne County, Michigan

Copyright 2001, City of Livonia



300 150 0 300 Feet

EMERSON OAKS

INFINITY HOMES & Co

InfinityHomesCorp.com



Permit #23-747

PP #13593

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APR 06 2023

RECEIVED

FEB 15 2024

SITE PLAN

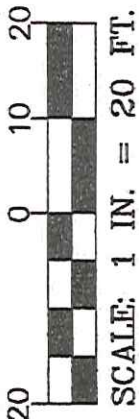
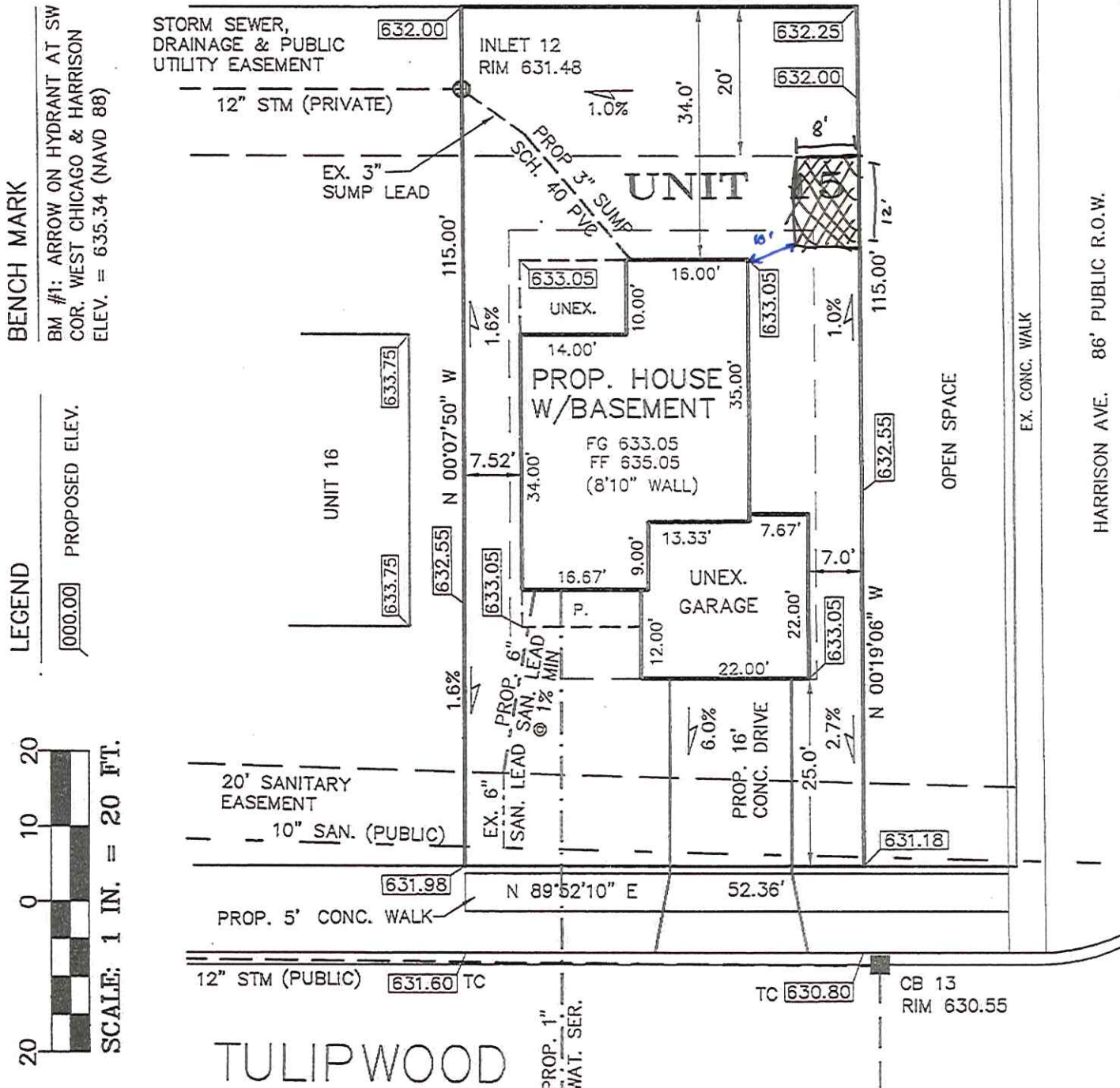
28456 TULIPWOOD

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



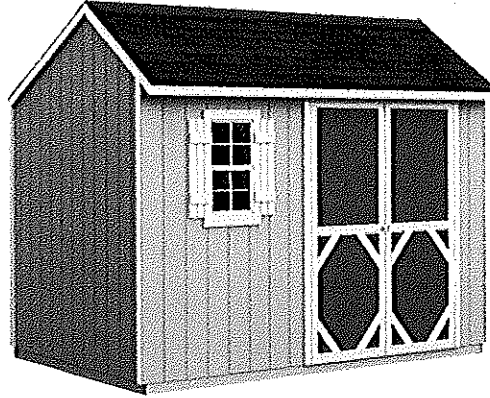
12-ft x 8-ft Seville

\$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



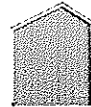
Black



Driftwood



Gray



ADD TO CART



Shed Buying Guide



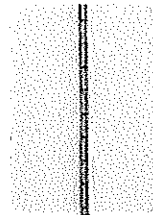
Delivery & Installation



Maintenance



Returns & Payments



RECEIVED

FEB 15 2024

Shed Liquidators Inc. 1234 Main St.
Cincinnati, OH 45201

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.

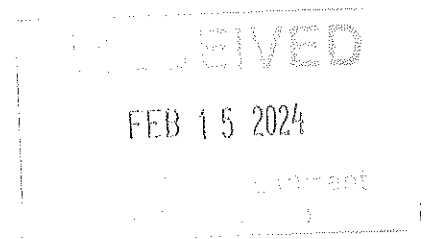
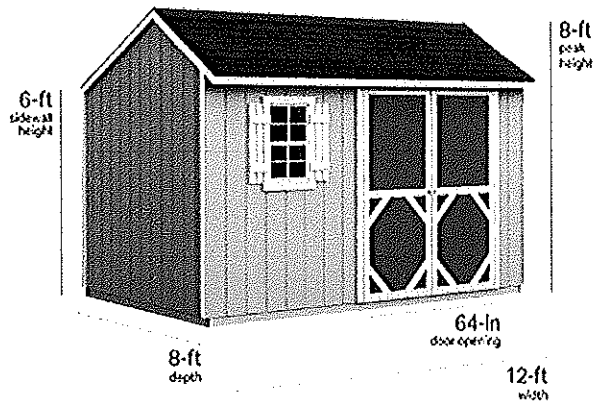
Type of Floor: Treated framing with OSB decking

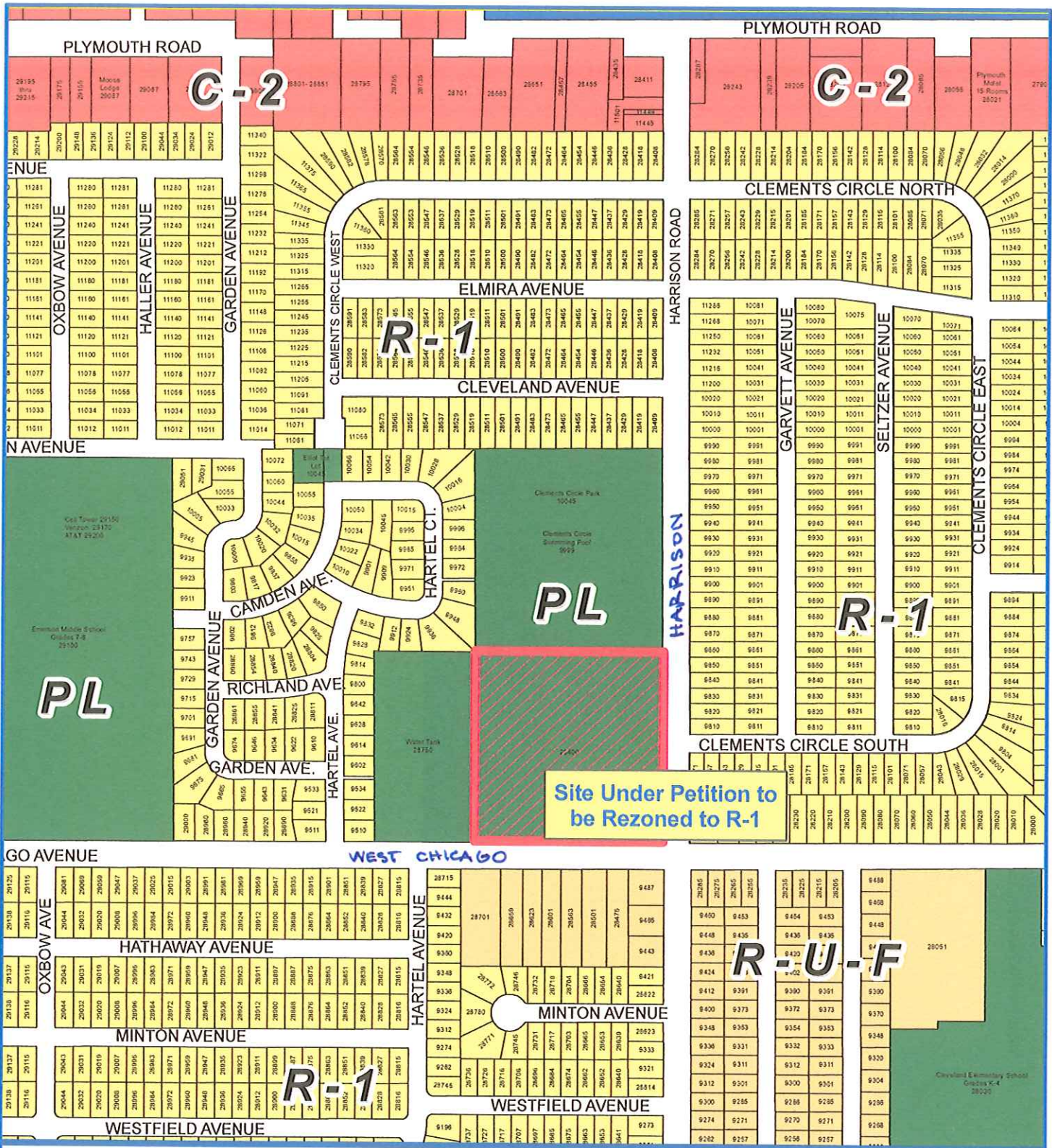
Floor Weight Capacity: 40 lbs./sq. ft.

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





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

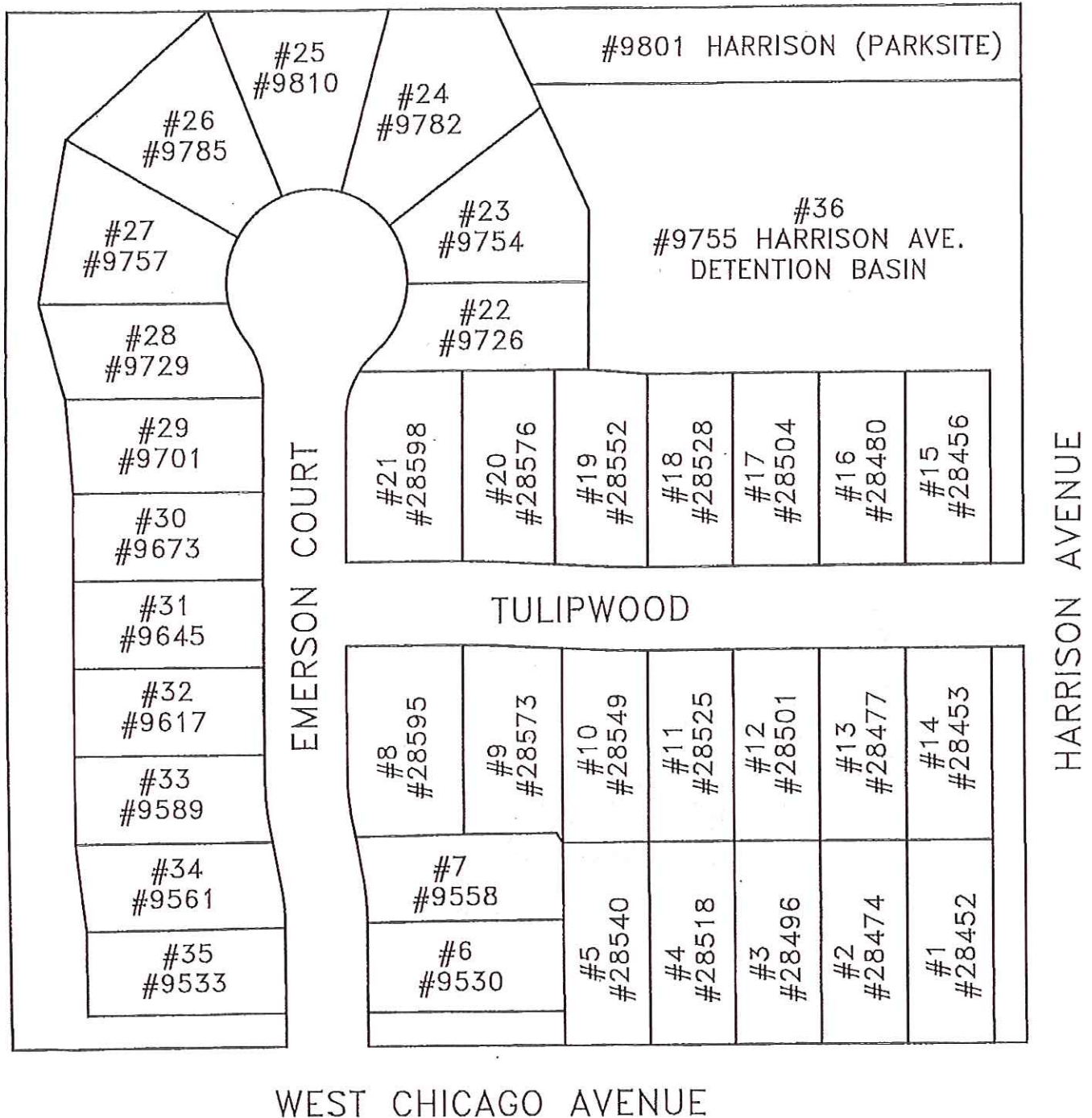


Not to Scale

City of Livonia
Planning Department

EMERSON OAKS CONDOMINIUMS

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



**EXHIBIT A
CONDOMINIUM BYLAWS OF EMERSON OAKS**

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Section 1. ASSOCIATION OF OWNERS

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1.2 Compliance

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2.4 Designation of Voting Representative

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2.6 Majority

Section 3. MEETINGS AND QUORUM

3.1 Initial Meeting of Members

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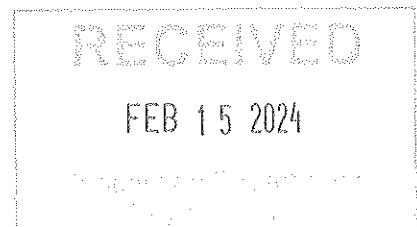
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CONDOMINIUM BYLAWS

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

4.3Books 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.

4.4Maintenance, 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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PUBLIC NOTICE AUGUST 16, 2024

APPEAL CASE NO. 2024-06-22, 17320 Fairfield Street: an appeal was made to the Zoning Board of Appeals by Roman Martincic, seeking to construct a detached garage while maintaining the existing attached garage, resulting in excessive accessory building area and total area of all accessory buildings.

This Low-Density Residential property is located on the east side of Fairfield Street (17320), between Six Mile Road and Curtis Street, Lot. No. 039-01-0020-001, RUF, Rural Urban Farm District, rejected by the Inspection Department under Livonia Zoning Ordinance, Section 7.09(1)A.

Detached Accessory Building Area

Allowed: 200 square feet
Proposed: 572 square feet
Excess: 372 square feet

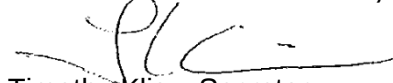
Total Accessory Building Area

Allowed: 920 square feet
Proposed: 1,034 square feet
Excess: 114 square feet

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, September 3, 2024, at 7:00 p.m.**, at which time comments may be directed to the Board during audience participation. When replying by mail, write your comments on the back of this notice and address it to the City of Livonia, Zoning Board of Appeals, 33000 Civic Center Drive, Livonia, MI 48154. All written comments are read at the meeting and become part of the record.

ZONING BOARD OF APPEALS,


Timothy Klisz, Secretary

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

Case No: 2024-06-22
Meeting Date: September 3, 2024

[illegible]

Signature: _____

Address:

To: City of Livonia
Zoning Board of Appeals
33000 Civic Center Drive
Livonia, MI 48154

Case No: 2024-06-22
Meeting Date: August 13, 2024

You are not required to respond to this letter. If you choose to do so, please note the following reason: (APPROVAL) OR (OBJECTION) to the requested variance.

The only objection I have is a driveway cannot be put in between our 2 houses. The attached survey shows an encroachment of 3.2 ft onto my property. A driveway would be partially on my property. Also his fence is on my property. The garage he wants to put in his backyard has to be only on his property. It cannot back up to the fence or the 3.2 ft of my property

Signed comments will be read into the record. Unsigned or anonymous comments will not be considered.

Signature: Linda Sipp

Name: Linda Sipp

(Please print)

Address: 17310 Fairfield

RECEIVED

AUG 15 2024

Inspection Department
City of Livonia

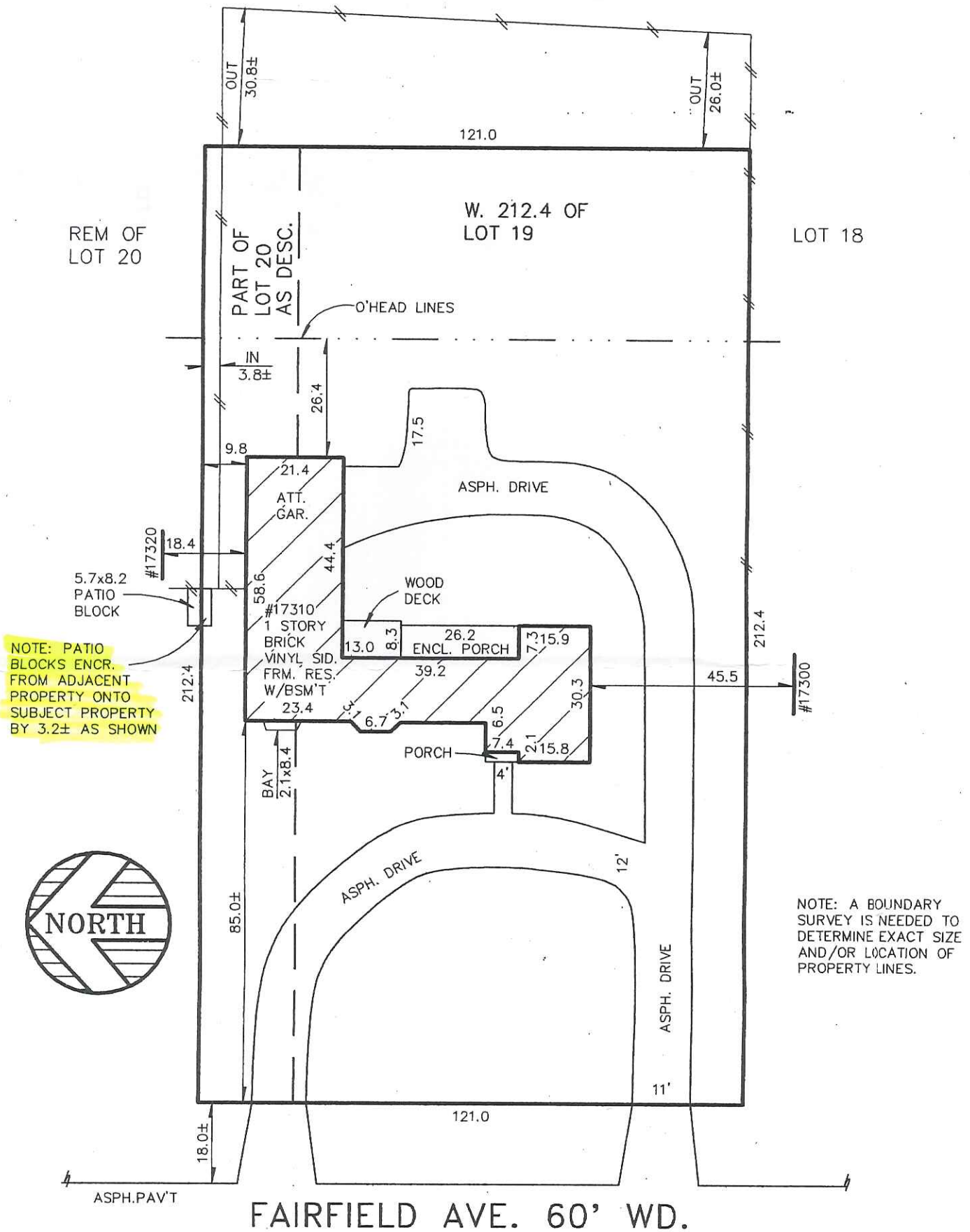
Certified to: ROCK HOME LOANS AT MICHIGAN NATIONAL BANK

Applicant: LINDA M. PATTERSON AND THOMAS E. SIPPS

Property Description:

The West 212.40 feet of Lot 19 and the West 212.4 feet of the South 21 feet of Lot 20; GREEN BRIER ESTATE SUB., being a Sub., of the E. 1/2 of the S.W. 1/4 of Sec. 10, T.1 S., R.9 E., Livonia Twp. (now City of Livonia), Wayne County, Michigan, as recorded in Liber 69 of Plats, Page 46 of Wayne County Records.

FLOOD PLAIN Comm. No. 260233 Map No. 0004 B Date: 11/04/81
Flood Zone C. Areas of minimal flooding.



CERTIFICATE: We hereby certify that we have surveyed the above-described property in accordance with the description furnished for the purpose of a mortgage loan to be made by the forementioned applicants, mortgagor, and that the buildings located thereon do not encroach on the adjoining property, nor do the buildings on the adjoining property encroach upon the property heretofore described, except as shown. This survey is not to be used for the purpose of establishing property lines, nor for construction purposes, no stakes having been set at any of the boundary corners.



Marcus E. Zukke, Jr.

JOB NO. 00-13125 SCALE 1"=30'
DATE 05/17/00 DR. BY C.H.

KEM-TEC
LAND SURVEYORS
22556 Gratiot Avenue
Eastpointe, MI 48021-2119
(810) 772-2222
FAX: (810) 772-4048



KEM-TEC WEST
LAND SURVEYORS
800 E. Stadium
Ann Arbor, MI 48104-1412
(734) 994-0888 • (800) 433-6133
FAX: (734) 994-0667

To: City of Livonia
Zoning Board of Appeals
33000 Civic Center Drive
Livonia, MI 48154

Case No: 2024-06-22
Meeting Date: August 13, 2024

You are not required to respond to this letter. If you choose to do so, please note the following reason: (APPROVAL) OR (OBJECTION) to the requested variance.

DEAR ZONING BOARD OF APPEALS,

I LIVE ACROSS THE STREET, MY HOUSE

IS ACROSS THE STREET FROM 17320 MY

HOUSE WAS BUILT IN 1950'S NOT LIKE HIS 1990'S

WITH NO CLOSET SPACE'S, I ALSO HAVE "NO" BASEMENT

17320 DOES HAVE A BASEMENT! SO OVER 20 YEARS

AGO I ASKED FOR 24' BY 24' ^{DETACHED} GARAGE, ALL MY

NEIGHBORS SIGN OFF & EVEN PUT GOOD WORDS IN

& HOW MY HUSBAND & I CLEARED UP THE YARD & HOUSE

BUT WE WERE ONLY APPROVED A 20' BY 20' WITH

NO DRIVEWAY ALLOWED BACK TO IT! & NO BIG DOORS.

SO, I FEEL THAT THE SAME SHOULD APPLY

ALSO! & NO MORE THAN ① ONE KIND OF

TRAILER ALLOWED NOT 3 & A BOAT LIKE

NOW! I FEEL THAT I LIVE IN A TRAILOR

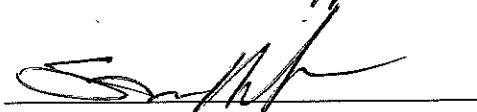
PARK! SO NO MORE THAN 20' X 20' NO DRIVEWAY

NO BIG DOOR & JUST LIKE WHAT I WAS APPROVED!

THANK
YOU!

Signed comments will be read into the record. Unsigned or anonymous comments will not be considered.

Signature:



Name:

SUSAN M. WARNER
(Please print)

Address:

17311 FAIRFIELD
LIVONIA, MI

RECEIVED

AUG 05 2024

CITY OF LIVONIA
ZONING BOARD OF APPEALS

NOTE'S
17320
HOUSE
TOTAL
SQ 1771
LOT SIZE
.59
WITH
BASEMENT
17311
HOUSE
13711
TOTAL
SQ 1342
LOT SIZE
.69
NO
BASEMENT
& BIGGER
LOT

To: City of Livonia
Zoning Board of Appeals
33000 Civic Center Drive
Livonia, MI 48154

Case No: 2024-06-22
Meeting Date: August 13, 2024

You are not required to respond to this letter. If you choose to do so, please note the following reason: (APPROVAL) OR (OBJECTION) to the requested variance.

APPROVAL -

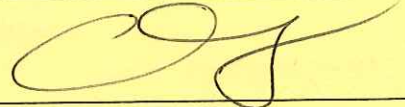
I FULLY SUPPORT THE PROPOSED DETACHED ACCESSORY BUILDING. IT IS CONSISTENT WITH MANY OTHER PROPERTIES ON OUR STREET. I HAVE ONE IN MY REAR YARD AND MY NEIGHBOR NEXT DOOR HAS ONE I BELIEVE THE SAME OR SIMILAR IN SIZE TO THE PROPOSED STRUCTURE. THERE ARE ALSO ACCESSORY BUILDINGS AT OTHER HOMES ON OUR STREET LIKE OF SIMILAR SIZE. ROMAN HAS INVESTED HEAVILY IN HIS HOME COMPLETING OUTSTANDING WORK EVERY TIME SO I EXPECT HIS NEW ACCESSORY BUILDING WILL ADD TO THE AESTHETIC OF THE NEIGHBORHOOD. THE VARIANCE SHOULD BE APPROVED.

Signed comments will be read into the record. Unsigned or anonymous comments will not be considered.

RECEIVED

AUG 01 2024

CITY OF LIVONIA
ZONING BOARD OF APPEALS

Signature: 

Name:

GARY COPI
(Please print)

Address:

17331 FAIRFIELD

To: City of Livonia
Zoning Board of Appeals
33000 Civic Center Drive
Livonia, MI 48154

Case No: 2024-06-22
Meeting Date: August 13, 2024

You are not required to respond to this letter. If you choose to do so, please note the following reason: (APPROVAL) OR (OBJECTION) to the requested variance.

Approval!

Signed comments will be read into the record. Unsigned or anonymous comments will not be considered.

RECEIVED

AUG 01 2024

**CITY OF LIVONIA
ZONING BOARD OF APPEALS**

Signature: _____

Name: _____

Address: _____

David Sykes
DAVID Sykes
(Please print)

17330 Fairfield St.

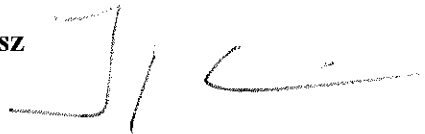
Meeting Date: August 13, 2024

1. **APPEAL CASE NO. 2024-06-22, Roman Martincic, 17320 Fairfield Street:** seeking to construct a detached garage while maintaining the existing attached garage, resulting in excessive accessory building area and total area of all accessory buildings.

Motion To:		Comments:
Support		
Deny		
Table		
Other		

Motion	Support	ZBA Board Member	Yes	No	Tabled	Absent
		Greg Coppola - Chairman				
		Jim Baringhaus - Vice Chairman				
		Timothy Klisz - Secretary				
		Christopher Boloven				X
		Michael Testa				
		Marc Rotondo				X
		Lynda Scheel				
CONDITIONS						
1.	wants to be rescheduled					
2.						
3.						
4.						

ZBA Secretary: Timothy Klisz



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
ROB DONOVIC
JIM JOLLY
SCOTT MORGAN
LAURA M. TOY

PUBLIC NOTICE **July 29, 2024**

APPEAL CASE NO. 2024-06-22, 17320 Fairfield Street: an appeal was made to the Zoning Board of Appeals by Roman Martincic, seeking to construct a detached garage while maintaining the existing attached garage, resulting in excessive accessory building area and total area of all accessory buildings.

This Low-Density Residential property is located on the east side of Fairfield Street (17320), between Six Mile Road and Curtis Street, Lot. No. 039-01-0020-001, RUF, Rural Urban Farm District, rejected by the Inspection Department under Livonia Zoning Ordinance, Section 7.09(1)A.

Detached Accessory Building Area

Allowed: 200 square feet
Proposed: 572 square feet
Excess: 372 square feet

Total Accessory Building Area

Allowed: 920 square feet
Proposed: 1,034 square feet
Excess: 114 square feet

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, August 13, 2024, at 7:00 p.m.**, at which time comments may be directed to the Board during audience participation. When replying by mail, write your comments on the back of this notice and address it to the City of Livonia, Zoning Board of Appeals, 33000 Civic Center Drive, Livonia, MI 48154. All written comments are read at the meeting and become part of the record.

ZONING BOARD OF APPEALS,



Timothy Klisz, Secretary

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

APPLICATION FOR VARIANCE

ROMAN MARTINCIC 17320 FAIRFIELD ST. LIVONIA 48152 (313) 220-0643
(Owner of Premises) (Street Address) (City) (Zip Code) (Telephone) (Fax)

N/A

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

SELF

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

The property address is 17320 FAIRFIELD ST. LIVONIA 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:

THE N 79.0 OF LOT 20 AND 44.60 FT OF THE S 21 FT OF LOT 20, AND THE E. 44.60 FT OF LOT 19 GREEN BRIER ESTATES BEING A SUB OF THE E. 1/2 OF SW 1/4 OF SEC 10 T18R9E WCR L69 P40. PARCEL ID # 039010020001

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:

IT ABSOLUTELY DOES EXIST ELSEWHERE WHICH IS WHY SO MANY OTHER NEIGHBORS HAVE DETACHED GARAGES IN ADDITION TO THEIR ATTACHED GARAGE.

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

MY PRIMARY VEHICLE WILL NOT FIT IN THE EXISTING ATTACHED GARAGE. I HAVE EXPENSIVE TOOLS AND EQUIPMENT I WOULD LIKE LOCKED / SECURED IN MY WORK VEHICLE IN A LOCKABLE STRUCTURE.

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

THERE ARE MANY PROPERTIES ON THE STREET THAT HAVE THE DETACHED GARAGE ALREADY. THIS DOES NOT HINDER THEIR ABILITY TO ENJOY THEIR PROPERTY IN ANY WAY.

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?

I WAS INSTRUCTED TO APPLY FOR A VARIANCE.

RECEIVED

MAY 30 2024

Inspection Department
City of Livonia

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? N/A

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: 

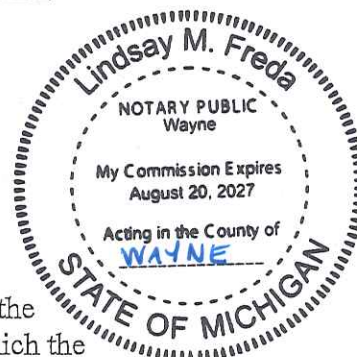
Please print name of property owner: ROMAN MARTINCIC

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 30TH day of April, 2024

Lindsay M. Freda
(Notary Public, Wayne County, Michigan)

My Commission expires 8/20/2027



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 May 30, 2024, which reads as follows:

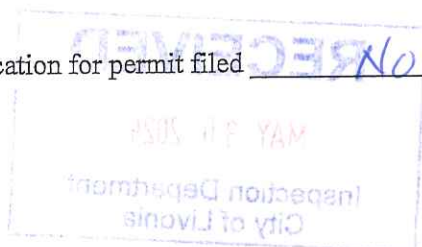
ONLY ONE GARAGE IS PERMITTED ON RESIDENTIAL PROPERTY.

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


(Supervisor)

Application for permit filed NO

Violation Issued NO



Roman Martincic
17320 Fairfield St.
Livonia MI, 48152

June 21, 2024

City of Livonia Zoning Board of Appeals Members,

Please consider this letter an opportunity to clarify the need for a variance to be issued on my property. I am currently the sole owner of RM Contracting, a registered licensed, bonded, insured, and seasoned builder in the State of Michigan, operating my business remotely through my primary residence.

I utilize work a van daily. A Ford E-250 that houses all the necessary tools and equipment that are required to do my job. My van doesn't fit in my attached garage. I have two main concerns about the Van not fitting in my garage. One, my tools and equipment are very expensive, I do not feel comfortable leaving them in my driveway with only a vehicle lock to keep them secure. Secondly, I would appreciate being able to store my vehicle in a secure building to keep the harsh and everchanging Michigan climate from deteriorating my exclusive work vehicle.

Please contact me directly if you need further information or clarification, thank you.

Sincerely,

Roman Marincic
President

A handwritten signature in black ink, appearing to read 'Roman Marincic', with a stylized flourish at the end.

RM Contracting
17320 Fairfield St.
Livonia, MI 48152
(313) 220-0643



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 ROMAN MARTINCIC Address 17320 FAIRFIELD, LIVONIA, MI 48152
Lessee — Address —
Location EAST Side of 17320 FAIRFIELD Street
Between SIX MILE RD And CURTIS
Lot No./Parcel No. 039-01-0020-001 Subdivision GREEN BRIER ESTATES
Zoning District R-U-F Map No. SW 10 Lot Size 25,699.6 sq (0.59 acres) Alley N/4
Present Use SINGLE FAMILY RESIDENTIAL Proposed Use SAME
Present Building Size N/A Proposed Building Size 26 FT. BY 22 FT. (572 sq. ft.)
Present Height of Building N/A Proposed Height 13.67 FT.
Allowable Lot Coverage 8,994.86 sq. ft. (35%) Proposed Lot Coverage 2,805 sq. ft. (10.9%)
Proposal SEEKING TO CONSTRUCT A DETACHED GARAGE WHILE MAINTAINING THE EXISTING ATTACHED GARAGE RESULTING IN EXCESSIVE ACCESSORY BUILDING AREA AND TOTAL AREA OF ALL ACCESSORY BUILDINGS. DETACHED ACCESSORY BUILDING AREA ALLOWED: 200 sq. ft.; PROPOSED: 572 sq. ft.; EXCESS: 372 sq. ft.; TOTAL ACCESSORY BUILDING AREA ALLOWED: 920 sq. ft.; PROPOSED: 1,034 sq. ft.; EXCESS: 114 sq. ft.

Reason for Rejection LIVONIA ZONING ORDINANCE, SECTION 7.09(1) A
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 7.09(1) A
Use Prohibited _____ Deficient Parking Spaces _____ Increasing Area and Bulk Det Acc 372 / TOTAL SQ. FT. 114

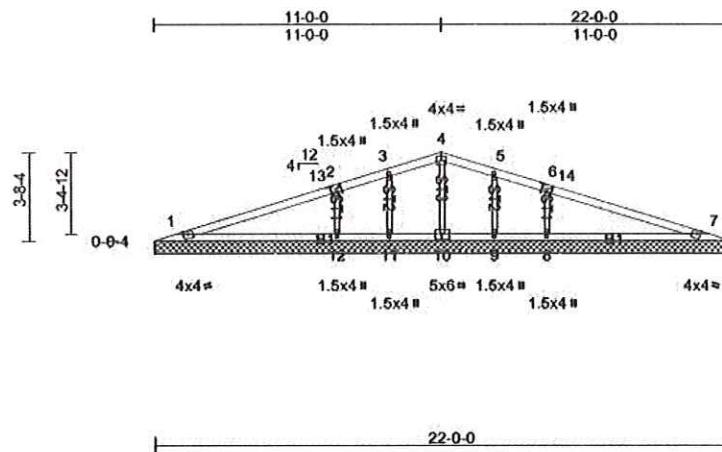
Remarks _____

Plans and Application examined by [Signature] Date JUNE 11, 2024

ZONING EXAMINER

Job	Truss	Truss Type	Qty	Ply	Job Reference (optional)
OTREC0599888	T1DE	COMMON	2	1	

Midwest Manufacturing, Eau Claire, WI Run: 8:59 8.23 Aug 28 2018 Print: 8:230 S Aug 28 2018 MiTek Industries, Inc. Thu Jul 18 12:54:00 Page: 1
ID: 7HX1mXJH9Q2oEMyF7WyywqEo-JFdEq2hctcyC4IrsSpw1DxJPOKKOVDOnImwqD5



Scale = 1/70.8

Plate Offsets (X, Y): [10.0-3.0-0.3-0]

Loading	(psf)	Spacing	2-0-0	CSI	DEFL	in	(loc)	l'defl	L'd	PLATES	GRIP
TCLL (roof)	30.0	Plate Grip DOL	1.15	TC	0.52	n/a	-	n/a	999	MT20	197/144
Snow (Ps/Pg)	27.7/40.0	Lumber DOL	1.15	BC	0.32	n/a	-	n/a	999		
TCDL	12.0	Rep Stress Incr	YES	WB	0.17	0.00	7	n/a	n/a		
BCLL	0.0*	Code	IRC2015/TPI2014	Matrix-R							
BCDL	10.0									Weight: 59 lb	FT = 15%

LUMBER

TOP CHORD 2x4 SPF No 2
BOT CHORD 2x4 SPF No 2
OTHERS 2x3 SPF Stud

BRACING

TOP CHORD
BOT CHORD

Structural wood sheathing directly applied or 6'-0" oc purlins.
Rigid ceiling directly applied or 10'-0" oc bracing.

Mitek recommends that Stabilizers and required cross bracing be installed during truss erection, in accordance with Stabilizer Installation guide.

REACTIONS

All bearings 22'-0".
(lb) - Max Horiz 1=44 (LC 19)
Max Uplift All uplift 100 (lb) or less at joint(s) 1, 7, 8, 9, 11, 12
Max Grav All reactions 250 (lb) or less at joint(s) 9, 11 except 1=264 (LC 2), 7=264 (LC 2), 8=711 (LC 2), 10=324 (LC 2), 12=711 (LC 2)

FORCES (lb) - Max. Comp./Max. Ten. - All forces 250 (lb) or less except when shown.
WEBS 2-12=-517/161, 6-8=-517/161

JOINT STRESS INDEX

1 = 0.57, 2 = 0.51, 3 = 0.51, 4 = 0.65, 5 = 0.51, 6 = 0.51, 7 = 0.57, 8 = 0.51, 9 = 0.51, 10 = 0.31, 11 = 0.51 and 12 = 0.51

NOTES

- Unbalanced roof live loads have been considered for this design.
- Wind: ASCE 7-10; Vult=115mph (3-second gust) Vasd=91mph; TCDL=4.2psf; BCDL=6.0psf; h=25ft; Cat. II; Exp B; Enclosed; MWFRS (envelope) exterior zone and C-C Exterior (2) zone; cantilever left and right exposed; end vertical left and right exposed; C-C for members and forces & MWFRS for reactions shown; Lumber DOL=1.60 plate grip DOL=1.60
- Truss designed for wind loads in the plane of the truss only. For studs exposed to wind (normal to the face), see Standard Industry Gable End Details as applicable, or consult qualified building designer as per ANSI/TPI 1.
- TCLL: ASCE 7-10; Pr=30.0 psf (roof live load; Lumber DOL=1.15 Plate DOL=1.15); Pg=40.0 psf (ground snow); Ps=27.7 psf (roof snow; Lumber DOL=1.15 Plate DOL=1.15); Category II; Exp B; Fully Exp; Ct=1.10
- Roof design snow load has been reduced to account for slope.
- Unbalanced snow loads have been considered for this design.
- All plates are 1.5x4 MT20 unless otherwise indicated.
- Gable requires continuous bottom chord bearing.
- Gable studs spaced at 2'-0" oc.
- This truss has been designed for a 10.0 psf bottom chord live load nonconcurrent with any other live loads.
- * This truss has been designed for a live load of 20.0psf on the bottom chord in all areas where a rectangle 3'-0" tall by 2'-0" wide will fit between the bottom chord and any other members.
- Provide mechanical connection (by others) of truss to bearing plate capable of withstanding 100 lb uplift at joint(s) 1, 7, 11, 12, 9, 8.
- This truss is designed in accordance with the 2015 International Residential Code sections R502.11.1 and R802.10.2 and referenced standard ANSI/TPI 1.

LOAD CASE(S) Standard

For other design systems search "Design & Buy" on Menards.com

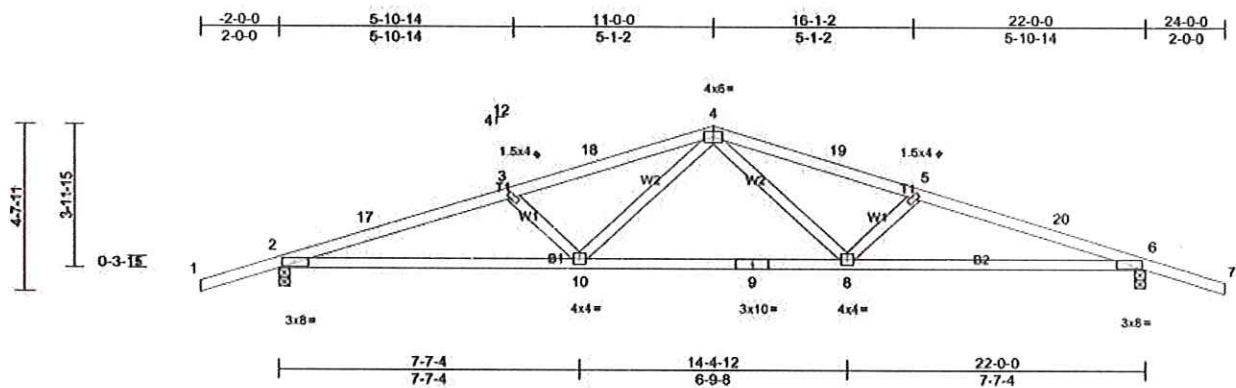
Job QTREC0807279	Truss C11022	Truss Type COMMON	Qty 1	Ply 1	Job Reference (optional)
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Midwest Manufacturing, Eau Claire, WI

Run: 8:51 S Aug 11 2022 Print: 8:51 S Aug 11 2022 MTEK Industries, Inc. Fri Sep 08 16:52:10

Page: 1

ID: DYVQ73xqvLJT6YKtazpYtBLRbsSOMZHY?XO6n1DcE4tblkz8rUcFNB8 vldp



Scale = 1:47.1

Loading	(psf)	Spacing	2-0-0	CSI		DEFL	in	(loc)	l/def	L/d	PLATES	GRIP
TCLL (roof)	42.0	Plate Grip DOL	1.15	TC	0.81	Vert(LL)	-0.21	8-10	>999	240	MT20	197/144
Snow (Ps/Pg)	41.6/60.0	Lumber DOL	1.15	BC	1.00	Vert(CT)	-0.32	8-10	>823	180		
TCDL	10.0	Rep Stress Incr	YES	WB	0.48	Horz(CT)	0.09	6	n/a	n/a		
BCLL	0.0*	Code	IRC2018/TPI2014	Matrix-MS								
BCDL	10.0										Weight: 73 lb	FT = 15%

LUMBER

TOP CHORD 2x4 SPF No 2
BOT CHORD 2x4 SPF No 2
WEBS 2x4 SPF Stud

BRACING

TOP CHORD
BOT CHORD

Structural wood sheathing directly applied or 2-2-0 oc purlins.
Rigid ceiling directly applied or 2-2-0 oc bracing.

Mitek recommends that Stabilizers and required cross bracing be installed during truss erection, in accordance with Stabilizer Installation guide.

REACTIONS (lb/size) 2=1561/0-3-8, (min. 0-2-10), 6=1561/0-3-8, (min. 0-2-10)
Max Horiz 2=-54 (LC 15)
Max Uplift 2=-125 (LC 10), 6=-125 (LC 11)
Max Grav 2=1692 (LC 21), 6=1692 (LC 22)

FORCES (lb) - Max. Comp./Max. Ten. - All forces 250 (lb) or less except when shown.

TOP CHORD 2-17=-3513/231, 3-17=-3434/243, 3-18=-2927/201, 4-18=-2787/209, 4-19=-2787/209, 5-19=-2927/201, 5-20=-3434/243,

6-20=-3513/231

BOT CHORD 2-10=-157/3258, 9-10=-82/1997, 8-9=-82/1997, 6-8=-157/3258

WEBS 3-10=-903/131, 4-10=-17/1114, 4-8=-17/1114, 5-8=-903/131

JOINT STRESS INDEX

2 = 0.79, 3 = 0.56, 4 = 0.85, 5 = 0.56, 6 = 0.79, 8 = 0.74, 9 = 0.76 and 10 = 0.74

NOTES

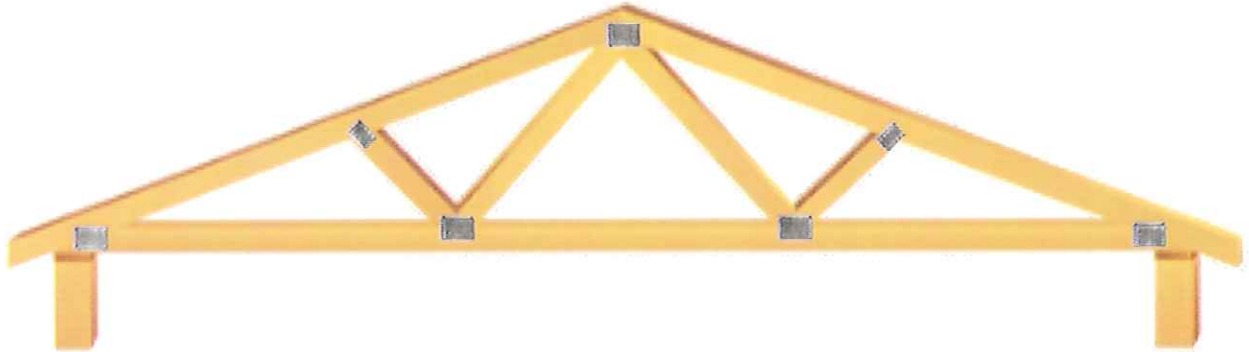
- Unbalanced roof live loads have been considered for this design.
- Wind: ASCE 7-16; Vult=115mph (3-second gust) Vasd=91mph; TCDL=4.2psf; BCDL=6.0psf; h=25ft; Cat. II; Exp B; Enclosed; MWFRS (envelope) exterior zone and C-C Exterior(2E) 2-0-0 to 0-9-12, Interior (1) 0-9-12 to 8-0-0, Exterior(2R) 8-0-0 to 14-0-0, Interior (1) 14-0-0 to 21-0-0, Exterior(2E) 21-0-0 to 24-0-0 zone; cant/lever left and right exposed; end vertical left and right exposed, C-C for members and forces & MWFRS for reactions shown; Lumber DOL=1.60 plate grip DOL=1.60
- TCLL: ASCE 7-16; Pr=42.0 psf (roof LL: Lum DOL=1.15 Plate DOL=1.15); Pg=60.0 psf; Ps=41.6 psf (Lum DOL=1.15 Plate DOL=1.15); Is=1.0; Rough Cat B; Fully Exp.; Ce=0.9; Cs=1.00; Ct=1.10
- Roof design snow load has been reduced to account for slope.
- Unbalanced snow loads have been considered for this design.
- This truss has been designed for greater of min roof live load of 12.0 psf or 1.00 times flat roof load of 41.6 psf on overhangs non-concurrent with other live loads.
- This truss has been designed for a 10.0 psf bottom chord live load nonconcurrent with any other live loads.
- * This truss has been designed for a live load of 20.0psf on the bottom chord in all areas where a rectangle 3-06-00 tall by 2-00-00 wide will fit between the bottom chord and any other members.
- Provide mechanical connection (by others) of truss to bearing plate capable of withstanding 125 lb uplift at joint 2 and 125 lb uplift at joint 6.
- This truss is designed in accordance with the 2018 International Residential Code sections R502.11.1 and R802.10.2 and referenced standard ANSI/TPI 1.

LOAD CASE(S) Standard

For other design systems search "Design & Buy" on Menards.com

Helpful Hints for Garage Construction

- Studs are estimated 16 inches on center with single treated bottom plate and double top plate.
- For 10- and 12-foot-tall buildings studs should be cut for an approximate 10- or 12-foot plate height.
- If steel is estimated (Pro-Rib or Pro-Snap), the steel lengths should be verified based off the actual framing. Plate height (stud length), truss heel and other framing should be confirmed. Steel is estimated to the inch, make sure the lengths are accurate based on final overall building design.
- Trusses included are estimated at 2 feet on center spacing. The design is based on the zip code provided, design and loading should be verified.
- Trusses should not be cut or modified with the exception of trimming the truss tails to the correct overhang.
- The bottom chord is designed to support standard ceiling and insulation materials.
- Dropped end trusses are estimated with 18 inch and 24 inch gable overhangs.



Menards Building Checklist Planning

- Get a permit. Check restrictions, building codes or local zoning to make sure your design complies with all requirements.
- Contact local utilities to ensure construction will not disturb any electrical, cable or plumbing.
- If necessary, hire a professional to help with planning and construction.
- Consider site conditions including soil type, grade, and runoff before finalizing your design.
- Material estimates provided can be changed to meet your needs.
- Menards offers professional delivery of materials. Delivery is extra based on the distance from your local Menards store to your building site.
- Practice good safety habits, use PPE including eye protection & dust masks during construction.
- Make sure to follow good building practice and all manufacturer's instructions. Use all the hardware and fasteners recommended.

For other design systems search "Design & Buy" on [Menards.com](https://www.menards.com)

Overhead Door Trim Type:
Vinyl Trim Color:
Windows:

Vinyl
White
60"W x 48"H JELD-WEN® Vinyl Slider

Additional Options

Ceiling Insulation:
Wall Insulation:
Ceiling Finish:
Wall Finish:
Mounting Blocks:
Hydronic Radiant Heat:
Anchor bolt:

None
None
None
None
No
None
Grip Fast® 1/2 x 10 HDG Anchor Bolt w/ Nut & Washer
Grip Fast® 3-1/4 16D Vinyl-Coated Smooth Shank Sinker Nail - 5
lb. Box
Grip Fast® 2-1/2 8D Vinyl-Coated Smooth Shank Sinker Nail - 5
lb. Box
FastenMaster® TimberLOK® 5/16 x 6 Hex Drive Black Hex Head
Timber Screw - 50 Count
No

Framing Fasteners:

Sheathing Fasteners:

Truss Fastener:
Overhead Opening Hardware:

For other design systems search "Design & Buy" on Menards.com

Materials

Building Type

Building Location Zip Code: 48152
Building Type: Gable

Building Info

Building Width: 22'
Building Length: 26'
Building Height: 10'
Wall Framing Stud: 2 x 4
Roof Framing: Truss Construction
Truss Type: Common (24" on center spacing)
Roof Pitch: 4/12 Pitch
Eave Overhang: 24"
Gable Overhang: 24"
Curb: Poured Curb
Curb Height: 4"
Foundation Type: Poured
Custom Garage Plan: No I do not need a custom building plan

Wall Info

Siding Material Types: Vinyl
Vinyl Siding: ABTCO® Waterford® Double 4-1/2 Dutchlap, Color: Tan
Vinyl Corner Trim Color: Tan
Accent Material Type: None
Wainscot Material Type: None
Wall Sheathing: 7/16 x 4 x 8 OSB(Oriented Strand Board)
House Wrap: Kimberly-Clark BLOCK-IT®9'x75'House Wrap
Gable Vents: None

Roof Info

Roof Sheathing: 1/2 x 4 x 8 OSB(Oriented Strand Board)
Roofing Material Type: Through Fastener Steel Panel
Through Fastener Steel Roofing: Cut to Length Pro-Rib® Steel Panel, Color: Bronze
SnowBar Trim: None
Roof Underlayment: #30 Felt Roofing Underlayment 3' x 72' (216 sq. ft.)
Ice and Water Barrier: Hydraguard Dual Pro High Temperature Ice & Water Barrier 39-3/8" x 61' (200 sq. ft.)
Fascia Material Type: Steel Fascia
Fascia: 12' Steel L-6 Fascia, Color: Light Stone
Soffit Material Type: Vinyl Soffit
Soffit: ABTCO® 12" x 12' Vented Vinyl Soffit, Color: Khaki
Gutter Material Type: Aluminum
Gutter: Spectra Metals 5" x 10' K-Style Aluminum Gutter, Color: Brown

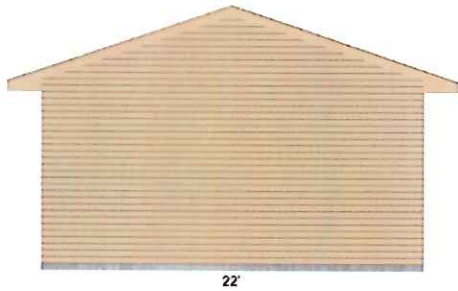
Openings

Service Door: Commander® 36W x 80H Primed Steel 6-Panel
Overhead Door: 16X8 White Raised Panel Plain EZ Set Torsion Spring
Additional Information: MDP38 EZ Set Torsion Spring

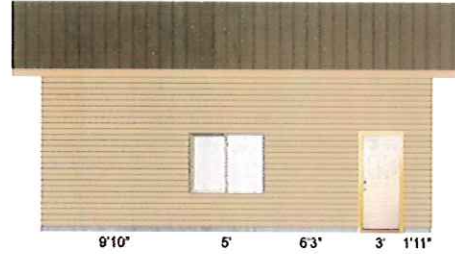
For other design systems search "Design & Buy" on Menards.com

Wall Configurations

*Some items like wainscot, gutter, gable accents, are not displayed if selected.

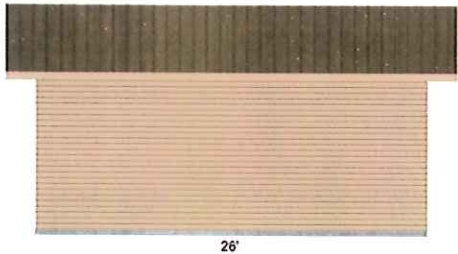


ENDWALL B

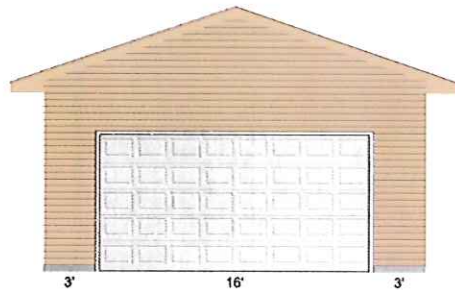


SIDEWALL D

Commander® 36W x 80H Primed Steel 6-Panel
60"W x 48"H JELD-WEN® Vinyl Slider



SIDEWALL C

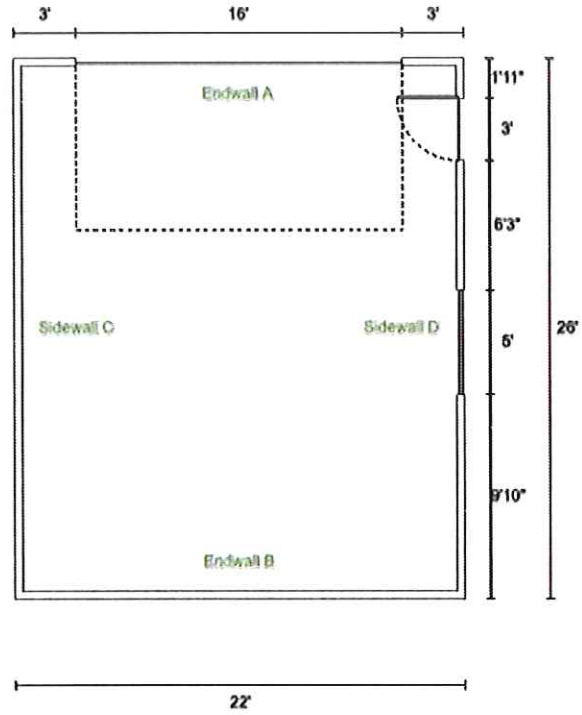


ENDWALL A

16X8 White Raised Panel Plain EZ Set Torsion Spring

For other design systems search "Design & Buy" on Menards.com

Garage Image



For other design systems search "Design & Buy" on Menards.com

How to recall and purchase your design at home:



OR

1. On Menards.com, enter "Design & Buy" in the search bar
2. Select the Garage Designer
3. Recall your design by entering Design ID: 330852783038
4. Follow the on-screen purchasing instructions

How to purchase your design at the store:

1. Enter Design ID: 330852783038 at the Design-It Center Kiosk in the Building Materials Department
2. Follow the on-screen purchasing instructions



Floor type (concrete, dirt, gravel) is NOT included in estimated price. The floor type is used in the calculation of materials needed. Labor, foundation, steel beams, paint, electrical, heating, plumbing, and delivery are also NOT included in estimated price. This is an estimate. It is only for general price information. This is not an offer and there can be no legally binding contract between the parties based on this estimate. The prices stated herein are subject to change depending upon the market conditions. The prices stated on this estimate are not firm for any time period unless specifically written otherwise on this form. The availability of materials is subject to inventory conditions.

MENARDS IS NOT RESPONSIBLE FOR ANY LOSS INCURRED BY THE GUEST WHO RELIES ON PRICES SET FORTH HEREIN OR ON THE AVAILABILITY OF ANY MATERIALS STATED HEREIN. All information on this form, other than price, has been provided by the guest and Menards is not responsible for any errors in the information on this estimate, including but not limited to quantity, dimension and quality. Please examine this estimate carefully.

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RECEIVED

MAY 30 2024

**Inspection Department
City of Livonia**

For other design systems search "Design & Buy" on Menards.com

DEL I: The North 79.0 feet of Lot 20 and the East 44.6 feet of the
21.0 feet of Lot 20, and the East 44.6 feet of Lot 19, Green Brier
ates Sub., being a sub. of E. 1/2 of S.W. 1/4 of Sec. 10, T. 1 S.,
9 E., Livonia Township, Wayne County, Michigan. Rec'd L. 69, P. 46
W.C.R. (Now City of Livonia).

RECEIVED

MAY 30 2024

Inspection Department
City of Livonia

10452

21

Lot 20

Lot 19

200.00

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REM

656.72

656.54

44.6 REM

658.76

84

658.76

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657.51

121.0 REM

+ 3' SET
BACK

26

42

659.71

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26

PAVERS

18

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NOTE: REPLACE EXIST. ROADWAY
WITH 8" AGG. & 4" A.C.
PLACE & MAINTAIN
TEMP. COLDPATCH FOR
30 DAYS

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Address

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CONTACT CITY ENG'R.
OFFICE FOR INSPECT.
OF STORM SEWER.
TRP FOR SUMP LEAD

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RECEIVED

MAY 08 1990

CITY OF LIVONIA
ENGINEERING DEPARTMENT

This plan has been reviewed and all work within the
right of way or public easements is approved as far
as the interests of the Engineering / Inspection Div.
is concerned. This approval in no way constitutes or
implies approval of any other City Department or
any other governmental jurisdiction.

City Engineer
5/10/90
Date
R. WATER

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CONC. OR A/C
APPROACH ROAD
27' Asph. Paved.

660.03
San. M.H.

660.23
S.T.M.H.

10" SAN. 2
Wilmington Rd.
San. Sewer System

FAIRFIELD AVE.

60

City of Livonia

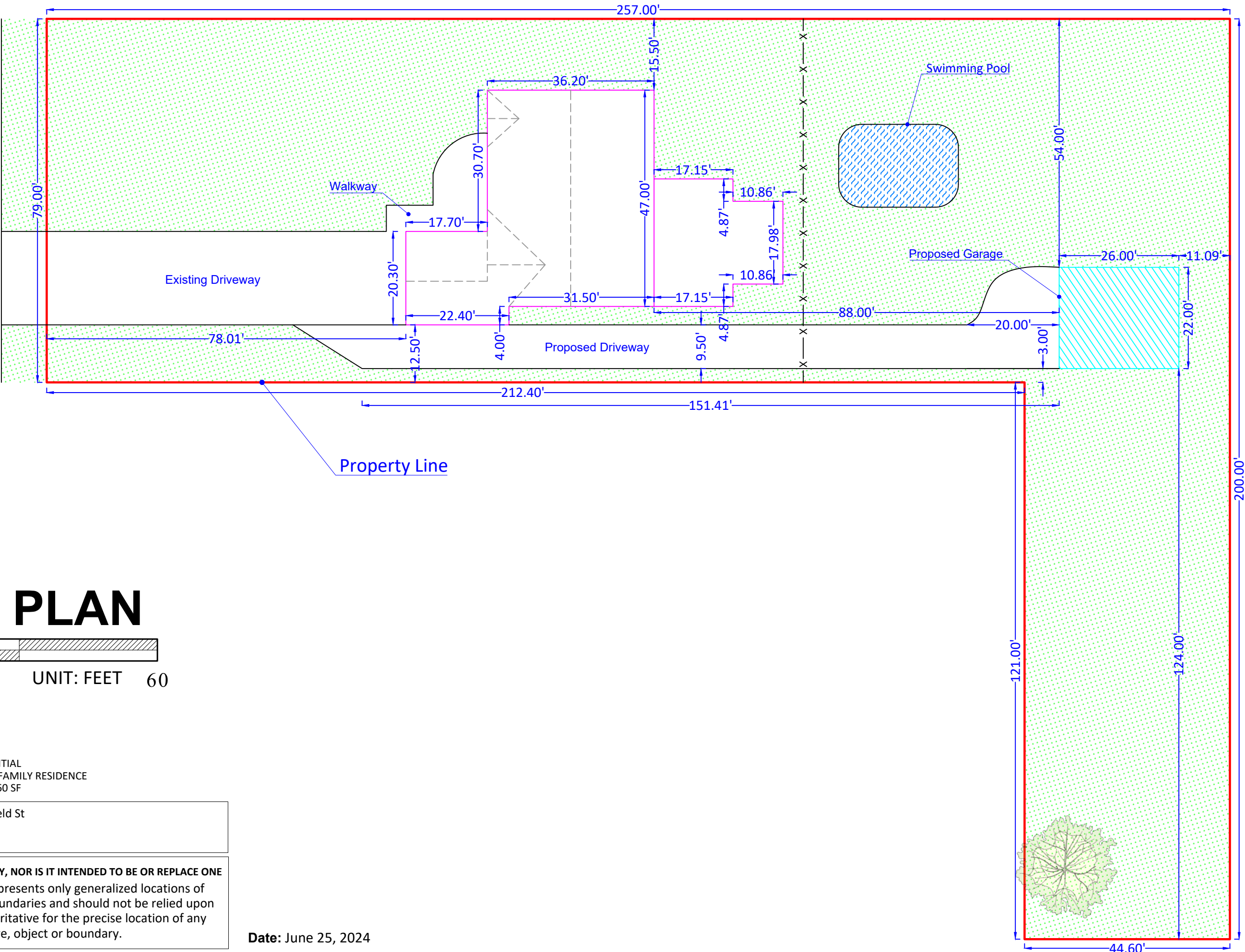
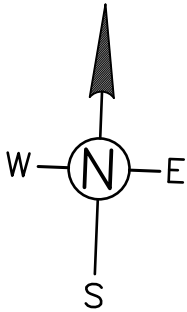
Engineering / Inspection Div.

FIELD REVIEW

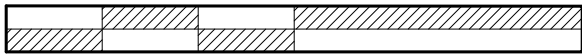
STATE OF MICHIGAN

SAN. SEWER
ADDCG TRP

Fairfield St



SITE PLAN



0 10 20 UNIT: FEET 60

Land Use RESIDENTIAL
SINGLE FAMILY RESIDENCE
Lot Area 25,699.60 SF

ADDRESS: 17320 Fairfield St
Livonia, MI 48152
Scale: 1"=20'

THIS IS NOT A LEGAL SURVEY, NOR IS IT INTENDED TO BE OR REPLACE ONE

This work product represents only generalized locations of features, objects or boundaries and should not be relied upon as being legally authoritative for the precise location of any feature, object or boundary.

Date: June 25, 2024

ROMAN MARTINCIC
17320 FAIRFIELD

REF: DETACHED GARAGE
LOW DENSITY RESIDENTIAL

Page 39

ZONING MAP

LEGEND

Zoning Districts

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

S.W. 1/4 Section 10

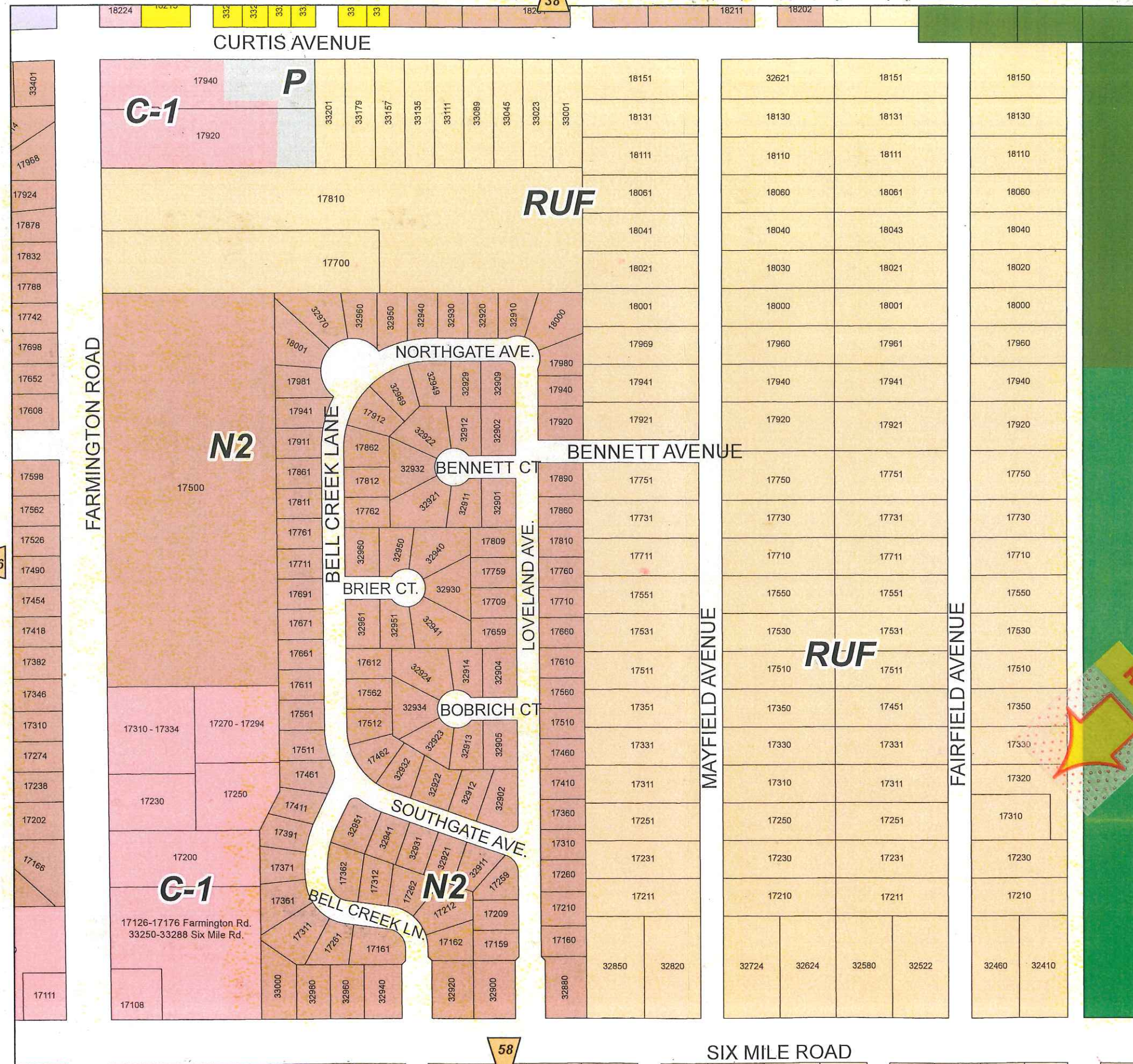
City of Livonia

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

Copyright 2001, City of Livonia



300 150 0 300 Feet



(8:23 #1/3180)

APPEAL CASE NO. 2004-09-136: Thomas and Susan Hafner, 17311 Fairfield, Livonia, MI 48152, seeking to construct a detached garage within the rear yard while maintaining an attached garage resulting in excess number of garages and garage area.

Number of Garages

Allowed: One
Proposed: Two
Excess: One

Garage Area

Allowed: 720 sq. ft.
Proposed: 1,321 sq. ft.
Excess: 601 sq. ft.

The property is located on the west side of Fairfield (17311) between Six Mile and Curtis.

Stempien: Mr. Abrahamson.

Abrahamson: I have no items to add, sir.

Stempien: Any questions for the Inspection Department? Mr. Harb.

Harb: Randy, can you tell me if there have been any other variances approved on this street?

Abrahamson: On the street?

Harb: For a second garage.

Abrahamson: I didn't find any. I looked, but, you know, there were a few cases that went back to the late '60s and I could not find exactly what the appeal was.

Harb: They want to add a 570 sq. ft. addition – or a garage.

Abrahamson: That's correct, a detached garage; right.

Harb: So wouldn't they already be out of compliance right now if you subtract out the 1,321 – or the 576 from the 1,321?

Abrahamson: They're about 20 sq. ft. over, but that's all pre-existing, so.

Harb: Right. And why wouldn't –

Abrahamson: That's not an issue.

Harb: – this be 900 sq. ft. allowable? It is an attached garage; isn't it?

Abrahamson: That's correct, and he would be able to go up to 900 sq. ft.; however, he is

proposing to do a detached structure within the rear yard; so that drops that back down to 720. The only time you're allowed to have the 900 sq. ft. is if you have no other accessory buildings on the property.

Harb: I see. Thank you.

Stempien: Any other questions for the Inspection Department? Give us your name and address.

Petitioner: My name's Thomas Hafner. I live at 17311 Fairfield, Livonia, MI 48152.

Stempien: Would you like to add anything to your application?

Petitioner: No, our problem is with storage space. There are no basements in this area, and it's a relatively small house. I think it's only like 1,100 sq. ft. And we're forced to put things out. We have a lot of – we take great pride in our lawn. We have a tractor, a roller, an aerator, a wagon; and we also have a swimming pool with some nice patio furniture, and we're unable to store it in our attached garage. And we have no basement, so in the wintertime, we put tarps over it with cinder blocks around the edge, which is – you know, we're kind of embarrassed. And we have to leave our cars parked outside. So, we'd like to get a 24 x 24 garage to use for storage, you know, to enable us to, you know, clean up our lot. And, you know, we looked at other storage, like Maximus over here, it's over \$200.00 a month for a 10 x 20, which wouldn't be big enough for us. We just can't afford that, and we'd like to clean up our property and everything stored neatly.

Stempien: You don't intend to use this for parking your cars at all.

Petitioner: No, we went to use our attached garage for cars. There'd be no driveway going to the second garage either.

Stempien: The drawing –

Petitioner: Just for storage.

Stempien: – you provided looks like it has a 16-ft. door on it. Is that what you propose?

Mrs. Hafner: Well, we would like to put a 16-ft.; but if not, just a regular door that would roll up would be fine to get the tractor in and out.

Stempien: How wide is the tractor; do you know?

Mrs. Hafner: It's 42 ft. (sic) on the deck of the tractor. It's a John Deere tractor, riding lawnmower.

Stempien: Forty-two inches.

Mrs. Hafner: Forty-two, yeah.

Stempien: Yeah, 3 ½ ft. wide.

Mrs. Hafner: Yeah, and would – you know, like I said, we have a roller with it, an aerator, you know. And then with the pool for the solar cover, that's got to be stored in the garage, which would have to be long way. It – with it. We do have pictures if you guys want to see what we have, what we would like to put in the garage, and the tractor and the aerator, the roller, dethatcher. Two years ago, we just put \$5,500 in our backyard to have it, pretty much – it was a jungle in our backyard. We had all the trees that were infested with bugs, whatnot, tore down, taken down. We had the grass removed because it wasn't grass. We had it graded. We had 50 yards of topsoil put in the backyard because why we can't have a basement is because it's not a flood zone, but it's a wet zone.

Petitioner: High-water barrier.

Mrs. Hafner: High-water town (sic); so, we had to bring in 50 yards of topsoil. We had a 9-station sprinkler system put in, and then it was hydro-seeded. Yeah, and we really wanted out – and then all the neighbors around liked what we did. In fact, the guy next to us had his yard tore up and redone. Now, somebody just 2 weeks ago just did their backyard – or, you know, taken it from us, looking at us what we're doing to our property, wanting their cleanup. It looks like everybody's looking at their stuff and saying, "Yeah, we want a nice property." And if we put a shed up, it's not really going to look that nice. It's not that – we would have to – we just paid \$5,000 for lawn furniture, for 6 chairs and an oval table. To sit there and put things in – I don't want to break it. I don't want it destroyed, and I don't want to leave it outside with a tarp on it or covered because it's going to get ruined. I like to keep our stuff nice.

Stempien: One of my concerns is with the size of the door, and one of the things you talked about was the solar cover for the pool.

Mrs. Hafner: Yeah.

Stempien: Explain to me –

Mrs. Hafner: Well –

Stempien: – why you need a certain width door for that? I didn't quite follow you.

Mrs. Hafner: Well, we could put it in sideways. We could do that. I mean if you want us to have a smaller garage door, that's fine. I mean, I want one where we can roll up. I mean I was just opposing the 6 – you know, but I could do a smaller one as long as the tractor could get in and out. I was just trying to make it easy without trying to destroy things, break things. You know what it's like trying to go in a door –

Stempien: You want an overhead –

Mrs. Hafner: – tilting it up –

Stempien: – door of some sort.

Mrs. Hafner: Yes.

Stempien: Any other questions for the Petitioners?

Harb: Can you tell me what you currently have in your 2-car attached garage now?

Mrs. Hafner: We have a car. We have the tractors. We have my tool bench. We have a toolbox on wheels. We have shelving units for the storages of, you know, our Christmas stuff.

Petitioner: Things that might go in your basement we have to keep all inside.

Harb: So, the tractor and pool equipment is mainly – and, you know, other –

Mrs. Hafner: In the garage and our cars are kept outside, basically.

Harb: Right.

Mrs. Hafner: I can fit one car in with all the stuff in there.

Harb: So, you foresee that you'll be able to have two cars in the garage once –

Mrs. Hafner: Yes.

Harb: And tell me why you need a 24 x 24 than, say, a 20 x 20?

Mrs. Hafner: When we get older – I mean, right now, we can throw things in the rafters; but when you get older, I don't think it's that wise to be climbing up on ladders and pulling things down for your Christmas trees and stuff like that. We're looking for the future. I was born and raised in Livonia. I really want to stay where I'm at. In fact, one of the reasons why we – my husband had a tri-level house. One of the reasons we did sell it was because his mother just had both hips replaced, so we want one level, so you don't have to do stairs. And without a basement, we want things easy to get at instead of putting it up here. I'm short -I'm only 5'2". I don't want to be standing on a ladder to get something, and I'm looking for the future when I get older and stuff where it's easier when I don't have to climb over things or move things, because when you want to get your tractor out, you don't want to move ten things to get the tractor out. If I need the rake, I don't want to move the table, the tractor and whatnot to get to something. I would like to be able to move around without bumping into something, breaking something, scratching things.

Harb: Right.

Mrs. Hafner: It's just easier to move around with instead of stacking stuff on, and you got to move twenty things to get to one thing.

Harb: And what do you expect the material of the garage to be?

Mrs. Hafner: The trail (sic)?

Harb: The garage, the material; is it going to be –

Mrs. Hafner: It's going to be sided. It's not going to be brick. It will be sided, and it will have a hip roof to match the hip roof that's on the house. And I just want one window on the side, you know, so you do have –

Harb: Are you going to run electricity out there, and what do you expect to have?

Mrs. Hafner: Yeah, I would have liked the electricity, because at nighttime there's skunks a lot, I have a dog, and a light will scare skunks away, along with other rodents that may come through the yard. And for the door to be opened. I would like a light, because sometimes, you know, you have to go in there and you have to see what you're doing.

Harb: Okay. Thank you.

Mrs. Hafner: I don't want any running water or nothing to put like –

Stempien: Any other questions for the Petitioner? Mr. Henzi.

Henzi: Is that gazebo yours?

Mrs. Hafner: Yeah.

Henzi: At the rear of the property.

Mrs. Hafner: We are going to be taking it down. The previous owners did not maintain it. We also ripped out the wooden deck we had out there because it was just – that was actually at the – up and by the house. We actually had that moved back and we thought we'd hang on to it, but going on 3 years we've been here, it's not good. We want – that's where we want to put the garage; take down that gazebo and put the garage there.

Henzi: Thanks.

Mrs. Hafner: No problem.

Stempien: Any other questions for the Petitioner? Anyone in the audience – oh, Mrs. Aloe.

Aloe: Is there any reason why you can't add onto the back of your current garage?

Mrs. Hafner: Well, where the pool is, like where the pool is, you have to have 5 ft. from where the pool is to the garage, and it would only be 3 ft., I believe. I believe that's when we talked to the – when they were putting the pool in and stuff, that we would set the pool and how we would do it if we added on the back of the garage. It'd be too close.

Aloe: That's if the garage was 24 x 24.

Mrs. Hafner: Yeah, if you – yeah.

Aloe: But if it was like 20 x 24, you could add onto the existing garage off the back?

Mrs. Hafner: We would have to reconstruct the roof and everything else, that's why I kind of didn't want to do that.

Aloe: Reconstruct –

Mrs. Hafner: Well, the roof because it's hip the way it is, and then you have to go out longer, I don't – and then it would also – well, right where the pool is, where the house is, if we put it on back of the garage, you're kind of closing out the openness in the backyard. You're boxing it in. I really don't want to box in where the pool is, and I didn't want to put the pool in the way backyard because I rather the pool be up in the house where you're walking out out of your sliding door onto your – well, it's all concrete. Walk out; jump in the pool, instead of walking way out to the back of the yard. Mind you, we're just under three-quarters of an acre.

Aloe: Thank you.

Stempien: Mr. Abrahamson, if this is less than an 8-ft door – or a 7 ft. door or 8 ft. door, what is it; the –

Harb: Yeah –

Stempien: What makes it a garage as opposed to –

Abrahamson: If it's a 6-ft. door or less, then we consider it an accessory building. So, it'd be a very large over –

Stempien: Right.

Abrahamson: – sized accessory building.

Stempien: Anyone in the audience wish to speak regarding this matter? Oh, Mr. Pastor.

Pastor: Mr. Abrahamson, is it an Ordinance that pools have a fence around them?

Stempien: If it were an in-ground pool, it would require such. Now, if it is an above-ground pool where it is more than 4-ft. above grade, you are not required to have a fence around the yard or pool.

Pastor: Thank you.

Stempien: Just needs a removable ladder.

Pastor: Thank you.

Stempien: Any other questions? Is anyone in the audience wishing to speak regarding this matter? Seeing no one, do we have any correspondence?

Aloe: We have a letter of approval from Mrs. Charles Cady, it doesn't give the address. It says, "This letter" –

Mrs. Hafner: They're directly behind us.

Aloe: (Letter was read; address is 17310 Mayfield). Letter of approval from Antonio Divito, 17250 Mayfield (letter was read). Letter of approval from Cynthia lafrate, 17320 Fairfield (letter was read). Yeah, here's his letter. Do I have to read all this? He approves.
Stempien: Yeah, it's his comments.

Aloe: Okay. (Second letter from Antonio Divito read). Letter of objection from Lyn & Jeannette Livingston, 17510 Mayfield (letter was read). Letter of approval from Gerald Roth, 17331 Fairfield (letter was read).

Stempien: Would you like to make a final statement?

Petitioner: I would just ask the Board for your permission to grant us this garage for storage space. We think our lots, you know – there's plenty of room there for it, and just ask for your permission. Thank you.

Stempien: Thank you. We'll close the public portion of the hearing and begin our discussion with Mr. Henzi.

Henzi: I will approve this petition. I think that the size of the yard dictates that this type structure should be built. I would suggest a couple conditions, one of which is that no vehicles be parked in that garage as long as there's no hard surface, which is the Petitioners' plan. Also, that the exterior blend in with the existing structure. And lastly, that the Petitioners ensure that their existing in-ground pool complies with all Ordinances.

Mrs. Hafner: Oh, yes, it does.

Stempien: Mrs. Aloe.

Mrs. Hafner: We pulled all the permits.

Aloe: Reluctantly, I'll support this, and I say that because I hate to see structures that are larger than houses for whatever reason, and all the reasons of storing aren't things that you would store in a basement. So, I don't think not having a basement would give you a place to store a tractor or any kind of lawn equipment. I do think that this is a large garage, though. I mean, 24 x 24 is very large. That's like a 4-car garage on this property, so.

Stempien: Mr. Caramagno.

Caramagno: I have a couple of concerns. Both of your neighbors – or two of your neighbors, Divito and Cady, suggest the northwest corner for the placement of the garage. From this drawing, unless I'm missing something, looks like the southwest corner.

Mrs. Hafner: Yeah, we originally first talked about having it on the north –

Petitioner: I think it was the northwest corner. That was a –

Mrs. Hafner: That was right, but the guy who – Padule Concrete, who's going to be building the garage, when they came and surveyed it, and everything, they suggested the south –

Petitioner: Yeah, the south –

Mrs. Hafner: – side –

Petitioner: – side of the lot because –

Mrs. Hafner: – because of the lot.

Petitioner: – it was level and it was up – and it would have been too low for the water table, then we're afraid the water would get in the garage. They advised us to move it over the other side of the yard, which is a little higher and more level.

Caramagno: Well, I think that, you know, you're coupling that when you specifically have said northwest corner.

Mrs. Hafner: I – because that's what we –

Caramagno: They've seen this package; they're thinking – or if they've seen something else, they're thinking other than what it is. And I also agree with Mrs. Aloe about the size. I think it's quite large, and I'd rather see it a little smaller, perhaps, a 20 x 20.

Stempien: Mr. Sills.

Sills: I could support the petition with a couple conditions. One that the gazebo be removed.

Mrs. Hafner: Oh, definitely.

Sills: The other is that no additional buildings be put on the property. I think your lot is large enough. It's 100 x 300, and that's an extremely large lot. And I think where you want to put the garage is probably in as good a spot as you could put it. I can sympathize with you for your lack of storage space because of no basement and a rather small home. So, I can support the petition.

Stempien: Mr. Harb.

Harb: Not – I can support the Petitioner’s three-quarters of an acre, approximately, no basement, needing a space to store items. Or, I could be talked into a smaller than 24 x 24, though.

Stempien: Mr. Pastor.

Pastor: I also agree with my fellow commissioners. The size of the garage does concern me somewhat, and the size of the door. But, I can support it.

Stempien: I will not be in support of the petition as presented. The 24 x 24 is a large accessory building when it’s not to be used as a garage at all; in fact, that’s huge. I could see this lot because of the problems with the high water table and the amount of yard work that’s needed to maintain it, having a need for something more than 200 sq. ft. storage shed that’s normally allowed, but I would not want to see anything that has a garage door on it. Could be overhead, but it couldn’t be any more than 6 ft., and something along the lines of, maybe, 300 sq. ft. or – you know, maybe 400; but that’s even getting to be pretty large. That’s 20 x 20. But, I’ll leave it up to the Board for a motion. Mrs. Aloe.

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

RESOLVED, APPEAL CASE NO. 2004-09-136: Thomas and Susan Hafner, 17311 Fairfield, Livonia, MI 48152, seeking to construct a detached garage within the rear yard while maintaining an attached garage resulting in excess number of garages and garage area.

Number of Garages

Allowed: One
Proposed: Two
Excess: One

Garage Area

Allowed: 720 sq. ft.
Proposed: 1,321 sq. ft.
Excess: 601 sq. ft.

Petition as amended by the Board at the 9/28/04 Zoning Board of Appeals meeting:

Accessory Building Area

Allowed: 200 sq. ft.
Proposed: 400 sq. ft.
Excess: 200 sq. ft.

The property is located on the west side of Fairfield (17311) between Six Mile and Curtis, be granted as modified for the following reasons and findings of fact:

1. The uniqueness requirement is met because Petitioners’ home is on a very large lot with a high water table and their home has no basement.
2. Denial of the variance would have severe consequences for the Petitioners because they are in need of storage for lawn equipment, patio furniture, and pool accessories.

3. The variance is fair in light of its effect on the neighboring properties and in the spirit of the Zoning Ordinance because the Board received four (4) letters of approval and one (1) letter of objection from neighboring property owners. Also, the additional garage will prevent outdoor storage covered with tarps in the winter months.
4. The granting of this variance will not adversely affect the purpose or objective of the Master Plan because this property is classified “Low-density Residential” under the Master Plan, and the proposed variance is not inconsistent with that classification.

FURTHER, This variance is granted as modified with the following conditions:

1. That the accessory building shall not exceed the size of 20' x 20'.
2. That the door on the accessory building shall not exceed 6 ft. in width.
3. That no additional accessory buildings shall be allowed on the property.
4. That there shall be no hard-surfaced driveway leading to the accessory building.
5. That the electrical service shall not exceed 110-volts.

ROLL CALL VOTE:

AYES: Aloe, Caramagno, Henzi, Pastor, Sills, Stempien

NAYS: Harb

Stempien: Your variance has been granted in a modified form. The limits on the size are 20 x 20, so 400 sq. ft.; you're limited to a 6-ft. door; 110-volts in the maximum electrical service you can provide; you can't have any other buildings on the property –

Aloe: No hard-surface –

Stempien: – and no hard-surfaced driveway to that building.

Mrs. Hafner: Can I put an approach?

Stempien: What's that?

Mrs. Hafner: Can I have an approach? It's a light – to drive – so I can drive the tractor up into the gar – you know, the garage; approach.

Stempien: That's not a hard-surfaced driveway. I mean –

Abrahamson: She's just asking for an apron.

Mrs. Hafner: Yeah, an apron.

Stempien: You're just talking about an apron? Yeah, that's not a hard-surface.

Mrs. Hafner: Yeah, I just want to make sure.

Stempien: Okay. No, that's fine. Okay?

Mrs. Hafner: Okay.

Petitioner: All right.

Stempien: Good luck with you project.

Mrs. Hafner: Thank you –

Petitioner: Okay.

Mrs. Hafner: – for your time.

Petitioner: Thank you.

FUTURE LAND USE PLAN

**CITY OF LIVONIA
ZONING BOARD OF APPEALS
September 3, 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. 2024-06-22, Roman Martincic, 17320 Fairfield: Seeking to construct a detached garage while maintaining an existing attached garage, resulting in excessive accessory building area and total area of all accessory buildings.

FUTURE LAND USE PLAN (FLUP): LOW DENSITY RESIDENTIAL